



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services 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 therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux 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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Training and Specialized Services Division/Division de la
formation et des services spécialisés
11 Laurier St. / 11, rue Laurier
10C1, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet PSYCHOLOGICAL TESTING	
Solicitation No. - N° de l'invitation 47419-170281/A	Date 2017-03-02
Client Reference No. - N° de référence du client 1000330281	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZH-148-31134	
File No. - N° de dossier 148zh.47419-170281	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-03-28	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: St-Cyr, Audrey	Buyer Id - Id de l'acheteur 148zh
Telephone No. - N° de téléphone (873) 469-3925 ()	FAX No. - N° de FAX (819) 956-9235
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) Signature Date	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS.....	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 FORMER PUBLIC SERVANT	5
2.4 ENQUIRIES - BID SOLICITATION	5
2.5 APPLICABLE LAWS.....	6
PART 3 - BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS	7
ATTACHMENT 1 TO PART 3	9
ATTACHMENT 2 TO PART 3	10
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1 EVALUATION PROCEDURES	11
ATTACHMENT 1 TO PART 4.....	12
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	15
PART 6 – SECURITY AND OTHER REQUIREMENTS	16
6.1 SECURITY REQUIREMENTS	16
6.2 CBSA SECURITY REQUIREMENTS	16
6.3 INSURANCE REQUIREMENTS	17
PART 7 - RESULTING CONTRACT CLAUSES	18
7.1 STATEMENT OF WORK.....	18
7.2 STANDARD CLAUSES AND CONDITIONS.....	19
7.3 SECURITY REQUIREMENTS	20
7.4 TERM OF CONTRACT	21
7.5 AUTHORITIES	21
7.6 PAYMENT.....	22
7.7 INVOICING INSTRUCTIONS	24
7.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	24
7.9 APPLICABLE LAWS	25
7.10 PRIORITY OF DOCUMENTS	25
7.11 FOREIGN NATIONALS.....	25
7.12 INSURANCE REQUIREMENTS	25
7.13 CANCELING OR RESCHEDULING OF PSYCHOLOGICAL ASSESSMENT APPOINTMENT	25
7.14 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS (IF APPLICABLE)	26
ANNEX A	27
STATEMENT OF WORK	27
ANNEX B	34

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

BASIS OF PAYMENT	34
ANNEX C	36
INSURANCE REQUIREMENTS	36
ANNEX D	39
SECURITY REQUIREMENTS CHECK LIST.....	39
ANNEX E	40
REPORT TEMPLATE	40
ANNEX F	41
TASK AUTHORIZATION FORM	41
ANNEX G	42
LIST OF RESOURCES.....	42

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Attachments include the Pricing Schedule, Certifications and Additional information and the Mandatory Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Security Requirements Checklist, the Reports Template, the Task Authorization Form 572 and the List of Resources.

1.2 Summary

- 1.2.1 The Canada Border Services Agency (CBSA) has two main objectives in requiring the use of professional psychological service providers – to ensure that its front-line staff who are required to carry and use defensive equipment including firearms are psychologically fit to carry and used defensive equipment prior to their being hired by the Agency or undertaking training in the use of firearms; and, once so equipped, to ensure that their psychological fitness is maintained throughout their career.

CBSA requires the following services: management and coordination of psychological assessment services, registered clinical psychologists to conduct psychological assessments, a senior clinical psychologist to deliver and manage the psychological assessment services and offices to conduct psychological assessment services

- 1.2.2 The Work is to be performed on an "as and when requested" basis from the date of Contract to March 31, 2019, with three (3) additional optional periods of one (1) year. The work will be performed across Canada.
- 1.2.3 The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

-
- 1.2.4 The requirement is limited to Canadian goods and/or services.
- 1.2.5 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- 1.2.6 The requirement is not subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).
- 1.2.7 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information.

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.

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 *Standard Acquisition Clauses and Conditions 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, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) 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: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) 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 PWGSC will not be accepted.

2.3 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, bidders must provide the information required in the Attachment 2 to Part 3 - Certifications and additional information form before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (4 hard copies and 1 soft copy on a USB key)

Section II: Financial Bid (1 hard copy and 1 soft copy on a USB key)

Section III: Certifications and Additional Information (1 hard copy)

This bid solicitation uses Portable Document Format (PDF) technology. To access the PDF form, bidders must have a PDF reader installed. If bidders do not already have such a reader, there are several PDF readers available on the Internet. It is recommended to use the latest version of PDF reader to benefit all features of the interactive forms.

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 [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders 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 and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

Section II: Financial Bid

- a) Bidders must submit their financial bid in accordance with the Pricing Schedule in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- b) When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.6, Payment, of Part 7 of the bid solicitation.

Section III: Certifications and Additional information

Bidders should provide the certifications required under Part 5 and, as applicable, any related documentation and Additional Information.

- a) Bidders must complete their Certifications and Additional Information by using the PDF fillable form in Attachment 2 to Part 3 - Certifications and Additional Information.
- b) Bidders should complete the interactive form electronically before printing the document for submission. Bidders should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.
- c) The form should be signed.

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 1 TO PART 3

PRICING SCHEDULE

The Bidder must complete the pricing schedule for each of the periods specified for all the Services and include it in its financial bid.

See attached Excel spreadsheet: Attachment 1 to part 3 – Pricing Schedule.xls

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 2 TO PART 3

CERTIFICATIONS AND ADDITIONAL INFORMATION

See attached PDF fillable Form - Attachment 2 to part 3 – Certifications and Additional Information.pdf

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Phase I: Mandatory Technical Criteria

Refer to Attachment 1 to Part 4 (MT1 to MT3).

4.1.1.2 Phase II: Mandatory Technical Criteria - Registered Clinical Psychologists (after financial evaluation)

- a) Refer to Attachment 1 to Part 4 (MT4)
- b) Canada will evaluate the proposed Registered Clinical Psychologists of the top-ranked bid (identified after financial evaluation).
- c) The Contacting Authority will notify the bidder by e-mail of the requirement to propose Registered Clinical Psychologists under MT4. Upon such notification, the bidder will be given a maximum of 7 working days to provide a response with documentation that will demonstrate that the requirement is met.
- d) If Canada determines, that a Registered Clinical Psychologist does not meet the requirement, the bidder will be notified by e-mail and will be allowed to propose new resource. The bidder will have 48 hours to replace a non-responsive resource.
- e) If Canada determines that the bid does not meet the requirement, the bid will be declared non-responsive. In that case, Canada will evaluate the next ranked bid until a bidder meets the requirement.

4.1.2 Financial Evaluation

- a) For bid evaluation and bidder selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3 after Phase I of the Technical Evaluation.
- b) The responsive bids of Phase I will be ranked in ascending order of evaluated prices; the bid with the lowest evaluated price will be ranked first. The top ranked bid will be selected for the next step, Phase II: Evaluation of MT4 in accordance with 4.1.1.2 above.

4.1.2.1 Basis of Selection - Lowest Evaluated Price

To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all mandatory evaluation criteria of Phase I;
- c) meet the mandatory evaluation criterion of Phase II.

Bidders not meeting a), b) and c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for contract award. Only one bid will be recommended for contract award.

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.

PHASE I:

Item	Description
MT1	<p>The Bidder must have been in business for a minimum of five (5) years as of the bid solicitation closing date, providing Psychological Testing Services similar to the Services described in the Statement of Work.</p> <p>In case of a joint venture, at least one (1) member of the joint venture must meet the minimum 5 year requirement.</p> <p>The Bidder should provide one of the following supporting documents:</p> <ul style="list-style-type: none">• A copy of the business name Registration Certificate confirming the number of years the Bidder has been in business; or• A copy of the Provincial or Territorial Business Corporation Registration Certificate confirming the number of years the bidder has been in business; or• A copy of the Federal Business Incorporation Registration Certificate confirming the number of years the Bidder has been in business.
MT2	<p>The Bidder must have provided a minimum of 1000 psychological tests within the past 2 years from bid solicitation posting date to external organizations with the following constraints:</p> <ul style="list-style-type: none">• A minimum of 500 tests must have been for Psychological readiness to carry a duty firearm, other defensive equipment and suitability to work in a law enforcement environment. <p>In order to demonstrate compliance, the bidder must provide details of psychological tests conducted such as descriptions, examples, log-sheets, reports, tables, screen shots, invoices etc.</p>

MT3	<p>The Bidder must propose a Senior Clinical Psychologist must have experience conducting individual psychological assessments and have conducted a minimum of 100 individual psychological assessments to clients whose primary role is related to law enforcement or military and must be in any of the following types:</p> <ul style="list-style-type: none">a) Psychological readiness of a new recruit to carry a duty firearm, other defensive equipment and suitability to work in a law enforcement environment;b) Psychological readiness of existing employees to carry a duty firearm and other defensive equipment;c) Psychological fitness for the return of the duty firearm and/or defensive equipment following removal for non-administrative reasons;d) Psychological Assessment of armed officers following a non-administrative removal and before the return of defensive equipment, for substance abuse, recovery and/or sobriety management; ande) Readiness to resume or continue full armed duties following involvement in a critical incident or firearm discharge on duty/traumatic event. <p>The proposed Senior Clinical Psychologist must be registered and in good standing, with the Provincial and/or Territorial Regulatory Body of the province or territory in which the proposed resources practice Clinical Psychology.</p> <p>As a minimum, the Bidder must provide the following information for each test conducted:</p> <ul style="list-style-type: none">a) Client organization name;b) Date of testing; andc) Type of testing provided.
------------	---

PHASE II:

MT4	<p>The Bidder must propose 16 Registered Clinical Psychologists with a minimum of two in each of the following provinces:</p> <ul style="list-style-type: none">i) Nova Scotiaii) New Brunswick;iii) Quebec;iv) Ontario;v) Manitoba;vi) Saskatchewan;vii) Alberta; andviii) British Columbia <p>All Registered Clinical Psychologists must be fluent in English, with the exception of Quebec and New Brunswick where a minimum of one Registered Clinical Psychologist must be fluent in French.</p> <p>The Registered Clinical Psychologists must have experience conducting individual psychological testing and have conducted a minimum of 25 individual psychological tests to clients whose primary role is related to law enforcement or military and must be any of the following testings:</p> <ul style="list-style-type: none">a) Psychological readiness of a new recruit to carry a duty firearm, other defensive equipment and suitability to work in a law enforcement environment;b) Psychological readiness of existing employees to carry a duty firearm and other defensive equipment;c) Psychological fitness for the return of the duty firearm and/or defensive equipment following removal for non-administrative reasons;d) Psychological test of armed officers following a non-administrative removal and before the return of defensive equipment, for substance abuse, recovery and/or sobriety management; ande) Readiness to resume or continue full armed duties following involvement in a critical incident or firearm discharge on duty/traumatic event. <p>The Registered Clinical Psychologists must be registered and in good standing, with the Provincial and/or Territorial Regulatory Body of the province or territory in which the Office is located.</p> <p>As a minimum, the Bidder must provide the following information for each test conducted:</p> <ul style="list-style-type: none">a) Client organization name;b) Date of testing; andc) Type of testing provided.
------------	--

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

Bidders must complete their certifications required under Part 5 by using the Attachment 2 to Part 3.

PART 6 – SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - 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 Attachment 2 to Part 3 – Certifications and Additional Information
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 CBSA Security Requirements

- a) The CBSA will conduct its own personnel Reliability Status assessment on the recommended Bidder and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard, irrespective of whether such assessment has already been conducted under any such policies. Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized secure official with CBSA's "Personnel Security Screening Section"(PSSS), which is independent of the Public Services and Procurement Canada (PSPC), "Canadian Industrial Security Directorate" (CISD) and the "International Industrial Security Directorate" (IISD).
- b) For each proposed resources, the Bidder should submit a complete signed original TBS 330-23 Form – Personnel Screening Consent and Authorization (<https://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>) with their Bid. If not provided with the bid, the Bidder must provide it upon request and in the timeframe stated by the Contracting Authority.
- c) Until the credit check, fingerprinting* (if required) and all other security screening processes required by this Request for Proposal have been completed and the recommended Bidder (specifically the recommended Bidder personnel) is deemed suitable by the CBSA, no contract will be awarded and the recommended Bidder (specifically the recommended Bidder personnel) will **not** be permitted access to Protected / Classified information or assets, and further, will **not** be permitted to enter sites where such information or assets are kept.
- d) In the event the recommended Bidder is not deemed suitable following the security screening process required by the CBSA, the said recommended Bidder's bid will be deemed non-compliant and the next ranked Bidder will be **contacted**. If only one bid was obtained and the recommended

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

Bidder does not meet the security requirement, then, the Contracting Authority will determine the next steps in order to ensure all requirements are met.

***Fees are applicable. Fingerprinting, if required, will be at the Bidder's cost.**

6.3 Insurance Requirements

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

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Task Authorization

A. A portion of the Work described at Annex A, Statement of Work, will be performed under the Contract on an "as and when requested basis".

B. With respect to the Work mentioned under paragraph A of this clause,

- a) an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
- b) the TA Authority and limit will be determined in accordance with paragraph C of this clause;
- c) the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
- d) the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
- e) the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex F, Task Authorization Form. An authorized TA is a completed Annex F signed by the TA Authority.

C. TA Authority and Limit

The Project Authority may authorize individual TAs inclusive of any revisions up to a limit of \$25,000.00, Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

D. The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 7.6.2 (Canada's Total Liability, Cumulative Total of all authorized TAs not being exceeded).

7.1.2 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed in Annex E. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31; and
4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority and Project Authority no later than 15 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- a) the authorized task number or task revision number(s);
- b) a title or a brief description of each authorized task;
- c) the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- d) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- e) the start and completion date for each authorized task; and
- f) the active status of each authorized task, as applicable.

For all authorized tasks:

- a) the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- b) the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4008](#) (2008-12-12), Supplemental General Conditions - Personal Information

7.2.3 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.2.4 Specific Individuals - Registered Clinical Psychologists

The Contractor must provide the services of the Registered Clinical Psychologists listed in Annex G – List of Resources, to perform the Work as stated in the Contract. The Contractor must keep Annex G – List of Resources, up-to-date and provide a current electronic copy of the file to the Contracting Authority and Project Authority.

The List of Resources in Annex G, must include the following:

- (a) Name of the resource;
- (b) PWGSC Security Certificate number;
- (c) CBSA Security Clearance number;
- (d) Start date; and
- (e) End date, as applicable.

7.3 Security Requirements

The following security requirements (*SRCL and related clauses provided by ISP*) apply and form part of the Contract.

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.

7.3.1 PWGSC Security Requirements

- a) The Contractor must, at all times during the performance of the Contract, 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.
- b) The Contractor 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).
- c) The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval.
- d) After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
- e) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- f) The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex D;
 - b. *Industrial Security Manual* (Latest Edition).

Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

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

7.3.2 CBSA Security Requirements

- a) The CBSA, will conduct its own personnel Reliability Status assessment of the Contractor (specifically the Contractor personnel), which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check.
- b) If the Contractor (specifically the Contractor personnel), has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Contractor (specifically the Contractor personnel), will still undergo a security screening process to be conducted by the CBSA.
- c) The credit check and fingerprinting*, if required, will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Services and Procurement Canada's (PSPC), "Canadian and International Industrial Security Directorate" (CIISD).
- d) Until the credit check, fingerprinting* (if required) and all other security screening processes required have been completed and the Contractor (specifically the Contractor personnel) is deemed suitable by the CBSA, the Contractor (specifically the Contractor personnel) will not be permitted access to Protected / Classified information or assets, and further, will not be permitted to enter sites where such information or assets are kept.

****Fees are applicable. Fingerprinting, if required, will be at the Bidder's cost.***

7.4 Term of Contract

7.4.1 Period of the Contract

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

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 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 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.

7.4.3 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 30 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 as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 10 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Audrey St-Cyr
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Training and Specialized Services Division
11 Laurier St., Gatineau, QC

Telephone: 819-420-0910
Audrey.st-cyr@pwgsc-tpsgc.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.

7.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Project Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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.

7.5.3 Contractor's Representative

Name: _____
Title: _____
Address: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.6 Payment

7.6.1 Basis of Payment

7.6.1.1 Authorized TA

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

7.6.1.2 Firm Lot Price TA – Psychological Assessments

When the applicable basis of payment specified in a TA authorized and issued under the Contract is firm lot price, in consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm lot price stipulated in the authorized TA, as determined in accordance with the basis of payment cost elements in Annex B. Customs duties are included and Applicable Taxes are extra.

7.6.1.3 TA subject to a Limitation of Expenditure

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- a) Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are included and Applicable Taxes are extra.
- b) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- c) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - i) when it is 75 percent committed, or
 - ii) four (4) months before the contract expiry date,
 - iii) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, to which article 7.7.1.2(a) and (c) with TA subject to a Limitation of Expenditure, apply,whichever comes first.
- d) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.6.3 Method of Payment – 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.

7.6.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7 Invoicing Instructions

- (a) 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:

- i) a copy of time sheets to support the time claimed;
 - ii) a copy of the release document and any other documents as specified in the Contract;
 - iii) a copy of the invoices, receipts and vouchers for all direct expenses;
 - iv) a current List of Resources (Annex F).
- (b) Invoices must be distributed as follows:
- i) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - ii) A copy of the summary invoice must be forwarded via email to the Contracting Authority identified under the section entitled "Authorities" of the Contract at the following email address: tpsgc.facturationzh-zhinvoicing.pwgsc@tpsgc-pwgsc.gc.ca. The contract number and contracting authority's name must be entered in the subject line of the email.

7.8 Certifications and Additional Information

7.8.1 Compliance

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

7.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.8.3 Canadian Content Certification

SACC Manual clause A3060C (2008-05-12), Canadian Content Certification

7.9 Applicable Laws

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

7.10 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
- c) the Supplemental General Conditions 4008 (2008-12-12) - Personal Information
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Insurance Requirements;
- g) Annex D, Security Requirements Check List;
- h) Annex E, Report Templates;
- i) Annex F, TA form;
- j) Annex G, List of Resource;
- k) the signed Task Authorizations (including all of its annexes, if any);
- l) the Contractor's bid dated _____.

7.11 Foreign Nationals

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

7.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. 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) working 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.

7.13 Canceling or Rescheduling of Psychological Assessment Appointment

- a) Without restricting any other terms and conditions of the Contract, any scheduled psychological assessment appointment may be canceled or rescheduled in whole or in part by Canada by giving a written notice to the Contractor or Canada at least 48 hours prior to the psychological assessment appointment.
- b) If Canada cancels or reschedules a psychological assessment appointment without providing a written notice of at least 48 hours, then the Contractor will be paid for the psychological assessment in accordance with Annex B, Basis of Payment. If Canada cancels or reschedules a psychological

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

assessment appointment without providing a written notice of at least 12 hours, then the Contractor will be paid for the psychological assessment, travel time (if any) and will be reimbursed for any non-refundable and non-transferrable travel charges (if any) incurred without any allowance for overhead or profit in accordance with Annex B - Basis of Payment.

7.14 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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

ANNEX A

Statement of Work

1. SCOPE

1.1 OBJECTIVE

The Canada Border Services Agency (CBSA) has two main objectives in requiring the use of professional psychological service providers – to ensure that its front-line staff who are required to carry and use defensive equipment including firearms are psychologically fit to carry and used defensive equipment prior to their being hired by the Agency or undertaking training in the use of firearms; and, once so equipped, to ensure that their psychological fitness is maintained throughout their career.

1.2 BACKGROUND

In 2006, the Government of Canada took the decision to train and equip officers of the CBSA working at the border or engaged in other enforcement activities with firearms in addition to the defensive equipment they already carried. In taking this decision, it was recognized that the authorities, duties and responsibilities of officers would not change, however; the CBSA would need to be more diligent in its recruiting and assessment of officers to ensure they were emotionally and psychologically suited to carry and use a firearm. As the level of expertise required to undertake these assessments did not pre-exist within the CBSA, to meet urgent training requirements this activity was contracted to outside professional psychological service providers. Although the initiative has been completed over a period of 10 years, the need to perform assessments of existing officers and potential recruits remains high.

1.3 ESTIMATED NUMBER OF ASSESSMENTS PER YEAR

Type of Evaluation	Annual Estimate
Psychological readiness of officer candidates to carry a duty firearm, other defensive equipment and suitability to work in a law enforcement environment	850
Psychological readiness of existing CBSA employees to carry a duty firearm and other defensive equipment	125
Psychological fitness for the return of the duty firearm and/or defensive equipment following removal for non-administrative reasons	25
Evaluation of armed officers for substance abuse, recovery and/or sobriety management	10
Readiness to resume/continue full armed duties following involvement in a critical incident/firearm discharge on duty/traumatic event	3
Total estimated evaluations per year	1013

2. TERMINOLOGY

For the purpose of this requirement the following definitions apply:

Applicant: Includes Employees, Officer Candidates and Recruits.

Employee: Includes full-time, part-time, casual, seasonal (on season), term and indeterminate employees.

Office: Professional place where the clinical psychologist conducts its business and assessments.

Officer Candidate: A person who has made application for employment as a CBSA front-line officer (border services officer) and who is in the course of the selection process

Non-administrative Removal: The removal (taking away) or restriction of access to defensive equipment including a firearm for a reason of cause related to the behavior or conduct of the officer, on or off-duty,

Recruit: A person selected for employment as an officer of the CBSA while he/she is engaged in training in the Officer Induction Training Program.

3. APPLICABLE AND REFERENCE DOCUMENTS

Canadian Code of Ethics for Psychologists

<http://www.cpa.ca/cpsite/userfiles/Documents/Canadian%20Code%20of%20Ethics%20for%20Psycho.pdf>

The Official Languages Act

<http://laws.justice.gc.ca/enO-3.01/index.html>

Treasury Board of Canada Secretariat

http://www.tbs-sct.gc.ca/pubpol_e.html

4. REQUIREMENTS

4.1 SCOPE OF WORK

The Contractor must provide:

- a) Management and Coordination of Psychological Assessment Services as detailed in section 4.2.1;
- b) Registered Clinical Psychologists to conduct Psychological Assessments on an as and when requested basis at various locations as detailed in section 4.2.2;
- c) A Senior Clinical Psychologist to deliver and manage the Psychological Assessment Services as detailed in section 4.2.3; and
- d) Offices to conduct Psychological Assessment Services as detailed in section 4.2.4.

4.2 TASKS

4.2.1 Management and Coordination of Psychological Assessment Services

The contractor must:

- a) Maintain a pool of a minimum of 16 Registered Clinical Psychologists, with a minimum of two Registered Clinical Psychologists in each of the following provinces:
 - ix) Nova Scotia;
 - x) New Brunswick;
 - xi) Quebec;
 - xii) Ontario;
 - xiii) Manitoba;
 - xiv) Saskatchewan;
 - xv) Alberta; and
 - xvi) British Columbia

All Registered Clinical Psychologists must be fluent in English, with the exception of Quebec and New Brunswick where a minimum of one Registered Clinical Psychologist must be fluent in French.

- b) Manage and maintain a list of all the Registered Clinical Psychologists in the pool and in accordance with Annex G. When there are changes to the pool, the Contractor must provide an updated list to the Project Authority within 2 working days. Any new (or replaced) Registered Clinical Psychologists must be evaluated and accepted by the CBSA.
- c) Within 2 working days of receiving a task authorization, contact the Applicant by email or phone to:
 - i) Schedule the applicant for a psychological assessment;
 - ii) Advise the Applicant of actions required to complete the psychological assessments; andIf the Applicant does not respond to within 3 working days of the initial contact, the Project Authority must be notified by email;
- d) As per the CBSA guidelines, schedule a psychological assessment (as detailed in 4.2.2 Psychological Assessments) in the specified location;
- e) Obtain proper consent from Applicants via standard consent forms (provided by CBSA);
- f) Transfer hard-copy files via courier between contractor clinics as required;
- g) Participate in conference calls with CBSA to discuss emerging issues and related items monthly following contract award, then quarterly after the first year, or as requested;
- h) On a weekly basis, create summary reports containing information on the number and types of assessments provided and whether the services were provided according to agree upon service levels and send them to the CBSA by email;
- i) If a deadline is not met, document the circumstances and report it as part of the weekly summary report;
- j) Within 2 working days of email request, make appropriate personnel available to discuss complex cases that may require additional evaluation or assessment follow-up; and
- k) Information pertaining to an individual who has been assessed, interviewed or assessed by a clinical psychologist on behalf of the CBSA is considered personal information and must be protected in accordance with the provisions of the *Privacy Act*.

4.2.2 Registered Clinical Psychologists

The Contractor must provide Registered Clinical Psychologists that meet the qualifications detailed in section 6.2. The Registered Clinical Psychologist must conduct the following assessments:

- a) Psychological readiness of Officer Candidates to carry a duty firearm, other defensive equipment and suitability to work in a law enforcement environment:
 - i) Administer and interpret the MMPI-2 and 16PF; and
 - ii) Conduct a stress interview and a clinical interview.
- b) Psychological readiness of existing CBSA employees to carry a duty firearm, other defensive equipment:
 - i) Administer and interpret the MMPI-2 and 16PF.
- c) Psychological fitness for the return of the duty firearm and/or defensive equipment following removal for non-administrative reasons:
 - i) Administer and interpret the MMPI-2 and MCMI-III;
 - ii) Administer and interpret any other psychometric assessments as appropriate or required to evaluate the issue; and

- iii) Conduct a clinical interview.
- d) Psychological assessments of armed officers following a non-administrative removal and before the defensive equipment is returned, for substance abuse, recovery and/or sobriety management:
 - i) Administer and interpret the MAST, DAST and DSM-V Diagnostic;
 - ii) Administer and interpret the responses of a questionnaire; and
 - iii) Conduct a clinical interview.
- e) Readiness to resume or continue full armed duties following involvement in a critical incident or firearm discharge on duty or traumatic event:
 - i) Conduct a clinical interview that will include assessment of readiness to return to full duties at a location identified by the CBSA. This could include travel to a CBSA location and incur travel costs to be paid by the CBSA; and
 - ii) Education of signs and symptoms of Post-Traumatic Stress Disorder (PTSD).

4.2.3 Senior Clinical Psychologist

The Contractor must provide a Senior Clinical Psychologist that meets the qualifications detailed in section 6.1. The Senior Clinical Psychologist must perform the following tasks:

- a) Revise all Applicant assessment material for the purpose of preparing structured and clinical interview questions and subsequent reports establishing suitability to carry a firearm safely and responsibly;
- b) Responsible to provide all administrative arrangements including, but not limited to, booking of assessment locations if not provided by the CBSA, scheduling of assessments, contacting individuals for the assessment, evaluation and reporting of the results for CBSA personnel. This task can be assigned to an administrative assistant
- c) Primary contact for expertise as required for consultation and clarification purposes.
- d) Work with the CBSA Psychological Support Professional , providing consultative support, responding to inquiries regarding the services offered;
- e) Make sure that the personnel who are providing services to CBSA clients meet the qualifications;
- f) Ensure that all deliverables are met;
- g) Provide quality assurance for the services provided, which includes, but is not limited to: identifying issues and providing clarification when required, and recommending corrective actions to ensure that all services meet best practices and all the requirements including the language requirement; and
- h) At all times, ensure the performance of its resources, in accordance with the terms and conditions of the Contract, in the completion of all work, and in the spirit of the values and ethics set by the Canadian Code of Ethics for Psychologists

4.2.4 Offices

The Contractor must provide Offices to conduct the Psychological Assessments within 200 km of any and all CBSA Satellite Locations identified in Table 1 of Article 7.

5. DELIVERABLES AND ACCEPTANCE CRITERIA

- 5.1 The Contractor must provide weekly reports (including nil reports), on Psychological Assessment activities to the Project Authority with the following information
 - a) the status of all assessments being administered,
 - b) total number of assessments administered,
 - c) total number of employees deemed "suitable" and "unsuitable", and
 - d) status of feedback requests.

- 5.2 Following the Psychological readiness detailed in section 4.2.2, the Contractor must provide psychological assessment results declaring candidates or employees as "suitable" or "unsuitable", to the Project Authority, and provide high-level feedback on individual assessment results to employees, if requested and/or required.
- 5.3 Following the Psychological fitness detailed in section 4.2.2, the Contractor must provide, within two weeks of the assessment, a summary report, which must contain the following:
- a) A response to all questions asked by the CBSA;
 - b) Recommendations;
 - c) A comprehensive resource list of clinical psychologists in their region, if required and requested; and
 - d) Recommendation regarding fitness for return of the duty firearm and/or defensive equipment.
- 5.4 Following the Evaluation for substance abuse detailed in section 4.2.2, the Contractor must provide, within two weeks, a summary report, which must contain:
- a) A response to all questions asked by the CBSA;
 - b) A comprehensive resource list of clinical psychologists in their region, if required and requested;
 - c) Recommendations regarding sobriety recovery and management options, if required;
 - d) Recommendation regarding fitness to carry the duty firearm, other defensive equipment and to enforce program legislation; and
 - e) Recommendation regarding follow-up assessment, if required.
- 5.5 Following Readiness to resume or continue full armed duties detailed in Section 4.2.2, the Contractor must provide the CBSA Psychological Services Professional with a copy of the summary report, with recommendation regarding readiness to return to the full scope of duties including the wear of the duty firearm and/or other defensive equipment.
- 5.6 The Contract must provide the list of the Registered Clinical Psychologists by e-mail to Project Authority on a monthly basis.

6. RESOURCE QUALIFICATIONS

6.1 Senior Clinical Psychologist

The Senior Clinical Psychologist must have experience conducting individual psychological assessments and have conducted a minimum of 100 individual psychological assessments to clients whose primary role is related to law enforcement or military and must be in any of the following types:

- f) Psychological readiness of a new recruit to carry a duty firearm, other defensive equipment and suitability to work in a law enforcement environment;
- g) Psychological readiness of existing employees to carry a duty firearm and other defensive equipment;
- h) Psychological fitness for the return of the duty firearm and/or defensive equipment following removal for non-administrative reasons;
- i) Psychological assessments of armed officers following a non-administrative removal and before the return of defensive equipment, for substance abuse, recovery and/or sobriety management; and
- j) Readiness to resume or continue full armed duties following involvement in a critical incident or firearm discharge on duty/traumatic event.

The proposed Senior Clinical Psychologist must be registered and in good standing, with the Provincial and/or Territorial Regulatory Body of the province or territory in which the proposed resources practice Clinical Psychology.

6.2 Registered Clinical Psychologists

The Registered Clinical Psychologists must have experience conducting individual psychological assessments and that has conducted a minimum of 25 individual psychological assessments to clients whose primary role is related to law enforcement or military and must be in any of the following types:

- Psychological readiness of a new recruit to carry a duty firearm, other defensive equipment and suitability to work in a law enforcement environment;
- Psychological readiness of existing employees to carry a duty firearm and other defensive equipment;
- Psychological fitness for the return of the duty firearm and/or defensive equipment following removal for non-administrative reasons;
- Psychological assessment of armed officers following a non-administrative removal and before the return of defensive equipment, for substance abuse, recovery and/or sobriety management; and
- Readiness to resume or continue full armed duties following involvement in a critical incident or firearm discharge on duty/traumatic event.

The proposed Clinical Psychologists must be registered and in good standing, with the Provincial and/or Territorial Regulatory Body of the province or territory in which the proposed resources practice Clinical Psychology.

7. LOCATIONS OF WORK

The Contractor must conduct Psychological Assessments in any of the following locations:

- CBSA satellite locations identified in Table 1;
- Office provided by the Contractor; and
- Other location identified by the CBSA.

The exact location will be identified in the Task Authorization.

Table 1 - CBSA Satellite Locations

City/Region	Address
1. Saint-John, NB	65 Canterbury St 1 st Floor Port Office, Saint John, NB E2L 2C7
2. Québec, QC	130 Dalhousie St, Quebec, QC G1K 4C4
3. Montréal, QC	400 Place Youville, Montreal, QC H2Y 2C2
4. National Capital Region	No CBSA Address. NCR defined by the National Capital Act: http://laws-lois.justice.gc.ca/eng/acts/N-4/page-4.html#h-13
5. Toronto, ON	1980 Matheson Blvd P.O. Box 7000, Stn A, Mississauga, ON L5A 3A4
6. Niagara Falls, ON	5660 Falls Ave, Niagara Falls, ON L2E 6T1
7. Windsor, ON	2500 Ouellette, Windsor, ON N8X 1L4
8. Sault-Ste Marie, ON	125 Huron St, Sault Ste. Marie, ON P6A 1R3
9. Winnipeg, MB	269 Main St., Winnipeg, MB, R3C 1B3
10. Regina, SK	2510 Sandra Schmirler Way, Regina, SK S4W 1B7
11. Calgary, AB	2588 – 27 th St. N.E., Calgary, AB T1Y 7G1
12. Vancouver, BC	333 Dunsmuir St, Vancouver, BC V6B 5R4
13. Halifax, NS	1969 Upper Water St., Purdy's Tower 2, 5 th Floor, Halifax, NS B3J 3R7

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

8. CONSTRAINTS

8.1 Travel Requirements

Registered Clinical Psychologists must conduct the Work to the locations identified in the Authorized Task. Travel and living expenses to “other locations identified by the CBSA” must be pre-approved by the Project Authority and will be reimbursed in accordance with Annex B – Basis of Payment.

8.2 Language

All the Services provided to Applicants must be offered in both official languages (English and French). The Services must be provided in the Applicant's preferred language.

The language of the Psychological Assessments will be defined in each individual authorized task.

The Senior Clinical Psychologist must be fluent in English or French for written and oral communication.

ANNEX B

Basis of Payment

1. During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below. All the Firm lot prices per assessment below must include the Services identified in section 4.1.1 and 4.1.2 of the Statement of Work.

1.1 During the initial contract period, the Contractor will be paid all inclusive firm lot price per assessment as follows:

Initial Contract Period	
Services	Firm lot price per assessment
Psychological readiness of officer candidates to carry a duty firearm, other defensive equipment and suitability to work in a law enforcement environment.	\$
Psychological readiness of existing CBSA employees to carry a duty firearm and other defensive equipment	\$
Psychological fitness for the return of the duty firearm and/or defensive equipment following removal for non-administrative reasons	\$
Evaluation of armed officers for substance abuse, recovery and/or sobriety management	\$
Readiness to resume/continue full armed duties following involvement in a critical incident/firearm discharge on duty/traumatic event	\$

1.2 During the extended periods of the Contract, the Contractor will be paid all inclusive firm lot price per assessment as follow:

Option Period 1	
Services	Firm lot price per assessment
Psychological readiness of officer candidates to carry a duty firearm, other defensive equipment and suitability to work in a law enforcement environment.	\$
Psychological readiness of existing CBSA employees to carry a duty firearm and other defensive equipment	\$
Psychological fitness for the return of the duty firearm and/or defensive equipment following removal for non-administrative reasons	\$
Evaluation of armed officers for substance abuse, recovery and/or sobriety management	\$
Readiness to resume/continue full armed duties following involvement in a critical incident/firearm discharge on duty/traumatic event	\$

Option Period 2	
Services	Firm lot price per assessment
Psychological readiness of officer candidates to carry a duty firearm, other defensive equipment and suitability to work in a law enforcement environment.	\$
Psychological readiness of existing CBSA employees to carry a duty firearm and other defensive equipment	\$
Psychological fitness for the return of the duty firearm and/or defensive equipment following removal for non-administrative reasons	\$

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

Evaluation of armed officers for substance abuse, recovery and/or sobriety management	\$
Readiness to resume/continue full armed duties following involvement in a critical incident/firearm discharge on duty/traumatic event	\$

Option Period 3	
Services	Firm lot price per assessment
Psychological readiness of officer candidates to carry a duty firearm, other defensive equipment and suitability to work in a law enforcement environment.	\$
Psychological readiness of existing CBSA employees to carry a duty firearm and other defensive equipment	\$
Psychological fitness for the return of the duty firearm and/or defensive equipment following removal for non-administrative reasons	\$
Evaluation of armed officers for substance abuse, recovery and/or sobriety management	\$
Readiness to resume/continue full armed duties following involvement in a critical incident/firearm discharge on duty/traumatic event	\$

2. Cost Reimbursable Expenses

2.1 Task Authorization - Authorized travel and living expenses for Work

Concerning the requirements to travel described in 8.1 of the Statement of Work in Annex A, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed outside of a radius of 200 kilometers of the Contractor's place of business or the CBSA satellite locations identified in Table 1 of the Statement of Work in Annex A, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

All travel must have the prior authorization of the Project Contracting Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses: \$_____

ANNEX C

Insurance Requirements

G2001C - Commercial General Liability Insurance

- a) 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 \$5,000,000 per accident or occurrence and in the annual aggregate.
- b) The Commercial General Liability policy must include the following:
 - i) 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.
 - ii) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - iii) 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.
 - iv) 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.
 - v) 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.
 - vi) 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.
 - vii) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - viii) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - ix) 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.
 - x) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - xi) 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.
 - xii) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - xiii) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - xiv) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - xv) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - xvi) Litigation Rights: 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*

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

G2002C – Errors and Omissions Liability Insurance

- a) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 defence costs.
- b) 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.
- c) The following endorsement must be included:
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

G2004C – Medical Malpractice Liability Insurance

- a) 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.
- b) 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.
- c) 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.

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

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

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

ANNEX D

Security Requirements Check List

See attached Security Requirements Check List

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

ANNEX E

Report Template

See attached Sample MS Office Excel Spreadsheet for Periodic Usage Reports - Contracts with TAs

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

ANNEX F

Task Authorization Form

See Attached PDF document, Task Authorization Form

Solicitation No. - N° de l'invitation
47419-170281/A
Client Ref. No. - N° de réf. du client
47419-170281

Amd. No. - N° de la modif.
File No. - N° du dossier
47419-170281

Buyer ID - Id de l'acheteur
138zh
CCC No./N° CCC - FMS No./N° VME

ANNEX G

List of Resources

See attached document, List of Resources