



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

**Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada**  
See herein for bid submission  
instructions/  
Voir la présente pour les  
instructions sur la présentation  
d'une soumission  
NA  
Ontario

**Request For a Standing Offer  
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and  
Government Services Canada, hereby requests a Standing Offer  
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et  
Services Gouvernementaux Canada, autorise par la présente,  
une offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Psychological Services	
<b>Solicitation No. - N° de l'invitation</b> 21401-200001/A	<b>Date</b> 2020-10-16
<b>Client Reference No. - N° de référence du client</b> 21401-20-0001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$KIN-900-8154
<b>File No. - N° de dossier</b> KIN-0-54025 (900)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-11-13</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Emmons, Chris	<b>Buyer Id - Id de l'acheteur</b> kin900
<b>Telephone No. - N° de téléphone</b> (613)484-2136 ( )	<b>FAX No. - N° de FAX</b> (613)545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Correctional Service Canada Ontario Region Kingston area	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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**"THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT"**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| 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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

- 1.2.1** A Request for Standing Offer is required for Psychological Risk Assessments for corrections facilities in Kingston and the surrounding area (Millhaven Institution, Bath Institution, Collins Bay Complex, Frontenac, Joyceville Complex from 1 December 2020 to 30 November 2023 as detailed in Annex "A" Statement of Work.
- 1.2.2** The requirement is limited to Canadian services.

### **1.3 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

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or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

#### 1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers 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 offers process. The debriefing may be in writing, by telephone or in person.

#### 1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

### PART 2 - OFFEROR INSTRUCTIONS

#### 2.1 Standard Instructions, Clauses and Conditions

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

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](#) (2020-05-28) Standard Instructions - Request for Standing Offers - 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 Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

#### 2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

##### **PWGSC Ontario Region Bid Receiving Unit**

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

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It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

**Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.**

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, 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 [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

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

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

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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 [Contracting Policy Notice: 2019-01](#) 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.

### 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 (seven) calendar days before the Request for Standing Offers (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.

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## 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 Ontario.

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.

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.



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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

Section IV: Additional Information

**Offers transmitted by facsimile or hardcopy will not be accepted.**

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

#### **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 the Annex "B" - Basis of Payment.

##### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" - Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 Exchange Rate Fluctuation**

SACC Manual Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

#### **Section IV: Additional Information**

##### **3.1.1 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures**

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- 3.1.1.1** 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

- 3.1.1.2** 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 Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

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

- 4.1.2.1** Offerors must submit pricing for all line items for all periods to be considered responsive

- 4.1.2.2** The extended price is established by multiplying the unit prices by the corresponding Estimated Usages (number of estimated assessments and number of estimated hours) per year. The extended prices for each year are added together to obtain the evaluated price.

- 4.1.2.3** SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

### **4.2 Basis of Selection**

#### **4.2.1 Mandatory Technical Criteria Only**

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

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#### **4.2.2 Standing Offers will be issued as follows**

It is Canada's intention to issue up to 2 Standing Offers to the 2 responsive offers with the lowest evaluated price. The Offeror with the lowest Evaluated Price will be issued the standing offer with serial number 001. The Offeror with the second lowest Evaluated Price will be issued the standing offer with serial number 002

### **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 Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **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**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

##### **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](#)

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[Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Canadian Content Certification**

This procurement is limited to Canadian services.

The Offeror certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

**5.2.3.1.1** SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

#### **5.2.3.2 Status and Availability of Resources**

SACC Manual Clause [M3020T](#) (2016-01-28) Status of Availability of Resources – Offer

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

### **6.1 Security Requirements**

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 requirements as indicated in Part 7A - Standing Offer;
  - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
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.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) 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 "D"

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.

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

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

**7.2.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:**

##### **PWGSC FILE No. 21401-24-200001**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, **PWGSC**.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, **PWGSC**.
5. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex \_\_\_\_\_;
  - b) Industrial Security Manual (Latest Edition).

#### **7.2.2 Offeror's Sites or Premises Requiring Safeguarding**

**7.2.2.1** 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

**7.2.2.2** The Company Security Officer must ensure through the Contract Security Program that the Offeror and individual(s) hold a valid security clearance at the required level.

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### **7.3 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **7.3.1 General Conditions**

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

#### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "B ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: 1 December to 28 February  
2nd quarter: 1 March to 31 May;  
3rd quarter: 1 June to 31 August;  
4th quarter: 1 September to 30 November.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

### **7.4 Term of Standing Offer**

#### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 1 December 2020 to 30 November 2023.

### **7.5 Authorities**

The Standing Offer Authority is:

Name: Chris Emmons  
Title: Supply Specialist

Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Acquisitions Kingston  
86 Clarence Street, 2nd Floor  
Kingston, Ontario K7L 1X3

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Telephone: 613-484-2136  
E-mail address: [chris.emmons@pwgsc.gc.ca](mailto:chris.emmons@pwgsc.gc.ca)

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.

### 7.5.2 Project Authority

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

### 7.5.3 Offeror's Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

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

## 7.6 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 [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Service of Canada, Kingston, Ontario

## 7.8 Call-up Procedures

The call-up procedures require that when a requirement is identified, the authorized call-up authority shall approach the offeror of the highest ranked standing offer to determine if the requirement can be satisfied by that offeror. If the highest ranked offeror is able to meet the requirement, the call-up is made against its standing offer. If that offeror is unable to meet the requirement, the authorized call-up authority will approach the offeror of the next ranked SO (/002).



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**7.8.1 Minimum Call-up** When a call-up is placed there will be a guaranteed referral of a minimum of two cases per day, at that institutional complex. Two institutions that are on the same property such as Collins Bay and Frontenac Institution would be considered in the same institutional complex. For example, if the Contractor has 1 risk assessment at Frontenac Institution and 1 at Collins Bay Institution, the minimum call-up has been met.

## **7.9 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronics document.

## **7.10 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

## **7.11 Priority of Documents**

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

- a) the 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 (2020-05-28) General Conditions Professional Services (Medium complexity) apply to and form part of the contract
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment
- g) Annex C, Mandatory Technical Requirements;
- h) Annex D, Insurance Requirements;
- i) Annex E, Security Requirements Check List
- j) Annex F, National Essential Health Services Framework.
- k) the Offeror's offer dated \_\_\_\_\_.

## **7.12 Certifications and Additional Information**

### **7.12.1 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.

### **7.12.2 SACC Manual Clauses**

- M3020C (2016-01-28) Status of Availability of Resources – Offer
- M3060C (2008-05-12) Canadian Content Certification

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### 7.13 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 \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

### 7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## B. RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### 7.3 Term of Contract

#### 7.3.1 Period of Contract.

The period of the contract is from the date of contract plus 3 months inclusive.

### 7.4 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 Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada

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## **7.5 Payment**

### **7.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost as outlined in the call-up. Customs duties are included and Applicable Taxes are exempt.

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

### **7.5.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17) Limitation of Price

### **7.5.3 Method of Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

### **7.5.4 SACC Manual Clauses**

A9117C T1204 - Direct Request by Customer Department (2007-11-30)

### **7.5.5 Electronic Payment of Invoices – Call-up**

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

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

## **7.6 Invoicing Instructions**

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.

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.

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- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **7.7 Insurance Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **7.8 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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## ANNEX "A" STATEMENT OF WORK

### 1. Introduction:

- 1.1 The Correctional Service of Canada (CSC) Health Services require the services of a psychologist for Joyceville, Collins Bay, Bath, Millhaven and Warkworth Institution(s) and the Regional Treatment Centre located within Bath and Millhaven Institutions, in the Ontario Region.
- 1.2 The psychologist will provide psychological assessment and/or treatment services to offenders and collaborate with the interdisciplinary health services team that includes, but is not limited to nursing, psychology, social work, occupational therapy and other allied healthcare professionals. Collaboration with the case management team is also essential and in community sites, the treatment/supervision team also includes the Parole Officer Supervisor, Parole Officer, and the CSC staff psychologist and/or the Project Authority.

### 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 Provide essential and non-essential mental health and/or psychological assessment or psychological risk assessment services to offenders, as requested by the Project Authority, Joyceville, Collins Bay, Bath, Millhaven and Warkworth Institution(s) and the Regional Treatment Centre located within Bath and Millhaven Institutions, in the Ontario Region as a psychologist.
- 3.2 Treatment Orientation

The treatment/counselling orientation utilized by Correctional Service Canada (CSC) is cognitive-behavioural. All psychological treatments offered to offenders by the contractors must be evidence-based with known application to offender populations. The principal focus of treatment will depend on the nature of the referral and the offender's needs

#### **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 one (1) week 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](http://www.CSC-SCC.GC.ca) or available in hard copy.

- Corrections and Conditional Release Act - Section 85 Health Care
- Corrections and Conditional Release Regulations – Section 3
- Commissioner's Directive 060 – Code of Discipline
- Commissioner's Directive 800, Health Services
- 800-5 Gender Dysphoria
- Commissioner's Directive 843, Interventions to preserve life and prevent serious bodily harm
- National Essential Health Services Framework
- National Formulary
- Documentation for Health Services Professionals
- Guidelines for Sharing Personal Health Information
- Discharge Planning Guidelines: A Client Centred Approach
- Clinical Discharge Planning and Community Integration Service Guidelines
- Integrated Mental Health Guidelines

- Mental Health Service Delivery Guidelines

#### **4.4 Documentation on CSC's 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 their 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, as described in CD 803 - 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. Unless pre-arranged with the Project Authority, the Contractor must share all reports that are written for Case Management purposes (including for the Parole Board of Canada) and/or those that contribute to decision-making with the offender by the author of the report. Correctional Service Canada policy specifies that the author and offender sign and date the report at the time that the report is shared. 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.
- b. 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 to Correctional Service Canada staff designated by the Project Authority. Electronic copies are required for uploading to the OMS.
- c. 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.

- d. 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 one (1) week 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**

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

With the prior approval of the Project Authority, 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 their business location and on its IT systems. The Contractor must ensure that any CSC information and/or documents in their keeping are handled, transported and stored in accordance with the security and protection of personal information requirements of the contract.

### **5. Tasks:**

- 5.1 The Contractor must provide mental health services to offenders, as requested by the Project Authority, in accordance with the National Essential Health Services Framework including any amendment to this Framework issued by CSC during the contract period and any optional period if and when exercised by CSC.

These services include, but are not limited to the following:

- a. Participate in meetings as a consultant including case conferences, the Interdisciplinary Mental Health Team or the Correctional Intervention Board and other related activities as requested;
- b. Participate in CSC training, including orientation to CSC and CSC's risk assessment requirements as requested;
- c. Provide consultation services for the resolution of CSC internal offender grievance and investigative processes as requested; and
- d. Prepare and submit psychological assessment and other reports as requested by the Project Authority.

#### **5.2 Psychological Risk Assessment Services:**

- a. The Contractor must perform and submit psychological risk assessment reports to the CSC Project Authority and designate 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 psychological risk assessment report;



- d. The Contractor must provide the Project Authority and designates with all original test data;
- e. The Contractor must use the file-based Statistical Instrument in Recidivism – Revised (SIR-R) test results if available on file (the SIR-R does not apply to Aboriginal and Women offenders), at least one other 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 percentiles tests scores 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;
- f. 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.
- g. 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) as well as an assessment of self-harm risk and management strategies (if applicable) and any circumstances that would increase this

risk. 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. **Cognitive Functioning and Personality:** A brief synopsis of psychological tests administered and their validity, interpretation, and diagnosis where appropriate and applicable.
- xi. **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.
- xii. **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 an opinion on how risk could be best managed. This should reflect both actuarial and clinical factors, identification of risk factors and protective factors, assessment of institutional and community risk issues, and case-specific risk management strategies, including critical aspects of a relapse prevention plan, if applicable.

The offender's ability to function in reduced security and/or on conditional release (including, but not limited to Statutory Release) should be considered, recognizing not only their 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.
- xiii. **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 only make recommendations for mental health counselling in instances where the offender is at acute risk of self-harm or harm to others, where there is a clear need for such counselling to assist the offender in maintaining mental and emotional stability or as it pertains to criminogenic factors and risk. Recommendations for counselling

should be generic as to the practitioner who will be providing the service and for community release cases must take into account the offender's motivation (i.e., motivated offenders will not need this as a condition of parole). Should it be felt that mental health counselling must be a condition of parole, it must be established in the report that:

- i. The offender needs such counselling for safe reintegration; and
- ii. It is necessary to impose such a condition to ensure that the offender participates.

All recommendations for counselling must include the reason for the need for this service, the goals, and comments on the possible duration;

- i. 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.

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 completed reports to the Project Authority or designate no later than four (4) weeks from the date of referral. The Contractor must share the completed report with the offender no later than 2 weeks after initially interviewing the offender. Upon request of the Contractor, and at the sole discretion of the Project Authority, either or both of these deadlines can be extended for a period not exceeding four (4) weeks.

- l. 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.

- m. If requested by the Project Authority or designates, the Contractor must submit a completed emergency risk assessment no later than five (5) business days from the date of referral.

- n. CSC is required to complete Judicial Review Risk Assessments for some offenders. At the request of the Project Authority, the Contractor must complete a Judicial Review Risk Assessment and assume any future court costs related to the case assessed.

- q. 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.

- r. 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. Psychological risk assessments of sexual offenders should attend to risk variables based on empirically based, clinician-rated measures of actuarial, static and dynamic risk that focus on sex offence specific factors where possible.

- s. 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

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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.

## **5.6 Continuity of services:**

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

## **5.7 Subcontracting**

- a. At the discretion of the Project Authority and upon their prior approval, the Contractor may use subcontractors to provide services described in this statement of work. The Contractor must provide a current resume for any proposed subcontractor. The Project Authority will review the resume and decide, at their sole discretion, whether the subcontractor is acceptable to CSC. Any subcontractor must meet the security requirements of the contract. Subcontractors are not to perform any work until the Project Authority's has granted their approval.
- b. Any subcontractors must sign reports and will be responsible for their contents. All reports prepared by a subcontractor, including students or trainees, will be countersigned by the registered psychologist named in the contract.
- c. Any of the Contractor's personnel not delivering direct services but with access to Correctional Service Canada documentation must meet the security requirements of the contract prior to handling the material.

## **5.8 Location of Work**

- a. The Contractor must provide mental health care to offenders on-site at the Joyceville, Collins Bay, Bath, Millhaven and Warkworth Institution(s) and the Regional Treatment Centre located within Bath and Millhaven Institutions mentioned under section 3. Objective.
- b. The Contractor must visit incarcerated offenders in interview rooms or cell range areas as requested by the Project Authority.

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

- 6.1 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 hourly rate up to a maximum of one (1) billable hour per interview.

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- 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 hourly rate up to a maximum of one (1) billable hour per meeting.

## **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 Duty Correctional Manager 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 English

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

- 10.1 It is estimated that the Contractor may have to provide up to a maximum of 12 reports per month, as determined between the Contractor and the Project Authority at the beginning of the

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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 their 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 two (2) weeks 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 Ontario Regional Headquarters. 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.

11.3 The Contractor must attend Institutional and Community Health Services team meetings when requested by the Project Authority.

#### **12. Reporting Requirements:**

12.1 At the request of the Project Authority, the Contractor must produce or contribute to regional reporting and any other tracking and reporting processes.

#### **13. Constraints:**

13.1 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.

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

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

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

The proposed work is Psychological Risk/Need Assessment Reports for offenders at various sites in Kingston and area as described in Annex "A" Statement of Work. Travel to various institutions housing male offenders in the Ontario region is required, and costs must be factored into the per assessment and hourly costs:

One all-inclusive price (per assessment or hourly as described) for offenders located at Joyceville Complex, Collins Bay Complex, Millhaven Institution, Bath Institution, and Warkworth Institutions.

Year #1 = 1 December 2020 to 30 November 2021

Year #2 = 1 December 2021 to 30 November 2022

Year #3 = 1 December 2022 to 30 November 2023

### **Estimated Usage: 175 Assessments per year**

Year #1: \$\_\_\_\_\_ per assessment

Year #2: \$\_\_\_\_\_ per assessment

Year #3: \$\_\_\_\_\_ per assessment

Participation in interviews as part of a grievance/investigation process will be billable at the hourly rate up to a maximum of one (1) billable hour per interview.

### **Estimated Usage: 10 Hours per year.**

Year #1: \$\_\_\_\_\_ Hourly Rate

Year #2: \$\_\_\_\_\_ Hourly Rate

Year #3: \$\_\_\_\_\_ Hourly Rate



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## ANNEX “C” MANDATORY TECHNICAL REQUIREMENTS

#	Mandatory Technical Criteria	Bidder Response (Bidder to include reference location in bid)
M1	Bidders must submit a proposed psychologist to perform the work required in the statement of work as well as a backup resource.	
M2	<p>The proposed psychologist and backup resource must hold a current license from, or current registration with, the provincial registering or licensing body for psychologists in the province where services are to be provided.</p> <p>Bidders must provide a copy of the license or registration with their bid.</p>	
M3	<p>The proposed psychologist and backup resource must have two (2) years of experience in correctional or forensic psychology over the past five (5) years.</p> <p>OR</p> <p>The proposed psychologist and backup resource must have at least two (2) years experience in clinical psychology and/or counseling psychology over the past five (5) years.</p>	
M4	<p>The proposed psychologist and backup resource must have completed a minimum of ten- (10) psychological risk assessments within the last five (5) years.</p> <p>For each of the five (5) most recent risk assessments, Bidders should provide, at a minimum:</p> <ol style="list-style-type: none"> <li>1. the name and address of the organization for which the risk assessment was performed;</li> <li>2. the start and end dates of the risk assessment.</li> <li>3. the name and contact information of the organization's chief psychologist or administrator who oversaw the risk assessments.</li> </ol>	
#	Mandatory Technical Criteria	Bidder Response (Bidder to include reference location in bid)



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M5	The proposed psychologist and backup resource must have one (1) year of experience in the past five (5) years in assessing complex cases (individuals with dual diagnosis, severe personality disorders with emotional dysregulation, self-injury or self harm history, neurocognitive deficits or other chronic major mental illness.)	
M6	The proposed psychologist and backup resource must have one (1) year of experience in the last five (5) years in providing differential diagnosis of complex cases and devising prioritized multi-target treatment plans.	

### **1.0 Technical Evaluation:**

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

Mandatory Technical Criteria

### **2.0 Evaluation Criteria:**

Mandatory requirements

1. In addressing the mandatory, the Bidder must supplement the information supplied in response to the mandatory with details outlining the depth and extent of the relevant experience, qualifications, and specialized expertise of the proposed resource(s). All claims with regard to resource experience, qualifications or expertise must be substantiated through the provision of detailed project descriptions of how, when and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during evaluation.
2. Proposals should include a resume for each of the proposed resources, which support the skills/expertise being offered. Names and telephone numbers of business references should be provided which can substantiate the work experience claimed. The Bidder should indicate the location in the proposed resource's resume of supporting information to substantiate relevant experience for each mandatory.
3. Experience obtained after bid closing will not be considered.
4. For evaluation purposes,
  - (a) "where" means the name of the employer as well as the position/title held by proposed resource;

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- (b) "when" means the start date and end date (e.g., from January 2000 to March, 2002) of the period during which the proposed resource acquired the qualification/experience; and
  - (c) "how" means a clear description of the activities performed and the responsibilities assigned to the proposed resource under this position and during this period.
- 5. Furthermore, Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project to 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.
- 6. In order to facilitate evaluation of proposals, it is recommended that the bidders address, in their proposal, the mandatory criteria in the order in which they appear, using the numbering outlined.

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## ANNEX "D" INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
  2. 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.
    - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
    - m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.
- For the province of Quebec, send to:**

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

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

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

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

**3. Professional Liability Insurance:**

3.1 The Contractor must obtain Professional Liability Insurance in an amount of \$5,000,000.00, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$7,000,000 per loss and in the annual aggregate, inclusive of the defence costs.

3.2 Coverage is for what is standard in a Professional Liability policy and must be for claims arising out of the rendering or failure to render psychological services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.

3.3 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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

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**ANNEX "E" SECURITY REQUIREMENTS CHECKLIST (ATTACHED ELECTRONICALLY)**

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## **ANNEX "F" to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation  
21401-200001/A  
Client Ref. No. - N° de réf. du client  
21401-200001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54025

Buyer ID - Id de l'acheteur  
KIN900  
CCC No./N° CCC - FMS No./N° VME

**ANNEX “G” NATIONAL ESSENTIAL HEALTH SERVICES FRAMEWORK  
(ATTACHED ELECTRONICALLY)**

Solicitation No. - N° de l'invitation  
21401-200001/A  
Client Ref. No. - N° de réf. du client  
21401-200001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54025

Buyer ID - Id de l'acheteur  
KIN900  
CCC No./N° CCC - FMS No./N° VME

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