

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

Bid Receiving/Réception des sousmissions

Procurement Hub | Centre d'approvisionnement Fisheries and Oceans Canada | Pêches et Océans Canada 301 Bishop Drive | 301 promenade Bishop Fredericton, NB E3C 2M6

 $\label{lem:email-course} \mbox{Email - courriel: } \underline{\mbox{DFOtenders-soumissionsMPO@dfo-}}$ 

mpo.gc.ca

### REQUEST FOR PROPOSAL

### **DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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 and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans 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 et les services 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 SÉCURITÉ

Title - Sujet

Psychological Testing for Fisheries and Oceans' Employees and Candidates to a Fishery Officer Position

Date

March 3, 2016

Solicitation No. - Nº de l'invitation

F5211-160062

Client Reference No. - No. de référence du client

FP859-150020

Solicitation Closes - L'invitation prend fin

At /a: 2:00pm AST (Atlantic Standard Time)

On / le: March 18, 2016

F.O.B. – F.A.B GST – TPS

Destination See herein — Voir ciinclus **Duty - Droits** 

See herein — Voir ci-inclus

Destination of Goods and Services – Destinations des biens et services

See herein — Voir ci-inclus

Instructions

See herein — Voir ci-inclus

Address Inquiries to -

Adresser toute demande de renseignements à

Nancy Paquette

Contracting Officer

Email - courriel:

DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

Delivery Required – Livraison exigée

See herein — Voir ci-inclus

Delivery Offered – Livraison proposée

Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:

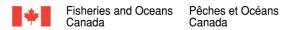
Telephone No. - No. de téléphone

Facsimile No. - No. de télécopieur

Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)

Signature Date





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

## 1.1 Security Requirements

- 1. At the date of bid closing, the following conditions must be met:
  - the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
  - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements 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;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
- 2. For additional information on security requirements, bidders should refer to the <a href="Industrial Security Program (ISP)">Industrial Security Program (ISP)</a> of Public Works and Government Services Canada (http://ssiiss.tpsqc-pwqsc.qc.ca/index-eng.html) website.

### 1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

## 1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.4 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 opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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

## 2.1 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 Fisheries and Oceans Canada (DFO), 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 DFO 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 <u>2003</u> (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 - Procurement Business Number - of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

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

Delete: 60 days Insert: 120 days

### 2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) 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 DFO will not be accepted.

### 2.3 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 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.



#### 2.4 **Applicable Laws**

Canada

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the goods and/or services are to be rendered.

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

## 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one (1) hard copy OR one (1) soft copy in PDF format)

Section II: Financial Bid (one (1) hard copy OR one (1) soft copy in PDF format)

Section III: Certifications (one (1) hard copy OR one (1) soft copy in PDF format)

Section IV: Additional Information (one (1) hard copy OR one (1) soft copy in PDF format)

Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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.

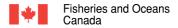
In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <a href="Policy-on-Green Procurement">Policy-on-Green Procurement</a> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). 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 sustainably-managed 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. 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

Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

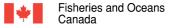
Section IV: Additional Information

## 3.1.1 Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures

**3.1.1.1** As indicated in Part 1 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s) site(s) or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

3.1.1.2 The Company Security Officer (CSO) must ensure through the <u>Industrial Security Program (ISP)</u> that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.



### ATTACHMENT 1 to PART 3 - PRICING SCHEDULE

- 1. The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid, for each of the periods and test types specified below, its quoted firm all inclusive price per candidate for the following Fisheries and Oceans Regional Headquarters locations:
  - i. St. John's. NL
  - ii. Halifax. NS
  - iii. Moncton, NB
  - iv. Quebec, QC
  - v. Winnipeg, MB
  - vi. Vancouver BC
- 2. The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.
- 3. For the provision of MMPI-2 and 16PF psychological testing and evaluation to DFO fishery officers and fishery officer recruits, the contractor will be paid a firm all-inclusive price per candidate, GST/HST extra, as detailed below.
- 4. The firm all-inclusive price to test each candidate includes all costs incurred in the delivery of the MMPI-2 test and the 16PF test including preparation, structured stress interviews, clinical interviews, candidate evaluation, re-testing if required, reporting and delivery of results. Travel expenses will not be paid for assessments done in the 6 DFO Regional Headquarters. Contractor is responsible to cover the travel associated for assessments done in the 6 DFO Regional Headquarters.

## A - Firm all inclusive prices for Initial Contract Period

	TABLE 1: Initial Contract Year One – From Contract Award to March 31, 2017				
Description		Estimated Number (A)	Unit of Measure	Firm all- inclusive price (B)	Extended Price (C=A*B)
1	MMP1-2 and 16PF psychological testings of candidates to a Fishery Officer position as per Statement of Work – Annex A	200	Per Candidate	\$	\$
2	Testing and reassessment of Fishery Officers returning to work who have suffered emotional stress as per Statement of Work – Annex A	10	Per Candidate	\$	\$
	Subtotal   \$				
	Taxes:%GST				

*	Fisheries and Oceans Canada
*	

	TABLE 2: Initial Contract Year Two – From April 1, 2017 to March 31, 2018				
Description		Estimated Number (A)	Unit of Measure	Firm all- inclusive price (B)	Extended Price (C=A*B)
1	MMP1-2 and 16PF psychological testings of candidates to a Fishery Officer position as per Statement of Work – Annex A	200	Per Candidate	\$	\$
2	Testing and reassessment of Fishery Officers returning to work who have suffered emotional stress as per Statement of Work – Annex A	10	Per Candidate	\$	\$
Subtotal \$					\$
Taxes:%GST   \$ %HST					\$

	TABLE 3: Initial Contract Year Three – From April 1, 2018 to March 31, 2019				
	Description	Estimated Number (A)	Unit of Measure	Firm all- inclusive price (B)	Extended Price (C=A*B)
1	MMP1-2 and 16PF psychological testings of candidates to a Fishery Officer position as per Statement of Work – Annex A	200	Per Candidate	\$	\$
2	Testing and reassessment of Fishery Officers returning to work who have suffered emotional stress as per Statement of Work – Annex A	10	Per Candidate	\$	\$
	Subtotal \$				
	Taxes:%GST \$ %HST				

# **B- Firm all inclusive prices for Optional Year Periods**

TABLE 4: Optional Period One – From April 1, 2019 to March 31, 2020					
Description		Estimated Number (A)	Unit of Measure	Firm all- inclusive price (B)	Extended Price (C=A*B)
1	MMP1-2 and 16PF psychological testings of candidates to a Fishery Officer position as per Statement of Work – Annex A	200	Per Candidate	\$	\$
2	Testing and reassessment of Fishery Officers returning to work who have suffered emotional stress as per Statement of Work – Annex A	10	Per Candidate	\$	\$
	Subtotal \$				
Taxes:%GST   \$ %HST					\$

	TABLE 5: Optional Period Two – From April 1, 2020 to March 31, 2021				
	Description  Estimated Number (A)  Unit of Measure inclusive price (B)				Extended Price (C=A*B)
1	MMP1-2 and 16PF psychological testings of candidates to a Fishery Officer position as per Statement of Work – Annex A	200	Per Candidate	\$	\$
2	Testing and reassessment of Fishery Officers returning to work who have suffered emotional stress as per Statement of Work – Annex A	10	Per Candidate	\$	\$
Subtotal					\$
Taxes:%GST%HST				\$	

Description	Price (excluding taxes)
Extended Price for Initial Contract Year One	\$
Extended Price for Initial Contract Year Two	\$
Extended Price for Initial Contract Year Three	\$
Extended Price for Optional Period One	\$
Extended Price for Optional Period Two	\$
Total Evaluated Price	\$

## **Tendered Prices**

The Contractor will be paid a firm all-inclusive price per candidate (GST/HST extra) for the provision of MMPI-2 and 16PF psychological testing and evaluation of candidates to a Fishery Officer position, Canadian Coast Guard Personal before they can partake in Armed Boarding and Fishery Officers returning to work who have suffered emotional stress.

The firm all-inclusive price to test each candidate includes all costs incurred in the delivery of the MMPI-2 test and the 16PF test including preparation, structured stress interviews, clinical interviews, candidate evaluation, re-testing if required, reporting and delivery of results.

The Contractor shall provide a separate price (GST/HST extra) for reassessment of Fishery Officers returning to work who have suffered emotional stress.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Pêches et Océans

Canada

#### 4.1 **Evaluation Procedures**

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

#### **Technical Evaluation** 4.1.1

## 4.1.1.1 Mandatory Technical Criteria

Please refer to Attachment 1 to Part 4

#### 4.1.2 **Financial Evaluation**

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

#### 4.2 **Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **ATTACHMENT 1 to PART 4 - TECHNICAL CRITERIA**

## **Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids, which fail to meet the mandatory technical criteria, will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

## **Mandatory Technical Evaluation Criteria (MT)**

The Bidder must provide the following information for each experience provided:

- 1. Name of law enforcement or military organization;
- 2. Start and end date of work experience (MM/YY-MM/YY); and,
- 3. Description of services and types of assessments provided.

Number	Mandatory Technical Evaluation Criterion					
MT1	The Bidder must provide the names and the resumes of the proposed resources under the following categories:  • Minimum of ONE (1) Resource as a Senior Clinical Psychologist  • Minimum of SIX (6) Resources as a Clinical Psychologist					
MT2	The Bidder must demonstrate that the proposed Senior Clinical Psychologist resource(s) has a minimum of 60 months experience within the last 10 years, in individual psychological assessments* to clients whose primary role pertains to law enforcement or military.  *The individual psychological assessment types must fall under all of the following:  I. Assessing psychological fitness of officers for whom the duty firearm and defensive equipment has been removed;  II. Assessing employees who have been involved in a situation resulting in the serious injury or death of an individual;  III. Assessing psychological readiness of new recruits;  IV. Assessing continued psychological readiness of existing employees; and,  V. Assessing psychological testing for ethical and integrity characteristics of an individual.					

The Bidder's proposed Senior Clinical Psychologist resource(s) named in MT1 must have performed the following minimum number of individual psychological assessment types within the last 10 years: 1 assessment for psychological fitness of officers for whom the duty firearm has been removed: 1 assessment for officers who have been involved in a situation resulting in the serious injury or death of an individual; A combination of 100 assessments using MMPI, 16PF and Clinical Interviews for any MT3 of the following: assessing psychological readiness of new recruits: assessing continued psychological readiness of existing officers; B) assessing psychological suitability to carry a duty firearm; C) assessing social responsibility with respect to ethics, reliability, integrity of existing employees and new recruits with respect to security screening. The Bidder must demonstrate that it has a minimum of one Clinical Psychologist which meets the advanced level described below in the Language Proficiency Grid in both English and French at each of the following Fisheries and Oceans Regional Headquarter locations: St. John's, NL i. ii. Halifax, NS iii. Moncton, NB iv. Québec, QC v. Winnipeg, MB MT4 vi. Vancouver, BC For each location the following information must be provided: The name of the Clinical Psychologist; and, The name, address and telephone number of the Clinical Psychologist's organization, firm or practice. Note: Duplicate names are acceptable only within the same province.



The Bidder must demonstrate that the proposed Clinical Psychologist resource(s) named in MT1 must have a minimum of 36 months experience providing individual psychological assessments to clients whose primary role pertains to law enforcement or military and performed the following minimum number of individual psychological assessments types within the last 10 years.

### MT5

- 1 assessment for psychological fitness of officers for whom the duty firearm has been removed:
- A combination of 50 assessments using MMPI, 16PF and Clinical Interviews for any of the following:
  - A) assessing psychological readiness of new recruits,
  - B) assessing continued psychological readiness of existing officers; and,
  - C) assessing psychological suitability to carry a duty firearm
  - D) addressing social responsibility with respect to ethics, reliability, integrity of existing employees and new recruits with respect to security screening

The Bidder must provide for each assessment: the name of the client organization, date of assessments and a description of services and tests administered.

Language Proficiency Grid					
	Oral	Comprehension	Written		
Basic	A person speaking at this level can:      ask and answer simple questions;     give simple instructions; and,     give uncomplicated directions relating to routine work situations.	A person reading at this level can:  • fully understand very simple texts; grasp the main idea of texts about familiar topics; and,  • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.	A person writing at this level can:     write isolated words,     phrases, simple statements     or questions on very familiar     topics using words of time,     place or person.		
Intermediate	<ul> <li>A person speaking at this level can:</li> <li>sustain a conversation on concrete topics; report on action taken;</li> <li>give straightforward instructions to employees; and,</li> <li>provide factual descriptions and explanations.</li> </ul>	A person reading at this level can:  • grasp the main idea of most work-related texts;  • identify specific details; and,  • distinguish main from subsidiary ideas.	A person writing at this level can:     deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.		
Advanced	A person speaking at this level can:  support opinions, and understand and express hypothetical and conditioned ideas.	A person reading at this level can:  understand most complicated details, inferences and fine points of meaning; and,  have a good comprehension of specialized or less familiar material.	A person writing at this level can:     write texts where ideas are developed and presented in a coherent manner.		

### **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### 5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

### 5.1.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

### 5.1.1.1 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\_equity/eq/emp/fcp/list/inelig.shtml) available from <a href="Employment and Social Development Canada">Employment and Social Development Canada</a> (ESDC) - Labour's website.

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

## 5.1.2 Former Public Servant

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

### **Definitions**

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- 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 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 Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES() NO()

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

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

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

### **Work Force Adjustment Directive**

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

YES() NO()

If so, the Offeror must provide the following information:

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

5.1.3

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.				
Signature	e [	Date		
Certifica	itions Required with the Bid			
Bidders n	must submit the following duly completed certifica	tions with their bid.		
5.1.3.1 S	Status and Availability of Resources			
s V b n a r o r s	The Bidder certifies that, should it be awarded a colicitation, every individual proposed in its bid will Work as required by Canada's representatives an old solicitation or agreed to with Canada's representatives and experience, the Bidder is unable to provide named in its bid, the Bidder may propose a substitution and experience. The Bidder must advise the Control of the proposed replacement. For the purposes of the proposed replacement. For the purposes of reasons will be considered as beyond the control sickness, maternity and parental leave, retirement cause or termination of an agreement for default.	I be available to perform the d at the time specified in the entatives. If for reasons the services of an individual tute with similar qualifications racting Authority of the qualifications and experience this clause, only the following of the Bidder: death, t, resignation, dismissal for		
ti h ro A	the Bidder has proposed any individual who is he bidder certifies that it has the permission from his/her services in relation to the Work to be perforesume to Canada. The Bidder must, upon request Authority, provide a written confirmation, signed be permission given to the Bidder and of his/her avaishe request may result in the bid being declared not the side of the second control of the seco	that individual to propose rmed and to submit his/her st from the Contracting y the individual, of the lability. Failure to comply with		
5.1.3.2 E	Education and Experience			
sı e B in	The Bidder certifies that all the information provide supporting material submitted with its bid, particular ducation, achievements, experience and work his Bidder to be true and accurate. Furthermore, the Endividual proposed by the Bidder for the requirem Work described in the resulting contract.	arly the information pertaining to story, has been verified by the Bidder warrants that every		
E 1 2 2 C	Contractor's Poprosontative			

**5.1.3.3 Contractor's Representative** 

The Contractor's Representative for the Contract is:				
Name:				
Title:				
Address:				
Telephone:				
Facsimile:				
E-mail:				

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## **5.1.3.4 Supplementary Contractor Information**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this

which	it certifies to be correct, complete, and fully discloses the identification of ontractor:
a)	The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:
b)	The status of the contractor (individual, unincorporated business, corporation or partnership:
c)	For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
d)	For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:
The fo	ollowing certification signed by the contractor or an authorized r:
	fy that I have examined the information provided above and that it is t and complete"
	Signature
	Print Name of Signatory

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

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

#### **Security Requirements** 6.1

- The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.
  - 6.1.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
  - 6.1.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
  - 6.1.1.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the DFO or the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
  - 6.1.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.
  - 6.1.1.5 The Contractor/Offeror must comply with the provisions of the:
    - Security Requirements Check List and security guide, attached at Annex C:
    - Industrial Security Manual (Latest Edition).
  - 6.1.1.6 To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Regional Security Officer at the Department of Fisheries and Oceans at sebastien.guay@dfo-mpo.gc.ca or at 613-990-0115 phone.
  - 6.1.1.7 In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete the Personnel Identification Form (Confirmation of Security Status) attached to the original solicitation as Appendix "C-1", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.
- 6.1.2 Contractor's Site(s) or Premises Requiring Safeguarding Measures
  - 6.1.2.1 The Contractor must diligently maintain up-to-date, the information related to the Contractor's site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address (es):

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

6.1.2.2 The Company Security Officer (CSO) must ensure through the <u>Industrial</u>
Security Program (ISP) that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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 contract is issued by Fisheries and Oceans Canada (DFO), 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 DFO or its Minister.

### 6.3.1 General Conditions

<u>2010B</u> (2015-09-03) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 – Integrity Provisions – Contract of 2010B referenced above is amended as follows:

Delete section 31 in its entirety.

## 6.3.2 Supplemental General Conditions

SACC Manual Clause 4008 (2008-12-12) Personal Information

SACC Manual Clause A7017C (2008-05-12) Replacement of Specific Individuals

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from contract award to March 31, 2019 inclusive.

## 6.4.2 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 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 five (5) 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.

#### 6.5 **Authorities**

Canada

#### 6.5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Nancy Paquette Name:

A/Senior Contracting Officer Title: Fisheries and Oceans Canada Department: Materiel and Procurement Services Directorate:

301 Bishop Drive Address:

Fredericton, NB E3C 2M6

Telephone: 506-452-3494

E-mail address: dfotenders-soumissionsmpo@dfo-mpo.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

## 6.5

	on verbal or written requests or instructions from anybody other than the Contracting Authority.
6.5.2	Project Authority (to be inserted at contract award)
	The Project Authority for the Contract is:
	Name: Title: Address: Telephone: Facsimile: E-mail:
	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.
6.5.3	Contractor's Representative (to be inserted at contract award)
	Name: Title: Address: Telephone: Facsimile: E-mail:

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

## 6.7 Payment

## 6.7.1 Basis of Payment

- 6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid an all-inclusive firm unit price as specified in Annex B- Basis of Payment for a cost of \$ \_\_\_\_\_\_ ( insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.
- 6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

### 6.7.2 Limitation of Expenditure

SACC Manual clause C6001C (2013-04-25) Limitation of Expenditure

### 6.7.3 Monthly Payment

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

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

### 6.7.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204- Direct Request by Customer Department
SACC Manual clause C2000C (2007-11-30) Taxes – Foreign Based Contractor
SACC Manual clause C2605C (2008-05-12) Canadian Customs Duties and Sales Taxes
SACC Manual clause C0305C (2014-06-26) Cost Submission
SACC Manual clause C0705C (2010-01-11) Discretionary Audit

### 6.8 Invoicing Instructions

**6.8.1** 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;
- a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

### **6.8.2** Payments will be made provided that:

6.8.2.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

### 6.9 Certifications

### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province or territory where the goods and/or services are to be rendered**.

## 6.11 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 general conditions <u>2010B</u> (2015-09-03) General Conditions Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance Conditions;
- (g) the Contractor's bid dated \_\_\_\_\_ (insert date of bid)

### 6.12 Procurement Ombudsman

- 6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 6.12.2 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 \$25,000.00 for Goods and under \$100,000.00 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 opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.
- 6.12.3 For further information, the Contractor may refer to the following PWGSC site:

http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html

## 6.13 Insurance - Specific Requirements G1001C (2016-01-28)

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

## 6.14 Additional SACC Manual Clauses

A9113C (2014-11-27), Handling of Personal Information A9122C (2008-05-12), Protection and Security of Data Stored in Databases

### 6.15 Foreign Nationals

SACC Manual clause <u>A2001C</u> (2006-06-16), Foreign Nationals (Foreign Contractor) or

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

### **ANNEX "A" STATEMENT OF WORK**

### 1. Title

Psychological Testing of Fisheries and Oceans' Employees and Candidates to a Fishery Officer Position

### 2. Period of Performance

The Contractor is required to perform the work on an as-and-when-required basis for a three (3) year period commencing on April 1<sup>st</sup>, 2016 and ending March 31<sup>st</sup>, 2019.

The Contractor grants to Canada the irrevocable option to extend the term of the resulting Contract by up to two (2) additional one (1) year period(s) under the same conditions.

## 3. Background Statement

Psychological testing is a critical step for assessing potential candidates for a career in law enforcement. Fisheries and Oceans Canada (DFO)-Conservation and Protection (C&P) uses psychological assessments as part of the recruitment processes to ensure that potential new Fishery Officers are emotionally and psychologically suited to carry out and use non-lethal and lethal force equipment (including firearm), and safely carry out enforcement duties.

Psychological testing is also use to assess Canadian Coast Guard personnel before they can partake in Armed Boarding Training and to re-assess Fishery Officers who have been away from enforcement duties for more than 24 months or have suffered emotional stress.

The assessments or re-assessments are used to identify possible judgment or behavioural issues which may negatively affect an individual's ability to exercise sound judgment in enforcement situations, and in particular where use of force may be required.

## 4. Objective

To engage the services of a registered psychological services firm to conduct clinical psychological assessments in order to determine suitability to carry out and use non-lethal and lethal force equipment (including firearm), and safely carry out enforcement duties.

### 5. Scope

The Contractor will conduct clinical psychological assessments of approximately 200 candidates to a Fishery Officer Position and Canadian Coast Guard Personal before they can partake in Armed Boarding Training. In addition, the contractor will conduct reassessments of approximately 10 Fishery Officers who have been away from an armed position for more than 24 months or have experienced psychological related issues (e.g.: posttraumatic stress).

### 6. Tasks

The Contractor must perform the following tasks on an "as requested" basis:

- Administer the Minnesota Multiphasic Personality Inventory-2 (MMPI-2) to all the candidates.
- Administer the Sixteen Personality Factor (16PF) to all the candidates.

- Conduct face to face clinical interviews for each candidate to further investigate any specific areas of concern identified through MMPI-2 and 16PF testing, and administer a structured stress interview.
- Review and interpret all of the foregoing formal assessment materials and information for each candidate.
- Administer a thorough reassessment of Fishery Officers who have experienced psychological related issues (e.g.: posttraumatic stress situations).

### 7. Deliverables

Deliverables	Timeline
A report for each candidate, which must contain a	Within 10 working days of receipt of the request for
clear recommendation and justification of suitability	psychological evaluation from DFO (travel time not
or unsuitability to carry out and use non-lethal and	included)
lethal force equipment (including firearm), and	
safely carry out enforcement duties.	

The reports must be written in non-technical language.

All final deliverables must be provided to the Chief, Recruitment, Training and Standards, Conservation and Protection (Ottawa) in both official languages (French and English).

## 8. Contractor Resource Requirements and Qualifications

The Contractor must provide the services of one Senior Clinical Psychologist and a minimum of one bilingual Clinical Psychologist for each of the Fisheries and Oceans Regional Headquarter locations identified in section 11.

Each clinical psychologist must be in good standing with the provincial and/or Territorial Regulation Body of the province in which they practice clinical psychology.

Please refer to Attachment 1 to Part 4 for Requirements and Qualifications

## 9. Language of Work

The Contractor must provide fully bilingual assessment services.

### 10. Security Requirements

The Contractor personnel requiring access to Protected B information must each hold a valid personnel security screening at the level of *RELIABILITY STATUS*, granted or approved by the Public Works and Government Services Canada (PWGSC).

### 11. Location of Work and Travel

The Contractor must be able to provide fully bilingual assessment services in all of the following Fisheries and Oceans Regional Headquarters locations:

- St. John's, NL
- Halifax, NS
- Moncton, NB
- Québec, QC

- Winnipeg, MB
- Vancouver, BC

Travel expenses will not be paid for assessments done in the 6 DFO Regional Headquarters. Contractor is responsible to cover the travel associated for assessments done in the 6 DFO Regional Headquarters.

## 12. Estimated level of effort

The quantity specified is only an approximation of requirements and DFO will therefore not be bound to accept delivery of the service in the maximum quantity specified but shall have the right to accept only delivery in such quantity as is actually required.

Evaluation	Estimated # of Candidates
MMP1-2 and 16PF psychological testing	200
Reassessment of Fishery Officers who	10
have suffered emotional stress.	

## 13. Professional Registration

For each of the proposed resources, the Bidder must provide a valid copy of the current registration, in good standing, with the Provincial and/or Territorial Regulatory Body of the province or territory in which the proposed resources practice Clinical Psychology.

## **ANNEX "B" BASIS OF PAYMENT**

# A – Firm all inclusive prices for Initial Contract Period

	TABLE 1: Initial Contract Ye	ar One – From	Contract Awa	ard to March 31, 20	17
	Description	Estimated Number (A)	Unit of Measure	Firm all- inclusive price (B)	Extended Price (C=A*B)
1	MMP1-2 psychological testing of candidates to a Fishery Officer position	200	Per Candidate	\$	\$
2	16PF psychological testing of candidates to a Fishery Officer position	200	Per Candidate	\$	\$
6	Testing and reassessment of Fishery Officers returning to work who have suffered emotional stress	10	Per Candidate	\$	\$
				Subtotal	\$
			Ta	exes:%GST %HST	\$

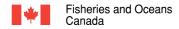
	TABLE 2: Initial Contract Y	ear Two – Fro	m April 1, 201	7 to March 31, 2018	3
	Description	Estimated Number (A)	Unit of Measure	Firm all- inclusive price (B)	Extended Price (C=A*B)
1	MMP1-2 psychological testing of candidates to a Fishery Officer position	200	Per Candidate	\$	\$
2	16PF psychological testing of candidates to a Fishery Officer position	200	Per Candidate	\$	\$
3	Testing and reassessment of Fishery Officers returning to work who have suffered emotional stress	10	Per Candidate	\$	\$
				Subtotal	\$
			Ta	exes:%GST %HST	\$

	TABLE 3: Initial Contract Ye	ear Three – Fro	om April 1, 201	8 to March 31, 201	9
	Description	Estimated Number (A)	Unit of Measure	Firm all- inclusive price (B)	Extended Price (C=A*B)
1	MMP1-2 psychological testing of candidates to a Fishery Officer position	200	Per Candidate	\$	\$
2	16PF psychological testing of candidates to a Fishery Officer position	200	Per Candidate	\$	\$
3	Testing and reassessment of Fishery Officers returning to work who have suffered emotional stress	10	Per Candidate	\$	\$
				Subtotal	\$
			Ta	exes:%GST %HST	\$

# **B- Firm all inclusive prices for Optional Year Periods**

	TABLE 4: Optional Perio	d One – From	April 1, 2019 t	o March 31, 2020	
	Description	Estimated Number (A)	Unit of Measure	Firm all- inclusive price (B)	Extended Price (C=A*B)
1	MMP1-2 psychological testing of candidates to a Fishery Officer position	200	Per Candidate	\$	\$
2	16PF psychological testing of candidates to a Fishery Officer position	200	Per Candidate	\$	\$
3	Testing and reassessment of Fishery Officers returning to work who have suffered emotional stress	10	Per Candidate	\$	\$
				Subtotal	\$
			Ta	exes:%GST %HST	\$

	TABLE 5: Optional Perio	d Two – From	April 1, 2020 t	o March 31, 2021	
	Description	Estimated Number (A)	Unit of Measure	Firm all- inclusive price (B)	Extended Price (C=A*B)
1	MMP1-2 psychological testing of candidates to a Fishery Officer position	200	Per Candidate	\$	\$
2	16PF psychological testing of candidates to a Fishery Officer position	200	Per Candidate	\$	\$
3	Testing and reassessment of Fishery Officers returning to work who have suffered emotional stress	10	Per Candidate	\$	\$
				Subtotal	\$
			Ta	exes:%GST %HST	\$



## ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Government of Canada	Gouvernement du Canada				Contract Number / Numéro du co	ontrat
			H	-	Security Classification / Classification of	de sécurité
		SECURITY REQ	UIREMEN	TS CHECK	LIST (SRCL)	
PART A CONTRACT	LISTE DE VERIF				ES À LA SÉCURITÉ (LVERS)	
1. Originating Governm	ent Department or Organi ne gouvernemental d'orig	zation	N CONTION	OTOLLLE	Branch or Directorate / Direction of Conservation and Protection	générale ou Direction
3. a) Subcontract Numb	ber / Numéro du contrat d	e sous-traitance	3. b) Nam TBD	e and Addres	s of Subcontractor / Nom et adresse d	u sous-traitant
4. Brief Description of W	ork - Brève description du	travail				
Psychological Testing	of Fisheries and Ocea	ans' employees a	and candida	ates to a Fis	hery Officer position	
	equire access to Controller a-t-il accès à des marcha			12.	-	No Yes
Regulations? Le fournisseur aur		s techniques milita			isions of the Technical Data Control int assujetties aux dispositions du	No Yes Non Oui
6. Indicate the type of ac	ccess required - Indiquer I	e type d'accès req	uis			
Le fournisseur ains (Specify the level of	nd its employees require a si que les employés auron of access using the chart i of accès en utilisant le tat	nt-ils accès à des n in Question 7. c)	enseignemer	nts ou à des t	information or assets? piens PROTÉGÉS et/ou CLASSIFIÉS?	No Yes Non Oui
No access to PRO	TECTED and/or CLASSIF	FIED information o	r assets is pr	ermitted.	ss to restricted access areas? s à des zones d'accès restreintes? autorisé.	No Yes
	al courier or delivery requi at de messagerie ou de liv				nuit?	No Yes Oui
7. a) Indicate the type o	f information that the supp	olier will be require	d to access /	Indiquer le ty	ype d'information auquel le fournisseur	devra avoir accès
Canada	KA .		O / OTAN		Foreign / Étranger	
	s / Restrictions relatives à	T	de e	-	No. of the control of	_
No release restrictions Aucune restriction relativ à la diffusion	e 🔀	All NATO count Tous les pays d			No release restrictions Aucune restriction relative à la diffusion	
Not releasable À ne pas diffuser						
Restricted to: / Limité à :		Restricted to: / L	.imité à :		Restricted to: / Limité à :	
Specify country(les): / Pri	éciser le(s) pays :	Specify country(	ies): / Précis	er le(s) pays	: Specify country(ies): / Préci	ser le(s) pays :
7. c) Level of information	n / Niveau d'information					
PROTECTED A PROTEGÉ A		NATO UNCLAS			PROTECTED A PROTEGÉ A	
PROTECTED B PROTEGÉ B	<b>V</b>	NATO RESTRIC	CTED	INTE	PROTECTED B PROTEGÉ B	
PROTECTED C PROTEGÉ C		NATO CONFIDE			PROTECTED C PROTEGE C	
CONFIDENTIAL CONFIDENTIEL		NATO SECRET			CONFIDENTIAL	
SECRET .		COSMIC TOP S COSMIC TRES	ECRET SECRET		SECRET SECRET	
TOP SECRET TRÈS SECRET					TOP SECRET TRÉS SECRET	
TOP SECRET (SIGINT) TRES SECRET (SIGINT					TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	
		Security	Classification	n / Classificat	ion de sécurité	
TBS/SCT 350-103 (2004/12	9					Canadä

TBS/SCT 350-103 (2004/12)

Government Gouvernement of Canada du Canada		Contract Number / N	uméro du contrat
		Security Classification / Cl	assification de sécurité
PART A (continued)   PARTIE A (suite)  8. Will the supplier require access to PROT Le fournisseur aura-t-il accès à des rens If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de	TECTED and/or CLASSIFIED COMSEC info eignements ou à des biens COMSEC désignements ou à des biens COMSEC désignements :	rmation or assets? nés PROTEGÉS et/ou CLASSIFIÉS?	V No Yes Non Oui
Will the supplier require access to extrem     A formisseur area till accès à des ress	mely sensitive INFOSEC information or asse eignements ou à des biens INFOSEC de na	ts:	No Yes
Short Title(s) of material / Titre(s) abrège		iore extremement dendate?	E Non E ou
Document Number / Numéro du docume			
PART B - PERSONNEL (SUPPLIER) / PA	RTIE B - PERSONNEL (FOURNISSEUR) quired / Niveau de contrôle de la sécurité du	corporate logicie	
RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIAL	SECRET SECRET	TOP SECRET TRÈS SECRET
TOP SECRET - SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET	COSMIC TOP SECRET
SITE ACCESS ACCES AUX EMPLACEMENTS	*		
Special comments: Commentaires spéciaux		3	
NOTE: If multiple levels of screen	ng are identified, a Security Classification G	uide must be provided.	for real
. CHAT AND TO THAT THE COMPANIES WE SHOULD BE SHOULD BE	de contrôle de sécurité sont requis, un guide	e de classification de la securite doit etre	
May unscreened personnel be used to Du personnel sans autorisation sécur	ritaire peut-il se voir confier des parties du tra	avail?	✓ Non Yes Non Oui
If Yes, will unscreened personnel be Dans l'affirmative, le personnel en qu	escorted: estion sera-t-il escorté?		No Yes
PART C - SAFEGUARDS (SUPPLIER) / P	ARTIE C - MESURES DE PROTECTION (F	OURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNE			
premises?	e and store PROTECTED and/or CLASSIFI oir et d'entreposer sur place des rense ignem		No Ves Non ✓ Yes Oui
11. b) Will the supplier be required to safed	uard COMSEC information or assets? ger des renseignements ou des biens COMS	SEC?	No Yes
PRODUCTION			
equipment occur at the supplier's site	d/or repair and/or modification) of PROTECT e or premises? ront-elles à la production (fabrication et/ou ré		No Yes Oui
INFORMATION TECHNOLOGY (IT) MED	IA / SUPPORT RELATIF À LA TECHNOLO	GIE DE L'INFORMATION (TI)	
CLASSIFIED information or data?	s IT systems to electronically process, produ- ses propres systèmes informatiques pour tra s PROTEGÉS et/ou CLASSIFIÉS?		No Yes Non Oui
Will there be an electronic link betwee     Disposera-t-on d'un lien électronique     gouvernementale?	een the supplier's IT systems and the govern eentre le système informatique du fournisser	ment department or agency? ur et celui du ministère ou de Fagence	No Yes Non Oui
TBS/SCT 350.103 (2004/12)	Security Classification / Cl	assification de sécurité	Canadä



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

For users completing	rae re g the	iquis form (	aux II online	rmulaire man nstallations di (via the Inte	u fournis net), the	seur.	ry chart is a	utomatically	populate	d by your	respo	onses	s to p	revious que:	stions.	
Dans le cas des utilis dans le tableau réca	sateu pitula	rs qui if	rem	olissent le for	mulaire	en ligne	(par Interne	t), les répons	ses aux (	questions	précé	dent	es so	nt automatic	uement	salsies
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b) Will the document La documentation If Yes, classify th attachments (e.g. Dans l'affirmative de sécurité » au l	is for	m by RET	ann with	esente LVEF otating the to Attachments	S sera- op and s).	t-elle PR bottom i	OTÉGÉE e	Vou CLASSII entitled "Securi	curity C	la casa in	#ifuld	in « 1	Class	ification	Non L	Oui
if Yes, classify th attachments (e.g.	is for	m by RET	ann with	esente LVEF otating the to Attachments	S sera- op and s).	t-elle PR bottom i	OTÉGÉE e	Vou CLASSII entitled "Securi	curity C	la casa in	#ifuld	in « 1	^lass	ification	Non L	
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If Yes, classify th attachments (e.g.	is for	m by RET	ann with	esente LVEF otating the to Attachments	S sera- op and s).	t-elle PR bottom i	OTÉGÉE e	Vou CLASSII entitled "Securi	curity C	la casa in	#ifuld	in « 1	^lass	ification	Non L	

## ANNEX "C-1" PERSONNEL IDENTIFICATION FORM (PIF) **DEPARTMENT OF FISHERIES AND OCEANS CANADA**

		Contract / file number:					# F5211-160062			
PROJECT TITLE: Psychological Testing										
Company Name:		<u>,, , , , , , , , , , , , , , , , , , ,</u>								
Address:										
Telephone number:										
Fax number:										
PWGSC file or Certificate #:										
Professional Service	es (Ad	dd second r	age i	if mor	e space nee	ded, please	print clear	lv)		
Resource Person working Da		Date of birth		PWGSC file or certificate #		Security Level	Meet	Does not Meet	Comments	
Contractor's Authorized Signatory (Bidder) :  Date:  (For Official Use)										
Company Clearance		Required		urity vel	Meet / Does not Meet / Comments (Official Use Only)					
Designated Organization Screening										
Facility Security Clearance										
Document Safeguarding Capability										
For Use at Fisheries Authorization of Con I approve I do not appro Contracting Security	ove ba	ting Securi	ty Au	ıthori						
Date:										

### **ANNEX "D" - INSURANCE CONDITIONS**

## 1.0 Medical Malpractice Liability Insurance

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation

### 2.0 Commercial General Liability Insurance

- 2.1 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.
- 2.2 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 Public Works and Government Services Canada.
  - 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.
  - 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.

Canada

- 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.
- 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)
- 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.
- 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.
- 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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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 codefend 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.