RETURN OFFERS TO :	Title			
Bid Receiving:	Psychologist services – Psychology reports			
Correctional Service of Canada	Solicitation No.	Date:		
Material Management	21301-19-2752784	April, 17th 2018		
250, montée St-François Laval (Québec) H7C 1S5	Client Reference No.			
Telephone No.: 450-661-9550 ext. 3210-3223	21301-19-2752784			
Bids submitted by facsimile will not be accepted.	GETS Reference No.			
	21301-19-2752784			
REQUEST FOR A STANDING	Solicitation Closes	Time Zone		
OFFER	at 2:00 PM	EDT		
	On May, 11th 2018			
Regional Individual Standing Offer (RISO)	Delivery Required :			
Canada, as represented by the Minister of the	See herein			
Correctional Service of Canada, hereby requests a Standing Offer on behalf of the Identified Users	F.O.B.			
herein.	Destination			
	Address Enquiries to:			
Comments:	Isabelle Gravel	T		
	Telephone No.:	Fax No.:		
	450-661-9550 ext. 3300	450-664-6626		
Vendor/Firm Name and Address:	Destination of Goods, Services and Construction:			
	As per call-up			
	La Macaza, see herein			
	Security			
	This request for a Standing Offer includes provisions for security.			
Telephone No. :	Instructions: See Herein			
<u> </u>	Name and title of person authorized to sign on behalf of Vendor/Firm			
Fax No. :				
	Name	Title		
Email:	Ivaille	Title		
	Signature	 Date		
GST # or SIN or PBN (Business #):				
22 3. 3 3 2 (24011000 11).	(Sign and return cover page with offer)			

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

#### 1. Introduction

Part 1

The Request for Standing Offer (RFSO) is divided into seven parts plus attachments and annexes, as follows:

i ait i	Conoral information. provides a general description of the requirement,
Part 2	Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

General Information: provides a general description of the requirement:

Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified:

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

#### 1.1 Summary

The Correctional Service of Canada (CSC) Health Services require the services of a psychologist (the services are described in Annex A) to provide psychological risk assessment services and/or neuropsychological assessments, assessments of the offenders' intellectual abilities or mental health assessments for the Institution located in the following geographic area of the Quebec Region:

☐ La Macaza Institution : 321 Chemin de l'Aéroport, La Macaza, QC, J0T 1R0

Several standing offers may be issued further to this process.

# 1.2 Period of the Standing Offer

From the issuing date to May 31st, 2019 with two optional one-year period.

#### 1.3 Trade agreement

This procurement is not subject to any trade agreement.

## 1.4 Funding

Based on previous business volume, Correctional Service of Canada (CSC), estimate, without commitment on its part, that standing offers could generate a total business volume of 105 000.00\$ taxes excluded for the three (3) years.

## 1.5 Revision of Departmental Name

As this request for Standing Offer is issued by Correctional Service of 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, shall be interpreted as a reference to CSC or its Minister.

# 1.6 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security, Financial and Insurance Requirements, and Part 7 – Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the <a href="Industrial Security Program">Industrial Security Program</a> (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.GC.ca/index-eng.html) website.

# 1.7 Debriefings

Offerors may request a debriefing on the results of the request for Standing Offer process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for Standing Offer process. The debriefing may be in writing, by telephone or in person.

#### 1.8 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 <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo@boa-opo.gc.ca</a>. You can also obtain more information on the OPO services available to you at their website at <a href="mailto:www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

#### **PART 2 - OFFEROR INSTRUCTIONS**

### 2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2017-04-27) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, is amended as follows:

**Delete: 60 days** (Offers will remain open for acceptance for a period of not less than 60 days) **Insert: 240 days** (Offers will remain open for acceptance for a period of not less than 240 days)

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation document.

Bids submitted by facsimile will not be accepted.

#### 2.2 Submission of Offers

Due to the nature of the Request for Standing Offer, transmission of offers by facsimile or e-mail to CSC will not be accepted.

Offers must be either sent by; Priority Post, by Post Canada or submitted to our Bid Office and must be presented only to Correctional Service Canada's (CSC) office by the date, time and place indicated on page 1 of the Request for Standing Offer.

## 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, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### **Definitions**

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

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

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

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

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, Applicable Taxes are excluded.

## 2.4 Enquiries - Request for Standing Offer

All enquiries must be submitted in writing to the Standing Offer Authority no later than three (3) calendar days before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

### 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

#### PART 3 - OFFER PREPARATION INSTRUCTIONS

## 3.1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer: two (2) hard copies

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

Section III: Certifications: one (1) hard copy

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

# Offerors are requested to submit their Financial Offer in an envelope separate from their technical offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offer.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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 Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

### Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Bidders must submit their rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

The rates specified in the financial proposal, when quoted by the Bidder, <u>must include</u> provision of all of the services described in Annex A - Statement of Work, including the total estimated cost of all travel and living expenses that may need to be incurred for:

- work described in Annex A, Statement of Work, of the bid solicitation required to be performed at the Institution and/or community site indicated under 3. Objective.
- b. travel between the successful bidder's place of business and the Institution and/or community site; and
- c. the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The rates specified in the financial proposal, when quoted by the bidder, <u>must not include</u> the cost of the supplies and equipment required to provide health services to CSC offenders (see Annex A, statement of work, article 13. Support to Contractor).

When preparing their financial bid, bidders should review clause 4.1.2, Financial Evaluation, of Part 4.

The Bidder's all-inclusive rates in response to the RFP and resulting contract(s) will apply to where the Work is to be performed as specified in the RFP and the resulting contract(s).

#### Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

## Section IV: Additional Information

1.1 Offeror's Proposed Site or Premises Requiring Safeguard Measures / IT Authorization for Storage or Processing

As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites 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

1.2 The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CSC will evaluate the offers.

#### 4.1.1. Technical Evaluation

# 4.1.1.1 Mandatory Technical Criteria

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

### 4.1.2 Financial Evaluation

The right of first refusal will be used when placing call ups (see Annex C – Call-up procedure), and the firm who will be identified as the most experienced will be considered first (see Annex H – Criterias for row ranking).

Offers containing a financial offer other than the one requested at **Article 3. Section II: Financial Offer** of **PART 3 – OFFER PREPARATION INSTRUCTIONS** will be declared noncompliant.

## 4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. All the responsive offers will be recommended for issuance of a standing offer.

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

# 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

## 5.1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting an offer in response to this request for standing offer (RFSO), the Offeror certifies that:
  - i. it has read and understands the Ineligibility and Suspension Policy;
  - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - iii. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
  - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
  - v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
  - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where an Offeror is unable to provide any of the certifications required by subsection A, it must submit with its offer the completed Integrity Declaration Form (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html). Offerors must submit this form to Correctional Service of Canada with their offer.

# 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a

time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

# 5.2.1 Integrity Provisions – Required documentation

**List of names**: all Offerors, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

- i. Offerors that are corporate entities, including those submitting an offer as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Offerors submitting an offer as sole proprietors, including sole proprietors submitting an offer as joint ventures, must provide a complete list of the names of all owners; or
- iii. Offerors that are a partnership do not need to provide a list of names.

List of Names:					
	_				
	_				
	=				
OR					
☐ The Offeror is a partnership					
		4.0	 	 	

During the evaluation of offers, the Offeror must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the offer.

# 5.2.2 Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<a href="http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_program.page?8\_ga = 1.229006812.1158694905.1413548969">http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_program.page?8\_ga = 1.229006812.1158694905.1413548969</a>).

Canada will have the right to declare an offer non-responsive or to set aside a Standing Offer if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## 5.2.3 Status and Availability of Resources

SACC Manual clause M3020T (2016-01-28) Status of Availability of Resources - Standing Offer

# 5.2.4 Language Requirements - Bilingual

By submitting an offer, the Offeror certifies that, should it be awarded a standing offer as result of the request for a standing offer, every individual proposed in its offer 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.

## 5.2.5 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

# 5.2.6 Licensing Certification

#### a. License to Practice

The Contractor must have current registration or license - in good standing - for Autonomous Practice of Psychology by a Provincial Registering/ Licensing Body in the province(s) of practice.

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

#### b. Competency to Practice

i.

The proposed psychologist must declare any past complaints upheld by the licensing body, any pending complaints, and any restrictions imposed by the licensing body, affecting the proposed psychologist's ability to provide psychological services to offenders, as follows (the proposed psychologist must check off box i. or box ii. below and provide details of complaints and/or restrictions if applicable):

	any area of professional conduct, and that his/her licence to practice psychology has no restrictions;
OR	
ii.	There are past complaints upheld by the licensing body, pending complaints, and/or restrictions imposed by the licensing body against the proposed psychologist. Details of the complaints (upheld and current) and/or restrictions are provided below in detail:

There are no past complaints upheld by the licensing body, pending complaints, or restrictions imposed by the licensing body against the proposed psychologist in

CSC will review the Competency to Practice certification including any declared issues that may call into question the proposed psychologist's competency, and/or restrictions imposed by the licensing body against the proposed psychologist. CSC may, at its sole discretion, declare a bid non-responsive according to the nature of the issues and/or restrictions described in this certification.

# 5.2.7 Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

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

## 6.1 Security Requirement

- 6.1.1 Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirement as indicated in Part 7A Standing Offer;
  - (e) the Offeror must provide the addresses of proposed sites or premises of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
- 6.1.2 Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 6.1.3 For additional information on security requirements, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<a href="http://ssi-iss.tpsgc.pwgsc.gc.ca/index-eng.html">http://ssi-iss.tpsgc.pwgsc.gc.ca/index-eng.html</a>) website.

#### 6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Annex F.

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

#### PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A STANDING OFFER

#### 1 Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

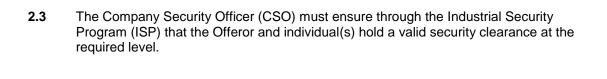
## 2 Security Requirement

- 2.1 The following security requirements (SRCL and related clauses provided by ISP) apply to and form part of the Standing Offer.
  - 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 Capability* (DSC) at the level of PROTECTED B issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
  - 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 CISD/PWGSC.
  - 3. 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. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B including an IT Link at the level of PROTECTED B.
  - **4.** Subcontracts, which contain security requirements, are NOT to be awarded without the prior written permission of the CISD/PWGSC.
  - **5.** The Contractor/Offeror must comply with the provisions of the:
    - Security Requirements Check List and Security Guide (if applicable), attached at Annex E;
    - b) Industrial Security Manual (Latest Edition).

# 2.2 Offeror's Site or Premises Requiring Safeguarding Measures / IT Authorization for Storage or Processing

Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror'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



# IT Security Requirements Technical Document /

Contract #:	21301-19-2752784
Date :	2018-01-03

## **IT Security Requirements**

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

The requirements below apply to the above-noted contract and all contractors and external partners therein who access information of PROTECTED level sensitivity and use **PROTECTED IT Equipment** (refer to Appendix A: Definitions).

- 1. Any suspected loss or theft of PROTECTED IT Equipment containing PROTECTED information must be reported by the Contractor to the Project Authority immediately.
- 2. All PROTECTED IT Equipment must be located in a space that meets the requirements of an Operations Zone as defined in the <u>Operational Security Standard on Physical Security and G1-026 Guide to the Application of Physical Security Zones.</u>
- 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 <a href="Cryptographic Algorithms for UNCLASSIFIED">Cryptographic Algorithms for UNCLASSIFIED</a>, <a href="PROTECTED A">PROTECTED B Information</a> 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 all Government of Canada (GC) information outside Canada is prohibited. Only Canadian-based cloud storage services that are specifically-authorised by CSC 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 on which it is possible to install antivirus software.
- 6. The Operating System (OS) and applications used on PROTECTED IT Equipment 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 security patches must be installed.
- 7. Each authorized user who accesses PROTECTED IT Equipment must use their own unique account with user-level privileges and protect it using 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 for general user tasks, e.g. surfing the Internet, checking email, accessing OMS.
- 8. Security event logging must be enabled and logs kept for a minimum of 1 month on all PROTECTED IT Equipment on which event logging is possible.
- A password protected screen saver set to 15 minutes or less must be enabled on all PROTECTED IT Equipment connected to or including a digital display or monitor.
- 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. When PROTECTED IT Equipment is no longer required to store or process PROTECTED information, the information stored on the equipment must be securely destroyed in accordance with <u>IT Media Sanitization</u>. Any PROTECTED information stored on approved Canadian-based cloud storage services must also be deleted when no longer needed.
- 12. All PROTECTED IT Equipment must have its internal data storage devices, e.g. hard drives, removed and secured with the Contractor prior to the equipment being removed from the Contractor's premises for service.
- 13. If it has been determined that PROTECTED IT Equipment is no longer serviceable, any internal data storage devices, e.g. hard drives, contained in the equipment must be surrendered to the Project Authority for destruction. If the internal storage cannot be removed from its host equipment, the host equipment itself must be surrendered to the Project Authority for destruction.
- 14. When PROTECTED information is displayed on the screens of PROTECTED IT Equipment or viewed in printed format, it must not be viewable by unauthorized persons.
- 15. Unless otherwise prohibited, any remote access to PROTECTED IT Equipment using Contractor-provided and/or CSC-provided standard remote access software must be secured using industry best practices, e.g. encrypted connection, two-factor authentication, controlled/restricted access, security logging, split tunneling disabled. All parties using the remote access must also meet all requirements listed in this document.

## Additional Security for Connectivity (and other External Partners)

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 IT equipment used to access Offender Management System (OMS), its ancillary applications or CSC's email system must meet the following requirements:
  - a. The BIOS is protected with a strong password.
  - b. The BIOS is configured to allow booting only from the system drive, e.g. C: drive.
  - c. All wireless capability is disabled.
  - d. The system is locked or shut down when not in use.
- 17. All PROTECTED IT equipment used to access OMS, its ancillary applications or CSC's email system must never have the following installed and/or used on the equipment unless specifically-authorised by CSC:
  - a. 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.
  - d. Web-based email services.
  - e. Remote-control software.
  - f. Cloud services, including storage (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 Canadian Industrial Security Directorate (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 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 Portable Data Storage Devices must be labelled with the highest sensitivity level of the information contained therein, e.g. PROTECTED B.

# **Appendix A: Definitions**

**PROTECTED IT Equipment -** All Information Technology (IT) equipment and devices (such as, but not limited to, servers, desktop computers, Portable Data Storage Devices) that are used to access, store and/or process information of PROTECTED level sensitivity.

**Portable Data Storage Device (PDSD) -** Devices that are portable and contain storage or memory into which users can store information are considered portable data storage devices. Examples of portable data storage devices include:

- USB devices (e.g. memory sticks, external hard drives);
- eSATA (External Serial Advanced Technology Attachment) devices;
- Tablets, laptops, smart devices (e.g. BlackBerry), and cameras; and
- Portable media tapes, optical discs (e.g. CDs and DVDs).

## **Appendix B: References**

- Operational Security Standard: Management of Information Technology Security (MITS) http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328
- Operational Security Standard on Physical Security http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12329
- G1-026 Guide to the Application of Physical Security Zones http://www.rcmp-grc.gc.ca/physec-secmat/pubs/g1-026-eng.htm
- Cryptographic Algorithms for UNCLASSIFIED, PROTECTED A, and PROTECTED B Information https://www.cse-cst.gc.ca/en/publication/itsp-40-111
- IT Media Sanitization https://www.cse-cst.gc.ca/en/publication/itsp-40-006v2
- G1-001 Security Equipment Guide http://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/seg/html/home\_e.htm

#### 3. Standard Clauses and Conditions

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

As this Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or it 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

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### 4. Term of Standing Offer

## 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the issuing date to May 31st, 2019.

## 4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for 2 additional periods of 12 months each, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 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 90 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 Standing Offer Authority

The Standing Offer Authority is:

Name: Isabelle Gravel

Title: Contracting and Procurement Regional Officer

Correctional Service of Canada

Material Management

Address: 250 Montée St-François

Laval. (Québec) H7C 1S5

Telephone: 450-661-9550 ext. 3300

Facsimile: 450-664-6626

E-mail address: <a href="mailto:lsabelle.Gravel@csc-scc.gc.ca">lsabelle.Gravel@csc-scc.gc.ca</a>

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

## 5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

# 5.3 Offeror's Representative

Name :	 
Title:	
Address :	
Telephone :	 _
Facsimile :	
E-mail address :	

#### 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive

disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Correctional Service of Canada

☐ La Macaza Institution: 321 Chemin de l'Aéroport, La Macaza, QC, J0T 1R0

## 8. Call-up Procedures

Call-up procedure is derailed in Annex C - Call-up Procedure. The right of first refusal applies to this standing offer.

# 9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the Call-up Against a Standing Offer form or an electronic version.

### 10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$4 500.00 (Applicable Taxes are excluded).

## 11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Applicable Taxes are excluded) (to be completed at the Standing Offer award) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or \_\_\_\_\_ months (to be completed at the Standing Offer award) before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### 12. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions Standing Offers Goods or Services;

- d) the general conditions 2010B; (2016-04-04), General Conditions Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex E, Security Requirements Check List;
- h) Annex F, Insurance Requirements;
- i) the Offeror's offer dated \_\_\_\_\_ (insert date of offer), (to be completed at the Standing Offer award)

#### 13. Certifications and Additional Information

# 13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

#### 13.3 SACC Manual Clauses

M3020C (2016-01-28) Status of Availability of Resources – Standing Offer

# 14. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

#### B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a callup against the Standing Offer.

## 1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer and in accordance with Annex A – Statement of Work.

#### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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

# 2.2 Replacement of Specific Individuals

- 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.

#### 3. Term of Contract

#### 3.1 Period of the Contract

The work must be completed in accordance with the call-up against the Standing Offer.

#### 4. 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.

#### 5. Payment

# 5.1 Basis of Payment

Payments will be made in accordance with Annex B – Basis of Payment

# 5.2 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 Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four 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.

#### 5.3 SACC Manual Clauses

SACC Manual clause H1000C (2008-05-12), Single Payment SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department

#### 5.4 Travel and Living Expenses

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

## 6. Invoicing Instructions

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

#### 6.2 Invoices must be distributed as follows:

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

# 6.3 Psychology Services Invoices

The Contractor must submit invoices on a monthly basis.

a. Psychology Services Invoice Format

All invoices must include the following as a minimum:

Name of Contractor
Registration/License Number
Contract Number
Date(s) of Service
Date of Invoice
Total number risk assessments, if applicable
Total number of neuropsychological assessments, if applicable
Total number of intelligence impairment assessments, if applicable
Total number of mental health assessments, if applicable
Total fees

- b. Additional Information for the Project Authority:
  - The Contractor must submit to the Project Authority only the list of offenders for which risk assessments were performed during the period covered by the invoice, if applicable; and
  - ii. The contractor must submit his/her clinic list for the period covered by the invoice, if applicable.

# 7. Certifications - Contract

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

#### 8. Insurance - Specific requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

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.

#### 9. 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.

#### 10. Closure of Government Facilities

- 10.1 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.
- 10.2 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.

# 11. Tuberculosis Testing

11.1 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.

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

# 12. Compliance with CSC Policies

- 12.1 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.
- 12.2 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.
- 12.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

#### 13. Health and Labour Conditions

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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."

#### 14. 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:

- 14.1 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:
- 14.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 14.3 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

14.4 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.

## 15. 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 <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo@boa-opo.gc.ca</a>.

#### 16. 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 or the contractor or 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.

# 17. Privacy

- 17.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 17.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

## 18. 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: www.bit.do/CSC-EN.

# **LIST OF ANNEXES**

ANNEX « A »: Statement of work

ANNEX « B »: Basis of payment

ANNEX « C »: Call-up procedure

ANNEX « D »: Instructions for designated users

ANNEX « E »: Security requirements checklist (SRCL)

ANNEX « F »: Insurance requirement

ANNEX « G »: Evaluation Criteria

ANNEX « H »: Criterias for row ranking

#### ANNEX A

#### STATEMENT OF WORK

#### 1. Introduction:

**1.1** The Correctional Service of Canada (CSC) Health Services require the services of a psychologist for :

The following correctional institution:

Joliette Institution (Women)

## 2. Background:

- **2.1** CSC has a legal obligation, under the Corrections and Conditional Release Act (CCRA), to "provide every offender with essential health care and reasonable access to non essential mental health care".
- **2.2** The Commissioner's Directives 800 series are the key references on essential health services covering Clinical services, mental health and public health services.
- 2.3 The mission of Health Services is to provide offenders with efficient and effective health services that encourage individual responsibility, promote healthy reintegration and contribute to safe communities.
- **2.4** Consistent with its transformation agenda, CSC recognizes that health outcomes are a shared responsibility between service providers and offenders. Offenders must be involved in taking responsibility and proactive measures to safeguard their health, which includes mental health.
- 2.5 In institutional settings, Health Services are provided in ambulatory Health Service Centres in institutions, regional hospitals and regional treatment / psychiatric centres. Incarcerated offenders may have to go to the community for emergency services, specialized health care services and for hospitalization that cannot be accommodated in CSC's regional hospitals. In CSC, health care is provided by a wide range of regulated and non-regulated health professionals.
- 2.6 In broad terms health care means medical, dental, mental health care and public health services. During the period of incarceration, offenders are provided with a range of coordinated health services that are accessible, affordable, and appropriate to the correctional environment.

# 3. Objective:

3.1 At the project manager's request, provide psychological risk assessment services and/or neuropsychological assessments, assessments of the offenders' intellectual abilities or mental health assessments for the following institution:

☐ La Macaza Institution : 321 Chemin de l'Aéroport, La Macaza, QC, J0T 1R0

#### 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 Aboriginal People.

## 4.2 Quality Assurance of Psychological Services:

- a. The Contractor must provide all services in compliance with federal and provincial legislation and standards, provincial and national guidelines, practice standards and CSC Policy/Guidelines including the CSC Mental Health Policy and guidelines.
- b. The Contractor must provide services in accordance with the ethical and professional practice standards of the applicable provincial regulatory body, the Canadian Code of Ethics for Psychologists and relevant legislation guiding the practice of Psychology within correctional settings.
- c. The Contractor is expected to consult with the Project Authority to ensure that all psychological practices are consistent with the relevant and most current legislation, practice standards and policies.
- d. On a yearly basis or as determined by the Project Authority, the Project Authority or designate will review a sample of reports to determine if they meet CSC and professional standards for psychological reports. If a report is judged to be substandard, the Contractor must amend the report as requested at no extra cost to the Crown. The amendment must be completed and the amended report submitted to the Project Authority within 48 hours following the date when the amendment was requested.
- e. Timeliness of the submission of all reports will be monitored on an ongoing basis by the Project Authority. Timeliness will form part of the assessment of the Contractor's work.
- **4.3** The following is a list of key relevant legislation and CSC Policy/Guidelines but should not be considered an exhaustive list. CSC's policies and guidelines can be found on the CSC internet website at www.CSC-SCC.GC.CA 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 800, Health Services
  - Commissioner's Directive 800-3 Consent to Health Service Assessment, Treatment and Release of Information
  - National Essential Health Services Framework
  - National Formulary
  - Guidelines for Sharing Personal Health Information
  - Mental health guidelines

#### 4.4 Documentation on CSC health care records:

- a. The Contractor must document all information relevant to the mental health services provided in compliance with relevant legislation, professional standards of practice and CSC's Documentation for Health Services Professionals guidelines.
- b. The Contractor must provide this documentation to the Project Authority or delegate using approved electronic media or methods for placement in the offender's psychology file and, at the request of the Project Authority, the Offender Management System (OMS). Placement of reports on the psychology file and in OMS will normally be carried out by CSC staff. However, the Project Authority may, at his/her sole discretion, request that the Contractor place reports in the offenders' psychology file and OMS.

c. As an accountability and quality assurance measure, the Project Authority will periodically review the Contractor's documentation for compliance with contract requirements, consistency and completeness.

# 4.5 Limits of Confidentiality

- a. Most psychological reports will be available to anyone with access to the Offender Management System (OMS), on a need to know basis. As the limits of confidentiality are broad, such as specified in the Commissioner's Directive 800-3 - Consent to Health Service Assessment, Treatment and Release of Information, before interviewing the offender, the Contractor must ensure that the limits to confidentiality have been communicated and that the offender has consented - in writing - to the assessment and/or counselling process.
- b. Contractors must use CSC Form 4000-18: Consent to Participate In / Receive Health Services for all cases and ensure that the form, signed by the offender and a witness, is included with all reports. (The Project Authority will supply copies of this form to the Contractor upon request). The Contractor must document the consent process in all reports by the Contractor.
- c. Relative to the assessment of risk, in the event that the offender refuses to provide consent, the Project Authority may request that Contractor complete the risk assessment process using all available information.

# 4.6 Information Sharing - Psychology Reports

- a. The Contractor must submit all reports in type written format. The Contractor must send a signed hard copy of reports along with an electronic copy on an encrypted USB stick (Microsoft Word compatible) or via an encrypted e-mail which must be approved beforehand by the department of the TI of the institution to Correctional Service Canada staff designated by the Project Authority. Electronic copies are required for uploading to the OMS.
- Completed psychological reports are to be signed by the Contractor, a psychologist registered for autonomous practice with adults in the province of practice. The Contractor assumes all responsibility for report content.
- c. If amendments to reports are requested by the Project Authority, the Contractor will respond to these requests and make amendments to the report as necessary within 48 hours of notification. If the request for an amendment originates with the offender, the institution will facilitate contact between the offender and the Contractor by phone as necessary. However, should the Project Authority determine that the situation requires direct intervention by the Contractor, the Contractor will arrange to interview the offender in person at the institution.

# 4.7 Handling and Safeguarding CSC Sensitive or Protected Information

For Services Provided in an Institution or Community Site

All of the original offenders' health care records, as well as all CSC protected or sensitive information, must remain at the institution or at the community site where the assessment service is located.

b. For Services provided at the Contractor's Place of Business

With the prior approval of the Government of Canada's Canadian Industrial Security Directorate (CISD) of Public Services and Procurement Canada (PSPC), the Contractor may be allowed to produce or store sensitive or protected information or data, including paper copies of original reports (see article 3 above), at his/her business location and on its IT systems. The Contractor must 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:

The contractor must specify (by checking the appropriate boxes) what type(s) of assessment it wants to conduct:
<ul> <li>□ Psychological risk assessment for sexual offences</li> <li>□ Psychological risk assessment for gratuitous or persistent violence</li> <li>□ Neuropsychological assessment</li> <li>□ Intellectual impairment assessment</li> <li>□ Mental health assessment</li> </ul>

## 5.1 Psychological Risk Assessment Services:

- a. The Contractor must perform and submit psychological risk assessment reports to the CSC Project Authority and designates for sharing with third parties including the Parole Board of Canada:
- b. Dates and times for offender interviews will be set by mutual agreement between the Project Authority or their designated representative and the Contractor;
- c. The Contractor must conduct assessment interviews, administer all psychological tests (unless prearranged for self-report measure see part f, below), interpret test results, and review offender files. Relevant files include Sentence Management, Case Management, and Psychology files. However, on occasion and if relevant to the specific case, the Contractor must review the Health Care and Security Intelligence files or, alternatively, consult with Health Care and/or Security Intelligence staff about the offender. Consultation with other CSC personnel about the offenders' referral and/or behaviour might also be necessary. The Contractor must integrate information obtained through testing, file review, clinical interview, and if relevant, staff member interviews, into a comprehensive psychological risk assessment report;
- d. The Contractor must use the results of at least one clinician rated actuarial measure measuring risk and needs that has been shown to be reliable and valid for use with offender populations according to published work, as well as measures of personality and intellectual functioning. The Contractor must interpret all tests in a standardized manner with the use of norms supplied by the test publisher and/or author only. Placement of results of interpreted data tests scores (for example, a percentile score, a percentage, or an odd ratio) in reports is acceptable when deemed necessary by the Contractor, as part of the standardized test reporting process, or when requested by the Project Authority. Reports must not contain raw test scores under any circumstances;
- e. The Contractor must provide all risk assessment tools and psychometric testing used to produce the assessments. He must use official versions of all scales/tools and respect all conditions to their use.
- f. The Contractor must provide the Project Authority and designates with all original test data. Sending this information is necessary to pay the contractor;
- g. In the event that the Contractor negotiates with a particular site to have CSC staff administer self-report measures including those assessing personality and intellectual functioning, or to have them provide recent relevant scores from in-house test administration, and thus does not administer these tests, the Contractor shall apply a discount of 5 % per assessment, for each relevant case.
- h. Psychological Risk Assessment reports must comply with the following requested content and format. Sections may be added to the standardized format according to case-specific needs. Please note that this format is not necessarily all-inclusive, but represents the minimum number of areas to be covered:

- **i. Demographic information:** Full name, age, date of birth, FPS number and ethnicity if relevant;
- **ii.** Reason for Referral: Specific referral criteria, source and date of referral, document that the limits of confidentiality (informed consent) have been discussed with the offender, sharing of information;
- **iii. Interview Information:** Date(s) seen, location of interview and the length of the interview(s):
- iv. **Documentation Reviewed:** Indicate briefly what critical documents were reviewed for the assessment as well as what critical information or documents were, or were not, available to the author:
- v. Brief Criminal History: A one to two paragraph synopsis of the criminal history, making reference to key files and documents. Include a brief overview/description of current offenses (official and offender versions; if they differ, otherwise indicate whether offender accepts official version), victim impact statements (if available), patterns/dynamics involved in or influencing criminal and/or offending behaviour(s) and the offender's understanding of these dynamics/patterns;
- vi. Institutional and/or Community Adjustment: A one to two paragraph synopsis of institutional and/or community adjustment, making note of a reference to the files for the interested reader should detailed information be required. Includes as applicable adjustment to the prison setting (e.g., relationships with peers, program involvement, misconducts, etc.) and adjustment/functioning in the community (e.g., employment, supports, programming, suspensions, etc.).
- vii. Brief Psychosocial History: Provide the elements of the history which contribute to the analysis of risk. Include, as applicable, a brief overview of family, marital, school, employment, psychiatric/mental health, substance abuse, behavioural and adjustment problems, medical injuries and impairments. Given the need for brevity, the focus should be on elements directly relating to risk while making note of a reference to the files for the interested reader can access should more detailed information be required.
- viii. Interview Impressions/Mental Health: Comment on presentation during interview, current mental and emotional functioning, a brief overview of mental health history, including history of self-harm (if applicable). Management strategies for other mental health issues should be provided as applicable.
- ix. Summary of Previous Assessments: A brief summary of findings of previous psychological and/or psychiatric risk assessment reports with a focus on patterns of and antecedents of crime (dynamic and static risk factors), and offence dynamics and the offender's understanding of these dynamics.
- x. Summary of previous treatments: Details of relevant treatments before the sentence or during the incarceration (objectives, results achieved, adherence to treatment, ability to transpose what was learned into daily life, impacts on the risk).
- xi. Cognitive Functioning and Personality: A brief synopsis of psychological tests administered and their validity, interpretation, and diagnosis where appropriate and applicable.
- **xii.** Clinical impressions: Based on the information gathered, an analysis of the personality and the offence cycle must be completed, specifying the elements likely to increase the criminal risk.
- xiii. Treatment Needs/Responsivity: Identify treatment needs areas specifically related to the offender's risk, areas of strengths as well as the relationship between risk and need. The type and intensity of intervention required, prioritization of treatment needs, special needs with respect to treatment delivery, and responsivity factors should be described. This typically involves consideration of issues such as age, ethnicity, cognitive deficits and/or learning style, interpersonal style, mental health, motivation and prior treatment experiences as applicable. The Contractor should also document indicators/examples of behavioural and attitudinal changes since incarceration in both positive and negative directions as applicable. In particular, this information must relate to the involvement in the Correctional Plan

and the quality of the Release Plan established by the offender, as the case may be (viability, availability of community support, openness to supervision, and release conditions).

### xiv. Assessment of Risk, Risk Management Strategies and

Recommendations: The results of the actuarial measures (both static and dynamic) used in the current assessment must be summarized in this section and must include an overall statement of risk that is congruent with guidelines or a current manual (if applicable) and empirical data associated with the tool(s) that was used. Reporting of percentile scores is acceptable while reporting of raw scores in the report is not acceptable under any circumstances. If applicable, an explanation should be given of any significant variance between the current results and those reported in earlier reports. This section of the report should also include a clear opinion on the best way to manage the risk by outlining the risk management associated with particular factors specific to the case and potential victims if there is a repeat offence. This should reflect both actuarial and clinical factors, identification of risk factors and protective factors, assessment of community risk issues, and case-specific risk management strategies, including critical aspects of a relapse prevention plan, if applicable, and referrals to correctional programs, psychiatry, training programs, etc. If it is estimated that the risk is not assumable in the community, risk management strategies must still be described for a possible release.

The offender's ability to function on conditional release (including, but not limited to Statutory Release) should be considered, recognizing not only his/her personal needs, but also the community's safety.

The Contractor should comment on ongoing treatment needs, whether special conditions such as abstinence from drugs or alcohol would be required, or any special residential, outpatient or other welfare needs that should be met in preparation for release or as a part of reintegration.

If the offender's behaviour begins to deteriorate, the Contractor should render an opinion on what would be the kinds of situations within the community to which the offender would become most vulnerable. As well, if the offender is on medication, the Contractor should advise what would be the likely early signs of the offender's failure to maintain to medication as prescribed and what would be the general, early signs of deterioration in conduct and whether or not this might indicate a drift back into criminal behavior;

- xv. Offender and Contractor Signature Block: The Contractor must sign the report and copies. Unless pre-arranged with the Project Authority, the Contractor must share the information with the offender and request that the offender sign the report to acknowledge that the information has been shared. CSC will distribute copies of the report in accordance with policy requirements.
- i. The contractor must make recommendations about the offender's mental health needs if they are associated with serious risks of self-injury, suicide or dangerousness for others, or even if the offender clearly needs help remaining stable with respect to mental and emotional health. The recommendations must also address the needs related to the criminogenic factors and risks. In community release cases, they must take into account the motivation of the offender.
- j. Unless the project manager took different measures, the Contractor must share the final report with the assessed offender. The Contractor must document that information sharing has occurred by having the offender sign and date the original report. If the offender refuses to sign, the Contractor must note this on the report and information sharing requirements will be considered to have been met.

- k. The Contractor must advise the Project Authority if he/she is unable to share the reports and coordinate signatures with the offender. At the discretion and prior approval of the project authority, CSC will assume the information sharing and offender signature responsibility.
- The Project Authority or designate will refer any questions or concerns the offender has
  on the report back to the attention of the Contractor. While under contract with CSC,
  the Contractor must answer questions posed by an offender regarding a report for a two
  (2) year period after sharing the report.

The contractor must submit its reports to the project manager or their designated representative no later than forty-five (45) days after the referral date. Upon the contractor's request or based on the scheduled hearings and at the project manager's discretion, these times may be postponed for a maximal period of thirty (30) days.

- m. The CSC Mental Health Department will enter finalized psychological risk assessment reports into OMS, and ensure that a copy has been share-printed to the Parole Board of Canada.
- n. CSC is required to complete Judicial Review Risk Assessments for some offenders. If the contractor agrees to complete an assessment during the judicial review, it shall be responsible for all the subsequent legal costs related to this assessment.

### For psychological risk assessments with sex offenders:

- o. The Contractor must collect information related to the dynamics of the offence, identify treatment needs and risk factors and determine the sexual offender's suitability for individual or group treatment programming. These assessments can also be carried out at intake or pre-release. When an assessment of a sexual offender is requested the Contractor must provide, in addition to the above content, a comprehensive description of psycho-sexual development, sexual misconduct and offenses.
- p. Specific content references to be included but not limited to in this description would be: history and development of sexual behaviour, information pertaining to prior child abuse, domestic abuse or violence against women perpetrated by the offender whether sexual or otherwise, information pertaining to co-offending and the relationship with the current sexual offense or sexual offense pattern, any attitudes supportive of sexual offending and sexual abuse, relationship problems particularly as they relate to intimacy deficits and social competence, factors relevant to their sexual offending (i.e., sexual self-regulation, intimacy issues, general self-regulation), general antisocial characteristics and psychopathology that may influence sexual offending and misbehaviour, and relevant medical history. Previous assessment results, including assessment of deviant sexual preference and prior programming results should also be considered. The psychological risk assessment of sex offenders should focus on the risk variables based on the empirical measures and include the static and dynamic risk factors. The risk assessment should include the use of a validated actuarial tool that is based on the factors specific to sex offences if possible.
- q. For male sex offenders, it is mandatory for the Contractor to use the STATIC-99R for all sexual offender risk assessments (including non-contact offenders, but not offenders exclusively involved in child pornography). Dynamic risk must be assessed using a clinician rated actuarial measure that has been shown to be reliable and valid (e.g., STABLE-2007, VRS-SO or the RSVP). For cases where there is currently limited data specific to that population (e.g., child pornography only offenders) then the Contractor must use a measure that is based on the available evidence (e.g., CPORT). No sex offending risk and recidivism actuarial measures are to be used for women sex offenders.

## 5.2 Neuropsychological Assessments

a. The Contractor must perform and submit neuropsychological assessment reports to the CSC Project Authority and designates for sharing with third parties including the Parole Board of Canada:

- b. Dates and times for offender interviews will be set by mutual agreement between the Project Authority and the Contractor;
- c. The Contractor must conduct assessment interviews, administer all psychological tests (unless prearranged for self-report measure see part f, below), interpret test results, and review offender files. Relevant files include Sentence Management, Case Management, and Psychology files. However, on occasion and if relevant to the specific case, the Contractor must review the Health Care and Security Intelligence files or, alternatively, consult with Health Care and/or Security Intelligence staff about the offender. Consultation with other CSC personnel about the offenders' referral and/or behaviour might also be necessary. The Contractor must integrate information obtained through testing, file review, clinical interview, and if relevant, staff member interviews, into a comprehensive neuropsychological assessment report;
- d. The Contractor must provide all the testing material he needs to conduct the assessment. He must use official versions of all scales/tools and respect all conditions to their use.
- e. The Contractor must provide the Project Authority and designates with all original test data:
- f. Neuropsychological assessment reports must comply with the following requested content and format. Sections may be added to the standardized format according to case-specific needs. Please note that this format is not necessarily all-inclusive, but represents the minimum number of areas to be covered:
  - **i. Demographic information**: Full name, age, date of birth, FPS number and ethnicity if relevant;
  - **ii. Evaluation Mandate :** Mandate submitted, source and date of mandate, document that the limits of confidentiality (informed consent) have been discussed with the offender, sharing of information;
  - **iii. Interview Information:** Date(s) seen, location of interview and the length of the interview(s);
  - iv. Documentation Reviewed : Indicate briefly what critical documents were reviewed for the assessment as well as what critical information or documents were, or were not, available to the author;
  - v. Description of the evaluation procedure and tools used, etc.: The Contractor should select appropriate tests according to the mandate received, such as the complexity and the durations of the selected tests.
  - vi. Personnel history of the offender: elements of the history relevant to this assessment;
  - vii. Summary of Previous Assessments: A brief summary of the conclusions of past psychological or psychiatric assessments, including past neuropsychological assessment;
  - viii. Detailed assessment of cognitive functions;
  - ix. Interpretation of results: Interpretation of test results should be in accordance with the applicable standards of interpretation. Explanation of the results obtained and possible impacts on cognitive and interpersonal functioning, possible link with crime, possible impacts of neuropsychological functioning on the ability to benefit from a cognitive-behavioral intervention aimed at the management of criminogenic factors;
  - x. Recommendations for Management: recommendations must be understandable by a reader with no psychology background. They will be targeted at all members who may work with the offender, including the mental health team, case management and various decision-makers, including the Parole Board of Canada (PBC).
  - xi. Offender and Contractor Signature Block: The Contractor must sign the report and copies. Unless pre-arranged with the Project Authority, the Contractor must share the information with the offender and request that the offender sign the report to acknowledge that the information has been shared. CSC will distribute copies of the report in accordance with policy requirements.

- g. Unless the project manager took different measures, The Contractor must share the final report with the assessed offender. The Contractor must document that information sharing has occurred by having the offender sign and date the original report. If the offender refuses to sign, the Contractor must note this on the report and information sharing requirements will be considered to have been met.
- h. The Contractor must advise the Project Authority if he/she is unable to share the reports and coordinate signatures with the offender. At the discretion and prior approval of the project authority, CSC will assume the information sharing and offender signature responsibility.
- i. The Project Authority or designate will refer any questions or concerns the offender has on the report back to the attention of the Contractor. While under contract with CSC, the Contractor must answer questions posed by an offender regarding a report for a two (2) year period after sharing the report.
- j. The contractor must submit its reports to the project manager or their designated representative no later than forty-five (45) days after the referral date. Upon the contractor's request or based on the scheduled hearings and at the project manager's discretion, these times may be postponed for a maximal period of thirty (30) days.
- k. The CSC Mental Health Department will enter finalized neuropsychological assessment reports into the electronic medical record.

# 5.3 Intellectual Impairment Assessment

- a. The Contractor must perform and submit intellectual disability psychological assessment reports to the CSC Project Authority and designates for sharing with third parties including the Parole Board of Canada;
- b. Dates and times for offender interviews will be set by mutual agreement between the Project Authority and the Contractor;
- c. The Contractor must conduct assessment interviews, administer all psychological tests (unless prearranged for self-report measure see part f, below), interpret test results, and review offender files. Relevant files include Sentence Management, Case Management, and Psychology files. However, on occasion and if relevant to the specific case, the Contractor must review the Health Care and Security Intelligence files or, alternatively, consult with Health Care and/or Security Intelligence staff about the offender. Consultation with other CSC personnel about the offenders' referral and/or behaviour might also be necessary. The Contractor must integrate information obtained through testing, file review, clinical interview, and if relevant, staff member interviews, into a comprehensive neuropsychological assessment report;
- d. The Contractor must provide all the testing material he needs to conduct the assessment. He must use official versions of all scales/tools and respect all conditions to their use.
- e. The Contractor must provide the Project Authority and designates with all original test data;
- f. Intellectual Disability assessment reports must comply with the following requested content and format. Sections may be added to the standardized format according to case-specific needs. Please note that this format is not necessarily all-inclusive, but represents the minimum number of areas to be covered:
  - i. Demographic information: Full name, age, date of birth, FPS number and ethnicity if relevant:
  - **ii. Evaluation Mandate :** Mandate submitted, source and date of mandate, document that the limits of confidentiality (informed consent) have been discussed with the offender, sharing of information;
  - iii. Interview Information: Date(s) seen, location of interview and the length of the interview(s):
  - iv. **Documentation Reviewed :** Indicate briefly what critical documents were reviewed for the assessment as well as what critical information or documents were, or were not, available to the author:
  - v. Description of the evaluation procedure and tools used, etc.

- vi. Personnel history of the offender: elements of the history relevant to this assessment:
- vii. Summary of Previous Assessments: A brief summary of the conclusions of past psychological or psychiatric assessments, including past intellectual disability assessment:
- **viii.** Evaluation of IQ with a recognized scale (usually WAIS-IV) to demonstrate the presence of significant intellectual limitations;
- ix. Evaluation of adaptive behavior with a recognized scale (generally ABAS-II) to demonstrate significant limitations of adaptive behavior in several areas (conceptual, social, etc.);
- x. Overall diagnostic impressions (DSM-5 findings based on the three essential criterias; differential diagnosis with other disorders that may explain the difficulties experienced by the person, etc.);
- xi. Recommendations for Management: recommendations must be understandable by a reader with no psychology background. They will be targeted at all members who may work with the offender, including the mental health team, case management and various decision-makers, including the Parole Board of Canada (PBC);
- xii. Offender and Contractor Signature Block: The Contractor must sign the report and copies. Unless pre-arranged with the Project Authority, the Contractor must share the information with the offender and request that the offender sign the report to acknowledge that the information has been shared. CSC will distribute copies of the report in accordance with policy requirements.
- g. Unless the project manager took different measures, the Contractor must share the final report with the assessed offender. The Contractor must document that information sharing has occurred by having the offender sign and date the original report. If the offender refuses to sign, the Contractor must note this on the report and information sharing requirements will be considered to have been met.
- h. The Contractor must advise the Project Authority if he/she is unable to share the reports and coordinate signatures with the offender. At the discretion and prior approval of the project authority, CSC will assume the information sharing and offender signature responsibility.
- i. The Project Authority or designate will refer any questions or concerns the offender has on the report back to the attention of the Contractor. While under contract with CSC, the Contractor must answer questions posed by an offender regarding a report for a two (2) year period after sharing the report.
- j. The contractor must submit its reports to the project manager or their designated representative no later than forty-five (45) days after the referral date. Upon the contractor's request or based on the scheduled hearings and at the project manager's discretion, these times may be postponed for a maximal period of thirty (30) days.
- k. The CSC Mental Health Department will enter finalized mental health assessment reports into the electronic medical record, and ensure that a copy has been share-printed to the Parole Board of Canada.

### 5.4 Mental Health Assessment:

- The Contractor must perform and submit mental health psychological assessment reports to the CSC Project Authority and designates for sharing with third parties including the Parole Board of Canada;
- b. Unless the project manager took different measures, The Contractor must share the final report with the assessed offender. The Contractor must document that information sharing has occurred by having the offender sign and date the original report. If the offender refuses to sign, the Contractor must note this on the report and information sharing requirements will be considered to have been met.
- c. Dates and times for offender interviews will be set by mutual agreement between the Project Authority and the Contractor;

- d. The Contractor must conduct assessment interviews, administer all psychological tests (unless prearranged for self-report measure see part f, below), interpret test results, and review offender files. Relevant files include Sentence Management, Case Management, and Psychology files. However, on occasion and if relevant to the specific case, the Contractor must review the Health Care and Security Intelligence files or, alternatively, consult with Health Care and/or Security Intelligence staff about the offender. Consultation with other CSC personnel about the offenders' referral and/or behaviour might also be necessary. The Contractor must integrate information obtained through testing, file review, clinical interview, and if relevant, staff member interviews, into a comprehensive neuropsychological assessment report;
- e. If the Contractor wishes to use psychometric testing to perform his assessment, he must provide the testing, use only official version of tests/assessment tools and respect all conditions to their use.
- f. The Contractor must provide the Project Authority and designates with all original test data;
- g. Mental health assessment reports must comply with the following requested content and format. Sections may be added to the standardized format according to case-specific needs. Please note that this format is not necessarily all-inclusive, but represents the minimum number of areas to be covered:
  - i. **Demographic information:** Full name, age, date of birth, FPS number and ethnicity if relevant; date of parole, full parole and statutory release, date of expiry of warrant, if applicable;
  - **ii. Evaluation Mandate :** Mandate submitted, source and date of mandate, document that the limits of confidentiality (informed consent) have been discussed with the offender, sharing of information;
  - **iii. Interview Information:** Date(s) seen, location of interview and the length of the interview(s):
  - iv. Documentation Reviewed: Indicate briefly what critical documents were reviewed for the assessment as well as what critical information or documents were, or were not, available to the author;
  - v. Description of the evaluation procedure and the tools used, etc.: Mental health assessment requires the use of the Mental Health Needs Scale (MHNS), which will be provided to the contractor by the Project Authority.
  - vi. Personnel history of the offender: elements of the history relevant to this assessment:
  - vii. History of Mental Health Care: History of mental health treatment, attempted suicide and/or self-harm, compliance with treatment
  - **Viii. Summary of Previous Assessments :** A brief summary of the conclusions of past psychological or psychiatric assessments.
    - ix. Current Mental Health: Mental state, summary of mental health problems if applicable (concerns related to relevant symptoms and related behaviors).
    - x. Summary, clinical advice and recommendations: an overall statement of specific mental health needs and/or responsiveness factors that can be managed in a less secure environment. If mental health problems are noted, an opinion on the relationship between mental health problems and the inmate's ability to function in a less secure environment must be expressed. Formulation of recommendations for strategies that could increase the inmate's ability to function in a lower security environment.
    - xi. Offender and Contractor Signature Block: The Contractor must sign the report and copies. Unless pre-arranged with the Project Authority, the Contractor must share the information with the offender and request that the offender sign the report to acknowledge that the information has been shared. CSC will distribute copies of the report in accordance with policy requirements.
- h. The Contractor must share the final report with the assessed offender. The Contractor must document that information sharing has occurred by having the offender sign and

- date the original report. If the offender refuses to sign, the Contractor must note this on the report and information sharing requirements will be considered to have been met.
- i. The Contractor must advise the Project Authority if he/she is unable to share the reports and coordinate signatures with the offender. At the discretion and prior approval of the project authority, CSC will assume the information sharing and offender signature responsibility.
- j. The Project Authority or designate will refer any questions or concerns the offender has on the report back to the attention of the Contractor. While under contract with CSC, the Contractor must answer questions posed by an offender regarding a report for a two (2) year period after sharing the report.
- k. The contractor must submit its reports to the project manager or their designated representative no later than forty-five (45) days after the referral date. Upon the contractor's request or based on the scheduled hearings and at the project manager's discretion, these times may be postponed for a maximal period of thirty (30) days.
- The CSC Mental Health Department will enter finalized mental health assessment reports into the electronic medical record, and ensure that a copy has been share-printed to the Parole Board of Canada.

### 5.5 Location of Work

- a. The Contractor must provide psychological assessment services to offenders on-site at the Institution or Community site as mentioned under section 3. Objective.
- b. The Contractor must visit incarcerated offenders in interview rooms in segregation or cell range areas as requested by the Project Authority.

### c. Telepsychology by Videoconferencing

If required, and at the request of the Project Authority, the Contractor may be invited to provide Telepsychology sessions (psychology services by videoconference) to offenders if the Project Authority judges that he possesses the necessary qualifications and the experience. The Contractor must obtain written approval by the Project Authority prior to any work being done via videoconference. The Project Authority will grant approval, at his/her sole discretion, on a site-by-site basis. The Contractor must also provide a summary of any work being done via videoconference to the Project Authority.

### Grievance and Investigation Processes, Review Panels, CSC Boards of Investigations:

- 6.1 If required, the Contractor must 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. Participation in interviews as part of a grievance/investigation process will be billable at the rate of 100\$ per meeting/trip.
- 6.2 At the request of the Project Authority, the Contractor must participate in CSC Boards of Investigation. Participation in Boards of Investigation will be billable at the rate of 100\$ per meeting/trip.

## 7. Notification Requirements:

**7.1** 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 psychological services.

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

### 8. Security:

- **8.1** All equipment or articles, including communication devices, the Contractor wishes to bring into the Institution must be approved by the Project Authority and CSC Security in advance.
- **8.2 Contraband:** The Contractor shall ensure that all resources (including the Contractor and any subcontractors and 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 subcontractor and backup resources provided by the Contractor, must not enter into any personal or work relationship with an offender. The Contractor, and or any subcontractor and 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.

- **8.3** 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.
- **8.4** To avoid an unnecessary trip to an institutional site because of an institutional lockdown, the Contractor is expected to call the identified resource person at the appropriate facility, a minimum of three hours prior to arrival, to ensure that the institution is under normal operations. Should the Contractor arrive at the institution, but is unable to meet with the offender(s) for reasons beyond the Contractor's control, a "no show" fee of \$400.00 may be invoiced to CSC. To receive this fee, the Contractor must document that the call was made, the time of the call and the name of the CSC employee they spoke to.

## 9. Language of work:

- 9.1 The assessment interviews and testing shall be conducted in the offender's language of choice
- **9.2** The assessment reports shall be prepared in French for offenders whose language of choice is French.
- **9.3** For offenders who language of choice is English, the reports may be prepared in English or French, at the contractor's choice.

French, at the contractor's choice.	
The contractor must check off the language in which it agrees to offer their services:  ☐ I agree to offer assessment services in French ☐ I agree to offer assessment services in English	

### 10. Hours of Service Provision/Timely Access to Care:

- 10.1 The number of reports to provide varies and depends on the agreement made between the contractor and the project manager at the beginning of the contract. All offender contacts must occur during normal institutional business hours unless otherwise requested by the Project Authority. The Contractor must provide the services according to the operational requirements of the Institution and operational requirements may include varied hours of work.
- **10.2** The Project Authority may, at his/her discretion, change the hours of service provision during the course of the contract, including any options if and when exercised by CSC.
- **10.3** The Project Authority will notify the Contractor of any changes to the hours of service provision a minimum of ten (10) days prior to implementation of the change.

# 11. Meetings:

- **11.1** At the discretion of the Project Authority, there will be an initial meeting at the beginning of the contract to finalize the scope of services to be provided under the contract.
- 11.2 At the request of the Project Authority, the Contractor may be required to attend meetings in person at the Regional Headquarters of Quebec. At the sole discretion of the Project Authority, other arrangements will be made (e.g., video or teleconference) for the Contractor to participate in Regional Headquarters meetings.

### 12. Constraints:

### **12.1** Confidentiality:

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

### 13. Support to the Contractor:

**13.1** The CSC will supply, files, reports and all the documentations required for the delivery of services, besides the access to a computer, the entrepreneur cannot use State resources, for example, administrative personnel, supplies, equipment, etc.

### **ANNEX B**

### PROPOSED BASIS OF PAYMENT

The following basis of payment will apply to any call-up issued against this Standing Offer.

# 1.0 Professional Services provided with a Firm Price:

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive **firm hourly rate** below in the performance of this Contract, HST or GST extra.

The CSC needs services in the following city:

La Macaza Institution : 321 Chemin de l'Aéroport, La Macaza, QC J0T 1R0

The Contractor must perform part of the work in the premises of the CSC.

### Travel

No travel is expected for the accomplishment of the work, other than travel related to training that could be planned.

### 2.0 Rates

# Table 1: FIRM ONE (1) YEAR: From the issuing date to May 31st 2019

### LA MACAZA

# A maximal ceiling is fixed for every type of assessment (Rate by assessment):

Psychological Risk Assessment — sexual offences: 1380\$ / assessment

Psychological Risk Assessment — gratuitous or persistent violence: 1380\$ / assessment Neuropsychological Assessment: 2405\$ / assessment

Intellectual Impairment Assessment: 705\$ / assessment

Mental Health Assessment: N/A

Investigation and Grievance Process: 100\$ / process

Cancellation fee: 100\$ / cancellation

Meeting: 100\$/ meeting

Description	Estimated Quantity to offer* (12 months)	Number of assessments desired	Cost (Applicable Taxes extra)	Total (Applicable Taxes extra)
Psychological risk Assessment — sexual offences	10 assessments		\$	\$
Psychological risk Assessment — gratuitous or persistent violence	10 assessments		\$	\$
Neuropsychological Assessment	2 assessments		\$	\$
Intellectual Impairment Assessment	2 assessments		\$	\$
Investigation and Grievance Process	1 process		\$	\$
Cancellation fee	10 cancellations		\$	\$
Meeting	1 meeting		\$	\$
Estimated Total Cost - FIRM ONE (1	) YEAR (only the	rendered service	ces will be paid)	\$

<sup>\*</sup> The above-estimated usage is based on usage in previous years for the Quebec Region and is provided for assessment purposes only. The bidder shall provide a rate for each task. If the bidder does not plan to be paid for a particular task, the bidder must indicate that there is no cost for this task.

### 3.0 Options to Extend the Standing Offer Period:

Subject to the exercise of the option to extend the Standing Offer period in accordance with Article <<u>To Be Inserted at Contract Award</u>> of the original Standing Offer, Options to Extend the Standing Offer, the Contractor will be paid the firm all inclusive Rate(s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation any call-up issued as a result of the Standing Offer extension.

## **OPTION 1**

Table 2: OPTION 1: From June 1st 2019 to May 31st 2020

### LA MACAZA

### A maximal ceiling is fixed for every type of assessment (Rate by assessment):

- Psychological Risk Assessment — sexual offences: 1408\$ / assessment

- Psychological Risk Assessment — gratuitous or persistent violence: 1408\$ / assessment

- Neuropsychological Assessment: 2453\$ / assessment

- Intellectual Impairment Assessment: 719\$ / assessment

Mental Health Assessment: N/A

- Investigation and Grievance Process: 100\$ / process

- Cancellation fee: 100\$ / cancellation

Meeting: 100\$/ meeting

Description	Estimated Quantity to offer* (12 months)	Number of assessments desired	Cost (Applicable Taxes extra)	Total (Applicable Taxes extra)
Psychological risk Assessment — sexual offences	10 assessments		\$	\$
Psychological risk Assessment — gratuitous or persistent violence	10 assessments		\$	\$
Neuropsychological Assessment	2 assessments		\$	\$
Intellectual Impairment Assessment	2 assessments		\$	\$
Investigation and Grievance Process	1 process		\$	\$
Cancellation fee	10 cancellations		\$	\$
Meeting	1 meeting		\$	\$
Estimated Total Cost – OPTION 1 (only	the rendered serv	rices will be paid)		\$

<sup>\*</sup> The above-estimated usage is based on usage in previous years for the Quebec Region and is provided for assessment purposes only. The bidder shall provide a rate for each task. If the bidder does not plan to be paid for a particular task, the bidder must indicate that there is no cost for this task.

### **OPTION 2**

Table 3: OPTION 2: From June 1st 2020 to May 31st 2021

### LA MACAZA

# A maximal ceiling is fixed for every type of assessment (Rate by assessment):

- Psychological Risk Assessment — sexual offences: 1436\$ / assessment

- Psychological Risk Assessment — gratuitous or persistent violence: 1436\$ / assessment

- Neuropsychological Assessment: 2502\$ / assessment

- Intellectual Impairment Assessment: 733\$ / assessment

Mental Health Assessment: N/A

- Investigation and Grievance Process: 100\$ / process

- Cancellation fee: 100\$ / cancellation

- Meeting: 100\$/ meeting

Description	Estimated Quantity to offer* (12 months)	Number of assessments desired	Cost (Applicable Taxes extra)	Total (Applicable Taxes extra)
Psychological risk Assessment — sexual offences	10 assessments		\$	\$
Psychological risk Assessment — gratuitous or persistent violence	10 assessments		\$	\$
Neuropsychological Assessment	2 assessments		\$	\$
Intellectual Impairment Assessment	2 assessments		\$	\$
Investigation and Grievance Process	1 process		\$	\$
Cancellation fee	10 cancellations		\$	\$
Meeting	1 meeting		\$	\$
Estimated Total Cost – OPTION 2 (only	the rendered serv	ices will be paid)		\$

<sup>\*</sup> The above-estimated usage is based on usage in previous years for the Quebec Region and is provided for assessment purposes only. The bidder shall provide a rate for each task. If the bidder does not plan to be paid for a particular task, the bidder must indicate that there is no cost for this task.

GRAND TOTAL – Table 1 to 3	\$
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<sup>\*</sup> The above-estimated usage is based on usage in previous years for the Quebec Region and is provided for assessment purposes only. The bidder shall provide a rate for each task. If the bidder does not plan to be paid for a particular task, the bidder must indicate that there is no cost for this task.

# 4.0 Applicable Taxes

- (a) All prices and amounts of money in the Standing Offer are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes are excluded in the total estimated cost shown on page 1 of this Standing Offer. 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 Offeror agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes or due.

# ANNEX C CALL-UP PROCEDURE

### 1. Principle

The right of first refusal applies. The identified user must first contact the Offeror who identifies as the most experienced.

N.B.: The Offeror contacted must consider their workload and ensure they are able to respond to the request within the required deadline. In other words, no extension of the end date with respect to the delivery of services (assessments) will be granted. By ignoring this principle, the Offeror is exposed to inefficiency reports that will be submitted to the person in charge of the RISO.

# 2. Call-up procedure

### 2.1 Identification of the offeror

For a given requirement, the user must consider the following decision factors in selecting an offeror:

## The type of assessment

Once this detrermination is made, the most experienced bidder will be considered first.

### 2.2 Communication as needed

When placing the availability request, the identified user must indicate which assessment will have to be carried out.

The user will contact the Offeror identified as the most experienced and may simultaneously invite up to three Offerors in order of experience ranking by fax or email.

### 2.3 Time limit

The offerors contracted will have time indicated by the user to confirm whether they can respond to the call-up. The time limit is at the user's discretion but must be indicated on the request.

It is suggested that the user set a time limit for providing an answer that is no less than 48 hours, and that takes into account the complexity of the service to be delivered; the deadline may therefore be longer. However, under some circumstances, the deadline may be shorter.

# 2.4 Handling the response

If the offeror in unable to respond, or if no response is received by the identified user, the identified user will move on to evaluating the offeror ranked second highest, and so forth.

When the offeror who is in first place cannot meet the requirements, the identified user must take particular care to document the file.

# **Example of a service request**

Assessment type:
Language:
<u> </u>
Location:
Other Late
Start date:
End date (the assessment must be submitted no later than):
End date (the assessment must be submitted no later than)
Response requested by:

# ANNEX D INSTRUCTIONS FOR DESIGNATED USERS

### 1. Principle

For any call-up, the identified user's file must be well documented.

# 2. Service evaluation – usage report by the identified user

The identified user may send a report to the standing offer authority on the use made of the standing offer and the evaluation of the services rendered.

In the report, identified users must provide information on satisfactory RISO holders, who provide high-quality services and on unsatisfactory RISO holders who can never provide assessment or whose assessments are not acceptable, including cases where assessments were rejected due to a performance that did not comply with Annex A – Statement of work.

The identified user must immediately report any cases of inefficiency to RISO holders.

If the issue cannot be addressed by the RISO holders, the identified user must seek the help of the person in charge of the RISO. This will give the RISO officer an opportunity to undertake whatever other corrective measures are required, given the circumstances.

### 3. Reminder about call-ups

For a given requirement, the identified user must:

Document: Document the requirement, draft the requirement. All processes must be documented, from the requirement formulation to responses, acceptances or rejections, as well as specified deadlines.

Contact: The requirement should be sent to one or more offerors, to a maximum of 3 offerors simultaneously.

Consistent handling: In cases where one or more offerors are contacted, contact must be synchronized. All offerors must receive the same information and be evaluated using the same rules, which must be clearly specified (assessment type, deadline for responding, etc.). Inconsistent handling means the process must be started over.

Information to include: Your correspondence must clearly state that a call-up will not necessarily be made, even if the offeror meets the criteria for the requirement. It is also important that failure to respond will be deemed a withdrawal.

Offer a deadline for responding: Allow a reasonable time frame, i.e., no less than 48 hours.

Evaluate: Always operate on the principle of right of first refusal, which consists in giving priority to studying the proposal of offerors who identifies as the most experienced. Once the deadline passes, begin with the proposals of the offerors with the most experience. All proposal rejections must be documented (for example: a proposal entered after the deadline).

# ANNEX E SECURITY REQUIREMENTS CHECK LIST

	JAN 0 9 2018 nement DS + C Security	( QUE2733 )	
Government Gouver	nement 2018	Contract Number / Numéro du co	ontrat /
of Canada du Can	ada 2	1301-19-27527	184
	Secu	rity Classification / Classification of	de sécurité
		Von classifice	
	SECURITY REQUIREMENTS CHECK LIST	(SRCL)	
PART A - CONTRACT INFORMATION / PA	VÉRIFICATION DES EXIGENCES RELATIVES À I ARTIE A - INFORMATION CONTRACTUELLE	LA SECURITE (LVERS)	
<ol> <li>Originating Government Department or O Ministère ou organisme gouvernemental</li> </ol>	rganization / 2. Br	anch or Directorate / Direction gér	nérale ou Direction
a) Subcontract Number / Numéro du cont	Service Correctionner du Canada	ervices de Santé Subcontractor / Nom et adresse du	sous-traitant
4. Brief Description of Work / Brève descript	ion du travail		
Établissement La Macaza : Remplir les obligat	tions légales en termes d'évaluations psychologiques du risque et	d'évaluation de la santé mentale pour le	es délinquants incarcérés.
Produire des évaluations neuropsychologique:	s (exigeant une expertise non disponible au SCC), ainsi qu'à des é figations en matière de services essentiels et de continuité de soin	valuations de la déficience intellectuelle	e (ressources
mentale).  5. a) Will the supplier require access to Con			No Yes
Le fournisseur aura-t-il accès à des ma	rchandises contrôlées?		Non Oui
5. b) Will the supplier require access to uncl. Regulations?	assified military technical data subject to the provisions of	the Technical Data Control	✓ No Yes
Le fournisseur aura-t-il accès à des dor	nnées techniques militaires non classifiées qui sont assuje	tties aux dispositions du Régleme	
sur le contrôle des données techniques 3. Indicate the type of access required / Indi	muer le tune d'accès requis		
	uire access to PROTECTED and/or CLASSIFIED informat	ion or assets?	No Yes
Le fournisseur ainsi que les employés a	auront-ils accès à des renseignements ou à des biens PRO	OTÉGÉS eVou CLASSIFIÉS?	Non V Oui
(Specify the level of access using the ci (Préciser le niveau d'accès en utilisant	le tableau qui se trouve à la question 7. c)		
5. b) Will the supplier and its employees (e.g	cleaners, maintenance personnel) require access to rest	ricted access areas? No access to	No Yes
PROTECTED and/or CLASSIFIED info Le fournisseur et ses employés (p. ex. i	nettoyeurs, personnel d'entretien) auront-ils accès à des z	ones d'accès restreintes? L'accès	
Le fournisseur et ses employés (p. ex. i à des renseignements ou à des biens F	nettoyeurs, personnel d'entretien) auront-ils accès à des z PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	ones d'accès restreintes? L'accès	
Le fournisseur et ses employés (p. ex. à des renseignements ou à des biens F 5. c) Is this a commercial courier or delivery	nettoyeurs, personnel d'entretien) auront-ils accès à des z PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	ones d'accès restreintes? L'accès	
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Le fournisseur et ses employés (p. ex. l à des renseignements ou à des biens F 5. c) Is this a commercial courier or delivery S'agit-il d'un contrat de messagerie ou	nettoyeurs, personnel d'entrellen) auront-lis accès à des z PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. requirement with no overnight storage? de livraison commerciale sans entreposage de nuit?		No Yes Non Oui
Le fournisseur et ses employés (p. ex. à des renseignements ou à des biens f. 5. c) Is this a commercial courier or delivery. S'agil-II d'un contrat de messagerie ou r. 7. a) Indicate the type of information that the Canada V. 7. b) Release restrictions / Restrictions relative.	neltoyeurs, personnel d'entrellen) auront-ils accès à des z PROTEGÉS et/ou CLASSIFIES n'est pas autorisé. requirement with no overnight storage? de livraison commerciale sans entreposage de nuit? supplier will be required to access / Indiquer le type d'info NATO / OTAN	rmation auquel le fournisseur devr Foreign / Étrango	No Yes Non Oui ra avoir accès
Le fournisseur et ses employés (p. ex. à des renseignements ou à des biens F.5. c) Is this a commercial courier or delivery S'agit-II d'un contrat de messagerie ou. 7. a) Indicate the type of information that the Canada / T. b) Release restrictions / Restrictions relative / Restrictions / R	neltoyeurs, personnel d'entrellen) auront-ils accès à des z PROTEGÉS et/ou CLASSIFIÉS n'est pas autorisé. requirement with no overnight storage? de livraison commerciale sans entreposage de nuit? supplier will be required to access / Indiquer le type d'info	rmation auquel le fournisseur devr Foreign / Étrange  No release restrictions Aucune restriction relative	No Yes Non Oui ra avoir accès
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8. Will the sup	pller require access to PROTECTED a	nd/or CLASSIFIED COMSEC	Information or assets?		No Yes
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occur at	the supplier's site or premises?				Non Oui
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PART D - AUTHORIZATION / PAI 13. Organization Project Authority /		isma		<b>的基础</b> 医电子	
Name (print) - Nom (en lettres mou		itle - Titre		Signature	
Christine Perreault		Directrice régi	onale, services de santé	cot	Tur Bull
Telephone No N° de téléphone 450-967-3312	Facsimile No N° de télé 450-967-3774		E-mail address - Adresse con christine.perreault@csc-scc.		Date 2 novembre 2017
14. Organization Security Authority	/ Responsable de la sécurité				
Name (print) - Nom (en lettres moul	lées) Ti	tle - Titre			Digitally signed by Wattie, Robert DN: c=CA, o=GC, ou=CSC-SCC, cn=Wattie, Robert
Robert Wattie	C	ontract Se	ecurity Analyst	+	Date: 2018.01.09 14:56:05 -05'00' Adobe Acrobat version: 11.0.21
Telephone No N° de téléphone	Facsimile No N° de télé		-mail address - Adresse cou		Date 2018-01-09
<ol> <li>Are there additional instructions         Des instructions supplémentaire     </li> </ol>	s (p. ex. Guide de sécurité,	ty Classificat Guide de cla	ion Guide) attached? ssification de la sécurité) sor	nt-elles jointes	No Yes Oui
16. Procurement Officer / Agent d'a	· · · · · · · · · · · · · · · · · · ·				2
Name (print) - Nom (en lettres moul	2/	ARAC	2	Signature	elle Garel
Telephone No N° de téléphone  450 66 7550 p.3300  17. Contracting Security Authority 1		26 0	Ermail address - Adresse co Caballa grack (CS) rite		Date 18 de Cembre 17
Name Paul Lepinski				Signature	FAR RM
Agent à la Sécurité de				urriel	Date 25 - JANV-2018

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### ANNEX F - 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 Public Works and Government Services 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.
  - m. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

# For the province of Quebec, send to:

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

### For other provinces and territories, send to:

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

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

# 2. Medical Malpractice Liability Insurance

- 1. The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.
- 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. 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.
- 4. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

### **ANNEX G - EVALUATION CRITERIA**

### 1.0 Technical Evaluation:

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

It is <u>imperative</u> that the offer <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 ongoing.
- 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

- In order to facilitate evaluation of offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Offerors 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 offer 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

N°	Mandatory Technical Criterias	Bidder Response Description (include location in bid)	Met/Not Met
O1	The proposed psychologist must hold a current license from, or current registration with, the provincial registering or licensing body for psychologists in the province(s) where services are to be provided.		
	Bidders must provide a proof of the license or registration, including proof that the license or registration is valid, with their bid.		
02	The proposed psychologist must provide a letter of reference demonstrating how, during the last five years, he/she developed his clinical skills regarding the type(s) of assessment for which he/she is applying.  Experience may have been developed		
	through internship or professional jobs.		
O3	Applicable for Psychological Risk Assessments – Persistent or Gratuitous Violence		
	The proposed psychologist must be trained to use valid violence risk prediction tools such as (but not limited to):		
	- VRAG-R - PCL-R - HCR-20		
	AND		
	Knowledge in forensic psychology and in assessment/management of risk of violence, acquired either through scholarship, internship or professional experience within the last five (5) years.		

Nº	Mandatory Technical Criterias	Bidder Response Description (include location in bid)	Met/Not Met
04	Applicable for Psychological Risk Assessments – Sexual Offending		
	The proposed psychologist must be trained to use valid sexual risk prediction tools such as (but not limited to): - Static-99R - Stable-2007 - Acute-2007 - VRS-SO		
	AND		
	The proposed psychologist must be able to interpret results from plethysmographic assessment of sexual interests and integrate those results in his case formulation and clinical conceptualisation of risk.		
	AND		
	Knowledge in sexual offending and assessment/management of sexual recidivism risk, acquired either through scholarship, internship or professional experience within the last five (5) years.		
O5	Applicable for Neuropsychological Assessments		
	The proposed psychologist must have the attestation from the Ordre des psychologues du Québec to authorized the practice of this service.		
	Bidders must provide a proof of the attestation with their bid.		
O6	Applicable for Mental Health Assessments		
	The proposed psychologist must have one (1) year of experience within the last five (5) years in assessment of complex cases (double diagnosis, severe mental health disorders, severe personality disorders with emotional dysregulation, history of self-injury or suicidal attempts or neurocognitive deficits)		

# **ANNEX H - CRITERIAS FOR ROW RANKING**

# PSYCHOLOGICAL RISK ASSESSMENT - GRATUITOUS OR PERSISTENT VIOLENCE

Rated Criteria	Scale	Rating	Justification
Number of years of work experience,	0 > 12 months = 1 point		
internship or residency in Forensic Psychology	13 > 24 months = 2 points 25 > 36 months = 3 points		
1 Sychology	37 > 48 months = 4 points		
	And so on for every additional year of experience.		
	Every additional 12-month experience adds 1 point. For example, someone		
	having between 121 > 132 months of experience will see itself attributed 10 points.		
Number of years of experience in	0 > 12 months = 1 point		
psychological assessment of	13 > 24 months = 2 points		
violence risk	25 > 36 months = 3 points		
	37 > 48 months = 4 points		
	And so on for every additional year of experience.		
	Every additional 12-month experience adds 1 point. For example, someone having between 121 > 132 months of experience will see itself attributed 10 points.		

# PSYCHOLOGICAL RISK ASSESSMENT - SEXUAL OFFENCES

Rated Criteria	Scale	Rating	Justification
Number of years of work experience,	0 > 12 months = 1 point		
internship or residency in Forensic	13 > 24 months = 2 points		
Psychology	25 > 36 months = 3 points		
	37 > 48 months = 4 points		
	And so on for every additional year of		
	experience.		
	Every additional 12-month experience adds 1 point. For example, someone		
	having between 121 > 132 months of experience will		
	see itself attributed 10 points.		
Number of years of experience in	0 > 12 months = 1 point		
psychological risk assessment – sexual	13 > 24 months = 2 points		
offences	25 > 36 months = 3 points		
	37 > 48 months = 4 points		
	And so on for every additional year of experience.		
	Every additional 12-month experience adds 1 point.		
	For example, someone having between 121 > 132 months of experience will		
	see itself attributed 10 points.		

# NEUROPSYCHOLOGICAL ASSESSMENT

Rated Criteria	Scale	Rating	Justification
Number of years of experience in neuropsychological assessment	0 > 12 months = 1 point  13 > 24 months = 2 points  25 > 36 months = 3 points  37 > 48 months = 4 points  And so on for every additional year of experience.		
	Every additional 12-month experience adds 1 point. For example, someone having between 121 > 132 months of experience will see itself attributed 10 points.		

# MENTAL HEALTH ASSESSMENT

Rated Criteria	Scale	Rating	Justification
Number of years of work experience, internship or residency in Forensic Psychology	0 > 12 months = 1 point 13 > 24 months = 2 points 25 > 36 months = 3 points 37 > 48 months = 4 points		
	And so on for every additional year of experience.		
	Every additional 12-month experience adds 1 point. For example, someone having between 121 > 132 months of experience will see itself attributed 10 points.		

# INTELLECTUAL IMPAIRMENT ASSESSMENT

Rated Criteria	Scale	Rating	Justification
Number of years of experience in	0 > 12 months = 1 point		
intellectual impairment	13 > 24 months = 2 points		
assessment	25 > 36 months = 3 points		
	37 > 48 months = 4 points		
	And so on for every additional year of experience.		
	Every additional 12-month experience adds 1 point. For example, someone		
	having between 121 > 132 months of experience will		
	see itself attributed 10 points.		