

Correctional Service Canada

RETURN BIDS TO : RETOURNER LES SOUMISSIONS À : Bid Receiving - Réception des soumissions:

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

REQUEST FOR A BID DEMANDE DE SOUMISSION

Bid to: Correctional Service 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, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Soumission à: Service Correctionnel du Canada

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

"THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT" « LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE RELATIVE À LA SÉCURITÉ »

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :

Telephone # — N° de Téléphone :

GST # or SIN or Business # — N° de TPS

Fax # — No de télécopieur :

ou NAS ou Nº d'entreprise :

Email / Courriel : _____

F.O.B. — F.A.B. Plant – Usine:	Destinat	ion:	Other-Autre
Address Enquiries	s to — Sour	nettre tout	es questions
Linda Mandeville			
Telephone No. – N° (téléphone:	de	Fax No. – N	° de télécopieu
450-661-9550 x 3259		450-664-66	626
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Delivery Required —	- Livraison		offered – Livras
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Service correctionnel Canada

Title — Sujet:

l'invitation

21301-17-2336511

21301-17-2336511

at /à : 2 :00 p.m.

Psychiatric Assessment Services

Client Reference No. — N°. de Référence du Client

GETS Reference No. — N°. de Référence de SEAG

Solicitation Closes — L'invitation prend fin

Date: June 6, 2016

Solicitation No. — N°. de

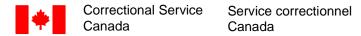


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PART 1 - GENERAL INFORMATION

1. Security Requirement

- 1.1 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.
 - (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 the proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 – Section IV Additional Information.
- 1.2 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.
- 1.3 For additional information on security requirements, bidders should refer to the Industrial Security Program of Public Works and Government Services Canada (<u>http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html</u>) website.

2. Statement of Work

The work to be performed is detailed under article A of the resulting contract clauses.

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

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 <u>boa-opo@boa-opo.gc.ca</u>.



You can also obtain more information on the OPO services available to you at their website at <u>www.opo-boa.gc.ca</u>.



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (04-04-2016), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

2. Submission of Bids

Bids must be submitted only to Correctional Service of 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. Enquiries – Bid Solicitation

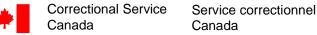
All enquiries must be submitted in writing to the Contracting Authority no later than three (3) business days before the bid closing date. Enquiries received after that time may not be answered.

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 Quebec.

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: two (2) 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 <u>Policy</u> on <u>Green Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

- i. use 8.5 x 11 inch (206 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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, duo tangs or binders.

2. Section I: Technical Bid

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

3. Section II: Financial Bid

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

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

4. Section III: Certifications

Bidders must submit the certifications required under **Part 5 - Certifications**.



5. Section IV: Additional Information

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

(a) 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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

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

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.

Note to Bidders: Table Totals will be calculated using the formula that follows the corresponding table in **Annex B – Proposed Basis of Payment.**

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.



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 of 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 Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

1.1 Declaration of convicted offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard instructions, the Bidder must provide with its bid, a complete <u>Declaration</u> <u>Form (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</u>), to be given further consideration in the procurement process.

2. 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.

2.1 Integrity Provisions – List of names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders who are bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner (s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.



2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

2.3 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? **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.

2.4 Status and Availability of Resources

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

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

2.5 Language Requirements - Bilingual

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

2.6 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

2.7 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.

2.8 Licensing Certification

a) Medical Licence:

The Bidder must hold a current medical license in good standing with the provincial licensing body for physicians and surgeons.

b) Speciality Designation:

i. Psychiatry:

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

ii. Forensic Psychiatry:

The Bidder must indicate whether he/she possesses a specialty in Forensic Psychiatry from the Collège des médecins du Québec and the Fédération des médecins spécialistes du Québec: YES ()NO ()

The Contractor must provide a copy of their licenses to the Contracting Authority annually for the duration of the contract and when requested to do so.

2.9 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

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding Capabilities at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
- 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 Services and Procurement Canada (PSPC).
- 3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PSPC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
- 4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PSPC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition)

2. Statement of Work

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

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

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

3.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.



3.2 Supplemental General Conditions

4008 (2008-12-12), Supplemental general conditions – Personal information apply to and form part of the Contract.

3.3 Replacement of Specific Individuals

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

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2018 inclusive.

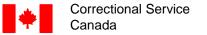
4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period 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 15 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.

4.3 Option to Extend – Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 60 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions of the Basis of Payment.



The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the contract expiry date. The extension 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: Linda Mandeville Title: Contracting and Procurement Regional Officer Correctional Service Canada Branch/Directorate: Material Management Resources Telephone: 450-661-9550 x3259 Facsimile: 450-664-6626 E-mail address: linda.mandeville@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:

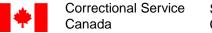
(will be indicated at contract issue)

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 Basis of Payment

The contractor will be reimbursed for the cost reasonably and properly incurred in the performance of the work as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____. Customs duties are included and Applicable Taxes are extra.

6.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ ______. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contractor gauthority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. two (2) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability
- 6.3 Monthly payment

SACC Manual clause H1088C (2008-12-05), Monthly Payment

6.4 SACC Manual Clauses

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

6.5 Travel and Living Expenses

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

7. Invoicing Instructions

7.1 SACC Manual Clause H5001C (2008-12-12) Invoicing instructions

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

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

7.2 Psychiatric Services Invoices

The Contractor must submit invoices on a monthly basis.

(a) Psychiatric Services Invoice Format

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

8. Certifications

8.1 Certification of 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 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.

9. Applicable Laws

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

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 (2016-04-04) Professional Services (Medium Complexity):



Correctional Service Service correctionnel Canada Canada

- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex E, Commercial General Liability Insurance;
- (h) Annex F, National Essential Health Services Framework;
- (i) Annex G, IT Security Requirements Technical Document;
- (i) the Contractor's bid dated _____ (to be inserted at contract award).

11. Termination on Thirty Days Notice

- 11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

12. Insurance – Specific Requirements

- 12.1 The Contractor must comply with the insurance requirements specified in Annex E 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.
- 12.2 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.
- 12.3 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.

13. Ownership Control

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

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.



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

14. Closure of Government Facilities

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

15. Tuberculosis Testing

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

16. Compliance with CSC Policies

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

17. Health and Labour Conditions

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



- 17.3 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.
- 17.4 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."

18. Identification Protocol Responsibilities

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

- 18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify 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
- 18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

19. Dispute Resolution Services

The parties 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 <u>boa-opo@boa-opo.gc.ca</u>.

20. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by (*the supplier <u>or</u> the contractor <u>or</u> the name of the entity awarded this contract*) respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and 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.

21. 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.

22. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: <u>http://www.csc-scc.gc.ca/text/pblct/cntrctr-modules/mod-intro-eng.shtml</u>.

ANNEX A – Statement of Work

1. Introduction

The Correctional Service of Canada (CSC) Health Services require the services of a psychiatrist to provide psychiatric assessment for release decision making for the sites (institutions and districts) in the Quebec Region, indicated under Article 3. Objective.

2. Background

Within the framework of our policies and obligations regarding the pre-release decision process and postrelease decision, certain circumstances require that a psychiatric assessment be produced. The more recent modifications apply to our policies is read as follows:

Inconformity with PBC policy, a psychiatric assessment will be requested by a Psychologist when:

- it is recommended that an evaluation of mental illness, disorder, or mental capacity of the inmate, or an opinion on the treatment options, would contribute to the understanding and management of the case;
- When a psychiatric treatment has an impact on the risk presented by the inmate.

3. Objective

Provide psychiatric assessment for offenders at:

-Regional Mental Health Center located on 242, Montée Gagnon, Ste-Anne-des-Plaines (Qc) J0N 1H0;

-Federal Training Centre Institution (FTC sites 6099 and 600) located on 6099, boulevard Lévesque Est, Laval (Qc) H7C 1P1 and at 600, Montée St-François, Laval (Qc) H7C 1S5;

-Donnacona Institution located on 1537, route 138, Donnacona (Qc) G3M 1C9;

-Joliette Institution located on 400, rue Marsolais, Joliette (Qc) J6E 8V4;

-Archambault Institution located on 242, Montée Gagnon, Ste-Anne-des-Plaines (Qc) J0N 1H0; -Regional Reception Centre (RRC-SHU) located on 246, Montée Gagnon, Ste-Anne-des-Plaines (Qc) J0N 1H0;

-Drummond Institution located on 2025, Boulevard Jean de Brébeuf, Drummondville (Qc) J2B 7Z6; -Cowansville Institution located on 400, Avenue Fordyce, Cowansville (Qc) J2K 3N7;

-La Macaza Institution located on 321, chemin de l'Aéroport, La Macaza (Qc) JOT 1RO;

-Port-Cartier Institution located on 1, rue de l'aéroport, Port-Cartier (Qc) G5B 2W2;

East/West District :

-CCC Laferrière located on 202, rue St-Georges, Saint-Jérôme (Qc) J7Z 4Z9;

-CCC Marcel Caron located on 825,rue Kirouac, Québec (Qc) G1N 2J7;

-Waseskun located on 501, Marguerite d'Youville, C.P, 119, Saint-Alphonse-de-Rodriguez (Qc) J0K 1W0;

-Carpe Diem located on 845, rue Lippman, Laval (Qc) H7S 1G3;

Montreal Metropolitain District:

-CCC Martineau located on 10345, boul. Saint-Laurent, Montreal (Qc) H3L 2P1;

-Bureau Ville-Marie located on 5151, rue de la Savane, suite 200, Montréal (Qc) H4P 1V1.

4. Performance standards

- 4.1 The Contractor must take into account gender, cultural, religious and linguistic differences and be responsive to the special needs of women and Native People.
- 4.2 The Contractor must provide services in accordance with the ethical and professional practice standards of the applicable college of Physicians and Surgeons as well as the Royal College of Physicians and Surgeons of Canada.
- 4.3 Compliance with provincial/national guidelines The Contractor must provide psychiatric assessments in compliance with federal and provincial legislation and standards, provincial and national guidelines, practice standards and CSC Policy/Guidelines and including the CSC Mental Health Policy and guidelines.
- 4.4 The following is a list of key relevant legislation and CSC Policy and Guidelines but should not be considered an exhaustive list. CSC's policies and guidelines can be found on the CSC internet website at <u>www.CSC-SCC.GC.ca</u> or available in hard copy.
 - Corrections and Conditional Release Act Section 85 Health Care
 - Corrections and Conditional Release Regulations Section 3
 - Commissioner's Directive 060 Code of Discipline
 - Commissioner's Directive 712-1 Pre-Release Decision-Making
 - Commissioner's Directive 800, Health Services
 - Commissioner's Directive 843, Management of Inmate Self-Injurious and Suicidal Behaviour
 - Guidelines for Sharing Personal Health Information
- 4.5 Documentation on CSC health care records:
- a) All of the offenders' health care records, as well as all CSC protected or sensitive information, should remain at the institution.
- b) At the discretion of the Project Authority, the Contractor may be allowed to remove CSC protected or sensitive information, including offenders' health care records, from the institution. The Contractor must obtain prior approval from the Project Authority before removing CSC protected or sensitive information. The Contractor must also ensure that any CSC information and/or documents in his/her keeping are handled, transported and stored in accordance with the security and protection of personal information requirements of the contract.

5. Tasks

- 5.1 Psychiatric Assessment Services:
- a) The Contractor must perform assessments for sharing with third parties including the Parole Board of Canada as requested by the Project Authority. These reports must meet CSC requirements and include, as a minimum, the following:
 - i. purpose of the report;
 - ii. social history (if not already on file);
 - iii. pertinent offense dynamic factors in relation to the mental condition.
 - iv. interview impressions;

v. psychiatric diagnosis, effect of the psychiatric treatment on behavior and risk, and attitude of the inmate toward psychiatric treatment;

vi. assessment of risk factors connect to the psychiatric condition, and risk management and relapse prevention plans that are related to the mental health condition of the assessed person.

- b) Assessments should focus on risk, past and current community functioning and recommendations for institutional or community-based mental health counseling, supervision strategies and involvement in further psychiatric treatment. The Contractor must only use standardized objective testing and validated risk assessment tools, if necessary. CSC's file information may be referenced. It is not necessary to repeat, in the report, information which is already on the offender's file.
- c) The Contractor must prepare and submit assessment reports at the date agreed upon with the Project Authority or his/her delegate.
- d) Unless being able to write the report in a CSC office, the contractor must send his report through a securised email (for example, using Postel or any other system approved by applicable security norms). Electronic copies are required for downloading the report in OMS. The contractor must also provide a signed copy of every assessment report.
- e) According to Guidelines for Sharing Personal Health Information, the Contractor must explain to inmates the limits to confidentiality and obligations of the Contractor to CSC prior to providing any services and ensure that all reports are shareable with the inmate.

5.2 The Contractor must visit incarcerated offenders in segregation areas or cell ranges as requested by the Project Authority.

5.3 Continuity of services

The Contractor must provide a backup resource to ensure continuity of services if the Contractor is unable to provide services in person due to, but not limited to, vacation or prolonged illness (illness of more than 5 days). The backup resource must be approved by the Project Authority and be in place prior to the absence of the Contractor. Any backup resource must have the qualifications and experience needed to meet the criteria used to select the Contractor and must be acceptable to CSC. The backup resource must also possess a valid security clearance in accordance with the contract's security requirements.

5.4 Location of Work

The Contractor must provide psychiatric care to offenders on-site at the sites mentioned under section 3, Objective.

At the request of the Project Authority, the Contractor could provide psychiatric assessment by telepsychiatry to offenders at the sites mentioned under section 3. Objective.

6. Grievance and Investigation Processes, Review Panels, CSC Boards of Investigations

- 6.1 The Contractor could be asked to participate in various CSC internal offender grievance/investigation processes which may include a review of the Contractor's documentation on the Health Care Records. Upon request from the Project Authority, the Contractor may have to undergo interviews as a result of an offender grievance/investigation process.
- 6.2 At the request of the Project Authority, the Contractor must participate in provincial review boards and panels as well as CSC Boards of Investigation.

7. Services related to the provision of Health Services in CSC

7.1 At the request of the Project Authority, the Contractor could be asked to provide the following services:

- a) participate in the review of policies and guidelines related to the provision of Health Services in CSC; and
- b) assume a role as part of a Professional Advisory Committee, participate in credentialing, and review professional practice issues.

8. Notification Requirements:

- 8.1 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 medical services to offenders.
- 8.2 The Contractor must notify the Project Authority immediately of any significant complaints lodged against the Contractor.

9. Security:

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

9.2 **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.

9.3 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 although prior arrangements for access may have been made.

10. Language of work

Services must be provided according to the official language chosen by the inmate, either French or English.

11. Constraints

11.1 Working within a correctional institutional environment:

11.2 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.

12. Support to the Contractor

12.1 CSC will provide the supplies and equipment required for health services to offenders, as determined and approved by the Project Authority and as applicable to the location(s) where services are provided.

13. Cancellation by the contractor

Any services delivery cancellation made by the contractor will not be paid.

ANNEX B – Proposed Basis of Payment

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

1. Professional Fees

1st period (from date of award to March 31, 2018)

Psychiatric Assessment Services

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

	Table (a)									
	RESOURCE NAME	ALL- INCLUSIVE RATE PER PSYCHIATRIC ASSESSMENT A	MAXIMUM ESTIMATED LEVEL OF EFFORT (number of assessments) B	Total (in Cdn \$) C = A x B						
1.	Federal Training Centre Institution		Maximum 20							
2	Donnacona Institution		Maximum 4							
3.	Joliette Institution		Maximum 4							
4.	Archambault Institution		Maximum 10							
5.	Regional Reception Centre (RRC-SHU)		Maximum 4							
6.	Drummond Institution		Maximum 4							
7	Cowansville Institution		Maximum 10							
8.	La Macaza Institution		Maximum 4							
9.	Port-Cartier Institution		Maximum 10							
10.	Montreal Metropolitain District		Maximum 5							
11.	East-West Disctrict		Maximum 5							

*The estimated level of effort is for evaluation purpose.

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

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

Subject to the exercise of an option to extend the Contract period in accordance with Article 4. Term of Contract, 4.2 Options to Extend Contract and 4.3 Option to Extend – Transition Period, the firm allinclusive rates for the contract period detailed in this Annex will be subject to upward adjustment to reflect the overall annual increase in the Consumer Price Index (CPI) for Canada for the previous calendar year as established by Statistics Canada. The Contracting Authority will determine these rates at the time the option is exercised using the following formula:

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

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

3.0 Cost Reimbursable Expenses

- 3.1 Canada will not accept any travel and living expenses for:
 - (a) Work performed at the Institution indicated under Annex A, Statement of Work, 3. Objective;
 - (b) Any travel between the Contractor's place of business and the Institution; and
 - (c) Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all inclusive hourly rates specified in this annex.

4.0 Applicable Taxes

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

Annex C – Security Requirement Check List

Governmen of Canada	nt Gouvernem du Canada	2130	Contract Number / Numéro du co 21 - 174 - 2336511 urity Classification / Classification d	
IN A CONTACTINEO Originating Government De Ministère ou organisme go	RMANION//PARTI		LA SÉCURITÉ (LVERS) ranch or Directorate / Direction gér	
a) Subcontract Number / N	uméro du contrat de	sous-traitance 3, b) Name and Address of 5	Région du Québec /Services de sar Subcontractor / Nom et adresse du	sous-traitant
Brief Description of Work / Services d'évaluation psychiat		u travaŭ		
a) Will the supplier require Le fournisseur aura-t-il a	access to Controlle coes à des marcha	d Goods? ndises contrôlées?		✓ No Yes Non Qui
b) Will the supplier require a Regulations?	access to unclassifi locès à des donnée ées techniques?	ed military technical data subject to the provisions of a techniques militaires non classifiées qui sont assuje		No Yes Non Oui
(Specify the level of acce	ess using the chart i	t-ils accès à des renseignements ou à des biens PR	OTEGES et/ou CLASSIFIES?	Non Oui
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Section 2	REMARQUE : S	i plusieure niveaux	are identified, a Security Class de contrôle de sécurité sont re	quis, un quide de classification	o. on de la sécurité d	oit être fourni.
b) May un Du pers	screened personne ionnel sans autoris	al be used for porticitation sécuritaire pe	one of the work? aut-il se voir confier des parties	du travali?		No Yes Non Oui
		rsonnel be escorted		AN DARGEL		No Yes
Dans l'i	affirmative, le perso	onnel en question s	era-t-ll escorté?			Non Oui
		RENSEIGNEMEN	MESURES OF PROTECTIC	ON (FOURNISSEUR)	的形式是非常常	
ronaan	UNTASSETS T	RENSEIGNEMEN	(13/DIENO			
a) Will the premise		ed to receive and s	tore PROTECTED and/or CLA	SSIFIED information or asset	s on its site or	No Yes
Le foun	hisseur sera-t-ll ten	nu de recevoir et d'e	entreposer sur place des rense	Ignements ou des biens PRC	TEGES et/ou	Non COU
CLASS						
b) Will the Le foun	supplier be require hisseur sera-t-ii ten	ed to saleguard CC nu de protéger des r	MSEC information or assets? renseignements ou das biens	COMSEC?		Non Ves
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OCCUL 1	t the supplier's site	or premises?	and/or modification) of PROTEC			Non Yes
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di Will the	sucolier be acuiro	to use its IT system	ns to electronically process, pro	turn or store PROTECTED on	Wor CLASSIFIED	No TYes
intoma	tion or data?	and the street				Non V Oui
renselg	nemants ou des do	innées PROTÉGÉS	es systèmes informatiques pour et/ou CLASSIFIÉS?	traiter, produire ou stocker ete	ctroniquement des	
				and the second second		
Dispose	era-t-on d'un lien él	ectronique entre le s	plier's IT systems and the gove systeme informatique du foumise	nment department or agency? seur et celui du ministère ou de	l'agence	No Yes
gouven	nementale?					
BS/SCT 3	50-103(2004/12)		Security Classification / C	assification de sécurité		
			Sound Strategy Contraction	approved of appoint		Canada
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Government Gouvernement of Canada du Canada

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RTC accommon (III) PARTIE Constitution For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of seleguarding required at the supplier's site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dassous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par internet), les réponses aux questions précédentes sont automatiquement saisles dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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attachments (e.g. SECRET with Attachments). Dans l'affirmative, classification" and indicate with Classification de sécurité » au haut et au bas du formulaire et indiquent le niveau de sécurité dans la case intituiée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada"

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Annex D Evaluation Criteria

1.0 Technical Evaluation:

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

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

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 1.5 References must be provided for each project/employment experience.
 - I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
 - II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
 - III. References must be presented in this format:
 - a. Name;
 - b. Organization;
 - c. Current Phone Number; and
 - d. Email address if available

1.6 Response Format

- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.



IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The proposed resource must hold a current license in good standing from the Collège des médecins du Québec and for the Fédération des médecins spécialistes du Québec . Bidders must include a copy of the license in their bid.		
M2	The proposed resource must be a current member in good standing with the Collège des médecins du Québec and of the Fédération des médecins spécialistes du Québec with a speciality in Psychiatry. Bidders must provide a copy of the membership with a specialty in psychiatry with their bid.		
M3	The proposed resource must have a minimum of six (6) months experience in providing psychiatric care in the last two (2) years.		



Annex E

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.
 - I) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

2. Litigation Rights:

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



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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

2.2 A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to 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.

3. Medical Malpractice Liability Insurance:

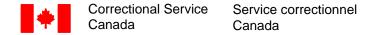
- 3.1 The Contractor must obtain Medical Malpractice Liability Insurance in an amount of \$10,000,000.00, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive 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 F

NATIONAL ESSENTIAL HEALTH SERVICES FRAMEWORK

(See attached document)



Annex G

IT SECURITY REQUIREMENTS TECHNICAL DOCUMENT

IT Security Requirements

The IT Security Requirements are derived from the <u>Operational Security Standard: Management of</u> Information Technology Security (MITS).

The requirements below apply to the above-noted contract and all contractors therein who access information of PROTECTED level sensitivity and use PROTECTED IT Equipment defined as: All Information Technology (IT) equipment and devices (such as, but not limited to, computers, laptops, USB flash drives, optical discs, memory cards, tablets) that are used to store and/or process information of PROTECTED level sensitivity.

- 1. Any suspected loss or theft of PROTECTED information must be reported by the Contractor to the Project Authority within *2 hours* of detection.
- 2. All PROTECTED IT Equipment must be located in a space that meets the requirements of an Operations Zone as defined in the <u>Treasury Board's Operational Security Standard on</u> Physical Security.
- 3. All PROTECTED information in the Contractor's custody stored, processed and/or shared electronically must be encrypted using a product that meets Government of Canada (GC) encryption standards as defined in <u>ITSA-11E CSEC Approved Cryptographic Algorithms</u> for the Protection of Sensitive Information and for Electronic Authentication and <u>Authorization Applications within GC</u> and protected by a strong password (minimum 8 characters, uppercase letters, lowercase letters and numbers).
- 4. All PROTECTED information in the Contractor's custody must be stored in Canada only. Storage of PROTECTED information outside Canada is prohibited. Only Canadian-based cloud storage services that are specifically-authorised by the department may be used to store PROTECTED information; all other cloud services are prohibited.
- 5. Current antivirus software must be installed and enabled with the most current virus definitions, updates and maintained on all PROTECTED IT Equipment.
- The Operating System (OS) of all computers used to store or process PROTECTED information must be vendor-supported, i.e. current security patches must be available and the product must not have reached end of life, and the latest versions of OS and applications security patches must be installed.
- 7. Each authorized user who accesses PROTECTED IT Equipment must have use their own unique account with user-level privileges and protected by a strong password. Computer accounts must not be shared. Computer accounts with Administrator-level privileges must be used for system administration tasks only and must not be used to access the Internet.
- 8. Security event logging must be enabled and logs kept for a minimum of 1 month on all PROTECTED IT Equipment.



- A password protected screen saver set to 15 minutes or less must be enabled on all PROTECTED IT Equipment.
- 10. All PROTECTED IT Equipment that is connected to the Internet must reside behind a network router that is securely-configured using industry best practices (e.g. NAT-enabled firewall, password-protected and documented configuration, security logging enabled, maintained and reviewed, and filtered access).
- 11. All PROTECTED IT Equipment must have its hard drives (and other internal storage) containing PROTECTED information removed and secured with the Contractor prior to the equipment being removed from the Contractor's premises for service.
- 12. If it has been determined that a hard drive used to store and/or process PROTECTED information is no longer serviceable, the hard drive must be removed from its host equipment and surrendered to the Project Authority for destruction.
- 13. When devices such as computer hard drives and portable data storage devices are no longer required to store or process PROTECTED information, the information must be securely destroyed in accordance with <u>ITSG-06 Clearing and Declassifying Electronic Data Storage</u> <u>Devices</u>. Any PROTECTED information stored on approved cloud storage services must also be deleted when no longer needed.
- 14. When PROTECTED information is displayed on a computer screen or viewed in printed format, it must not be viewable by unauthorized persons.
- 15. Any remote access to the Contractor's Information System and the PROTECTED information contained therein, including all remote connections to computers and other network devices, must be secured using industry best practices, e.g. encrypted connection, two-factor authentication, security logging, split tunneling disabled, access control lists, Contractor-provided and standard remote access software. Any party using the remote access must also meet all requirements listed in this document.

In addition, for contracts where a connectivity requirement has been identified in the SRCL (i.e. "yes" to question 11e), the following IT Security requirements must be met:

- 16. All PROTECTED equipment that has access to OMS, its ancillary applications or CSC's email system must meet the following requirements:
 - a. The BIOS is password-protected.
 - b. The BIOS is configured to allow booting only from the C: drive.
 - c. All wireless capability is disabled.
 - d. The system is locked or shut down when not in use.
- 17. All PROTECTED equipment that has access to OMS, its ancillary applications or CSC's email system must never have the following installed and/or used on the equipment:
 - a. Hacking tools that could circumvent security controls.
 - b. Peer-to-peer (P2P) software used to communicate with other systems over the Internet
 - c. Client-server software such as web servers, proxy servers or file servers, except Citrix Receiver.
 - d. Webmail services except Outlook Web Access to connect to CSC.
 - e. Remote-control software (unless specifically-authorised by the department).
 - f. Cloud services (e.g. Google Drive, Dropbox, Apple iCloud), unless specifically-authorised by the department (see Requirement 4).



Departmental Security – Physical and Personnel

In addition to the aforementioned items, compliance with the following items below is assumed through Designated Organization Screening (DOS) and Document Safeguarding Capability (DSC) verifications conducted by CISD:

- Each Contractor, Contractor's agents, subcontractors, volunteers or any other parties requiring access to PROTECTED information must hold a valid RELIABILITY STATUS security clearance, granted by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) and have a legitimate need-to-know for the information provided.
- When not in use, all portable data storage devices containing PROTECTED information must be secured in a security container that meets GC security standards within an Operations Zone.
- All documentation produced or completed by the Contractor which contains PROTECTED information must have its sensitivity labeled in the upper right hand corner on the face of each page of the document. Also, all removable storage media such as USB devices and backup tapes must be labelled with the sensitivity level of the information contained therein, e.g. PROTECTED.