

ce Service correctionnel Canada

# RETURN BIDS TO : RETOURNER LES SOUMISSIONS À :

Bid Receiving - Réception des soumissions:

#### VIA EMAIL TO:

### bidsubmissions.GEN-NHQContracting@CSC-SCC.GC.CA

Attention: Diana Todorova

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

#### Proposal to: Correctional Service Canada – Proposition à: Service Correctionnel du Canada

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

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

#### Comments — Commentaires :

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

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

Telephone # - Nº de Téléphone :

Fax # — No de télécopieur :

Email / Courriel : \_\_\_\_

GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :

| Solicitation No: 21120-24-4477931  |  |  |  |
|--|--|--|--|
| Title — Sujet:   |  |  |  |
| Psychological Testing  |  |  |  |
| Solicitation No. — Nº. de l'invitation   | Date:  |  |  |
| 21120-24-4477931   | November 28,2023   |  |  |
| Client Reference No. — Nº. de Référe   | ence du Client   |  |  |
| 21120-24-4477931   |  |  |  |
| GETS Reference No. — Nº. de Référe   | nce de SEAG  |  |  |
| 21120-24-4477931   |  |  |  |
| Solicitation Closes — L'invitation pre   | end fin  |  |  |
| at /à:2 :00 pm Eastern Standard Tin  | ne (EST) /   |  |  |
| Heure normale de l'e   | <mark>st (HNE)</mark>  |  |  |
| on / le : January 8, 2024 / 8 janvier, 20  | <mark>)24</mark>   |  |  |
| F.O.B. — F.A.B.<br>Plant – Usine: Destination:   | Other-Autre:   |  |  |
|  |  |  |  |
| Address Enquiries to — Soumettre to  | outes questions à:   |  |  |
| Diana Todorova – <u>Diana.Todorova@cs</u>  | <u>c-scc.gc.ca</u>   |  |  |
| Telephone No. – Nº de téléphone:   | Fax No. – Nº de<br>télécopieur:                                  |  |  |
| (343)-552-1625   |  |  |  |
| Destination of Goods, Services and Construction:<br>Destination des biens, services et construction:   |  |  |  |
| N/A  |  |  |  |
| Instructions: See Herein<br>Instructions : Voir aux présentes  |  |  |  |
| Delivery Required — Livraison exigée :<br>See herein   | Delivery Offered –<br>Livraison proposée :<br>Voir aux présentes |  |  |
| Name and title of person authorized to sign on behalf of<br>Vendor/Firm<br>Nom et titre du signataire autorisé du fournisseur/de<br>l'entrepreneur |  |  |  |
| Name / Nom T   | itle / Titre   |  |  |
|  |  |  |  |
| Signature D  | ate  |  |  |
| (Sign and return cover page with bid proposal /<br>Signer et retourner la page de couverture avec la proposition)                                  |  |  |  |
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#### **PART 1 - GENERAL INFORMATION**

#### 1. Security Requirements

- 1.1 Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
- 1.2 Before access to sensitive information is provided to the bidder, the following conditions must be met:

(a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;

- (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 1.3 For additional information on security requirements, Bidders should refer to the <u>Contract</u> <u>Security Program</u> (CSP) of Public Works and Government Services Canada website.

#### 2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

#### 3. Revision of Departmental Name

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

#### 4. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



#### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

The <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days Insert: one hundred and twenty (120) days

#### 2. Submission of Bids

Bidders must submit their bid only to Correctional Service of Canada (CSC) by the date, time and at the bid submission email address indicated on page 1 of the bid solicitation.

# Section 06 Late bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

#### Delete: Section 06 in its entirety.

#### Insert: 06 Late bids:

For bids submitted by email, Canada will delete bids delivered after the stipulated solicitation closing date and time. Canada will keep records documenting receipt of late bids by email.

# Section 07 Delayed bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

#### Delete: Section 07 in its entirety.

#### Insert: 07 Delayed bids:

Canada will not accept any delayed bids.

# Section 08 Transmission by facsimile or by E-Post Connect of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

#### Delete: Section 08 in its entirety.

#### Insert: 08 Transmission by email

- a. Unless specified otherwise in the solicitation, Bidders must submit their bid to the CSC bid submission email address indicated on page 1 of the bid solicitation document. This email address is the only acceptable email address for Bidders to submit their bid in response to this bid solicitation.
- b. Bidders may transmit their bid at any time prior to the solicitation closing date and time.



- Bidders should include the bid solicitation number in the subject field of their email. C.
- d. Canada will not be responsible for any failure attributable to the transmission or receipt of the bid by email including, but not limited to, the following:
  - i. Receipt of a garbled, corrupted or incomplete bid;
  - ii. Availability or condition of the email service;
  - Incompatibility between the sending and receiving equipment; iii.
  - Delay in transmission or receipt of the bid; iv.
  - Failure of the Bidder to properly identify the bid; v.
  - Illegibility of the bid; vi.
  - vii. Security of bid data;
  - viii. Failure of the Bidder to send the bid to the correct email address;
  - ix. Connectivity issues: or
  - Email attachments that are blocked or not received even though the Bidder's email has х. been successfully delivered.
- CSC will send an acknowledgement of receipt of the Bidder's email by email from the email e. address provided for the submission of bids. This acknowledgement will confirm only the receipt of the Bidder's email and will not confirm if all of the Bidder's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Bidders requesting confirmation of attachments.
- f. Bidders must ensure they are using the correct email address for bid submission and should not rely on the accuracy of copying and pasting the email address from the solicitation document cover page.
- A bid transmitted by a Bidder to the CSC submission email address constitutes the Bidder's g. formal bid, and must be submitted in accordance with section 05 of 2003, Standard Instructions - Goods or Services - Competitive Requirements.
- h. Bidders are to note that CSC's email system has a limit of 10 MB per single email message. CSC's email system will reject emails with the following attachments: batch files, executable files, and image files in the following formats: JPEG, GIF, TIFF. Canada will not accept encrypted emails or emails that include attachments with passwords.

#### Section 09 Customs clearance of 2003, Standard Instructions - Goods or Services -Competitive Requirements, is deleted in its entirety.

CSC recommends that bidders submit their response to the requirements of this solicitation in typewritten format.

Bidders must ensure that any handwritten information included in their bid is clearly legible in order to allow CSC to complete the bid evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when assessing whether bids comply with all of the requirements of the bid solicitation including, if applicable, any and all evaluation criteria.

#### 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information.



Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## 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 <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary</u> <u>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</u> <u>Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation</u> <u>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 Bidder a FPS in receipt of a pension? **Yes** () **No** () If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice:</u> 2019-01 and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

#### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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



#### **Enquiries – Bid Solicitation** 4.

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

#### 5. **Applicable Laws**

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

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

#### **Bid Challenge and Recourse Mechanisms** 6.

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers 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) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in guestion. Suppliers should therefore act guickly when they want to challenge any aspect of the procurement process.



#### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 1. Bid Preparation Instructions

CSC requests that bidders provide their bid in separate sections as follows:

#### Section I: Technical Bid: one (1) electronic copy in PDF format

Section II: Financial Bid: one (1) electronic copy in PDF format

Section III: Certifications: one (1) electronic copy in PDF format

Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid.

#### Bidders should submit their technical bid and financial bid in two (2) separate documents.

In order to assist Canada in meeting the objectives of the <u>Policy on Green Procurement</u> when feasible bidders should:

- Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.); and
- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.).

#### 2. Section I: Technical Bid

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

#### 3. Section II: Financial Bid

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

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

#### 3.1 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06) Exchange Rate Fluctuation

#### 4. Section III: Certifications

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



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

#### 1. Evaluation Procedures

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

#### **1.1 Technical Evaluation**

#### 1.1.1 Mandatory Technical Criteria

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

#### **1.2 Financial Evaluation**

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

Proposals containing a financial bid other than the one requested at Article 3. Section II: Financial Bid of PART 3 - BID PREPARATION INSTRUCTIONS will be declared noncompliant.

Note to Bidders: Table Totals will be calculated using the formula(s) in the relevant table in Annex B – Proposed Basis of Payment.

#### 2. **Basis of Selection – Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

In case of a tie, the bid received first by the date and time meeting all the requirements with the lowest evaluated price will be declared the successful bidder for contract award.

#### **Insurance Requirements** 3.

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 11 of PART 6 - RESULTING CONTRACT CLAUSES.

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



## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

#### 1. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid nonresponsive.

#### 1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder 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 Bidder 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 a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed Integrity Declaration Form. Bidders must submit this form to Correctional Service of Canada with their bid.

#### 1.2 Integrity Provisions – Required documentation



- (a) List of names: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:
- i. Bidders that are corporate entities, including those bidding 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. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- Bidders that are a partnership do not need to provide a list of names. iii.

List of Names:

Canada

OR

The Bidder is a partnership

During the evaluation of bids, the Bidder must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the bid.

#### 1.3 Security Requirements – required documentation

In accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada, the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, Bidders who do not provide all of the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the requests for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared noncompliant.

#### 1.4 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website.



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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled <u>Federal</u> <u>Contractors Program for Employment Equity - Certification</u>, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 1.5 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

### 1.6 Language Requirements – English and French

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

Canada must respect the *Official Languages Act*. Testing and interviews may vary from location to location, and candidate to candidate. Thus, the required services must be provided in both official languages of Canada; English and French. Testing, interviews and feedback must be conducted in the official language of choice of the individual being tested.

#### 1.7 Education and Experience

SACC Manual clause <u>A3010T</u> (2010-08-16) Education and Experience

#### 1.8 Certification:

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



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

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

#### 1. **Security Requirement**

#### 1.1 The following security requirements (SRCL and related clauses provided by PWGSC CSP) apply to and form part of the Contract.

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

#### 2. Statement of Work

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

#### 2.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### 2.1.1 Task Authorization Process

- 1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex "G".
- 2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.



- 3. The Contractor must provide the Project Authority, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### 2.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$10,000 Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

#### 2.1.3 Minimum Work Guarantee - All of the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5%.

- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

### 3.1 General Conditions

<u>2010B</u> (2022-12-01), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.



#### **3.2 Supplemental General Conditions**

4008 (2008-12-12), Personal Information, apply to and form part of the Contract.

#### 3.3 Replacement of Specific Individuals

- 3.3.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 3.3.2 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.
- 3.3.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the Contract.

#### 4. Term of Contract

#### 4.1 Period of the Contract

The Work is to be performed during the period from date of contract award to two (2) years later.

#### 4.2 Option to Extend the Contract

- 4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- 4.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 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 three (3) months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



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The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least thirty (30) calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

#### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Diana Todorova Title: Procurement Officer Correctional Service Canada Branch: Contracting and Materiel Services Telephone: 343-552-1625 E-mail address: <u>diana.todorova@csc-scc.gc.ca</u>

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 5.2 Project Authority (to be completed at contract award)

The Project Authority for the Contract is:

Name: (XXX) Title: (XXX) Correctional Service Canada Branch/Directorate: (XXX) Telephone: (XXX) E-mail address: (XXX)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

| Name:           |
|-----------------|
| Title:          |
| Company:        |
| Address:        |
| Telephone:      |
| E-mail address: |

#### 6. Payment

#### 6.1 Basis of Payment - Firm Unit Price(s) or Lot Price(s) - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in



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Canada Canada Solicitation No: 21120-24-4477931 accordance with the basis of payment in Annex "B", as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

### 6.2 Limitation of Expenditure

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

#### 6.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

#### 6.4 SACC Manual Clauses

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

#### 6.5 Travel and Living Expenses

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

#### 6.6. Electronic Payment of Invoices – Contract



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

- (a) MasterCard Acquisition Card;
- (b) Direct Deposit (Domestic and International).

#### 7. **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.
- Each invoice must be supported by: 2.
  - a) the contract number (21120-24-4477931);
  - b) the date of the testing and/clinical interviews;
  - c) number of participants for each testing and/or clinical interviews;
  - d) the region and location of the testing;
  - e) the name of the Psychologist(s);
  - f) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
- Invoices must be distributed as follows:
  - i. One (1) copy must be forwarded to the Project Authority for certification and payment to the address below:

To be completed at contract award

#### 8. **Certifications and Additional Information**

#### 8.1 Compliance

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

### 8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

#### 9. Applicable Laws

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

#### 10. Priority of Documents

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



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- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4008 (2008-12-12), Personal Information;
- (c) the General Conditions 2010B (2022-12-01), General Conditions Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements;
- (h) the signed Task Authorizations, including all of its annexes, if any; and
- (i) the Contractor's bid dated (to be inserted at contract award).

#### 11. Insurance – Specific Requirements

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

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

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

#### 12. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### 13. Ownership Control

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

- 13.1 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).
- 13.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- 13.3 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 will have the right to treat this Contract as being in default and terminate the contract accordingly.



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

#### 14. Closure of Government Facilities

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

#### 15. Tuberculosis Testing

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

#### 16. Compliance with CSC Policies

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

#### 17. Health and Labour Conditions

- 17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 17.2 The Contractor must comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and must also require compliance of same by all its subcontractors when applicable.
- 17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity must forthwith notify the Project Authority or His Majesty.



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17.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor must be furnished by the Contractor to the Project Authority or His Majesty at such time as the Project Authority or His Majesty may reasonably request."

#### 18. Identification Protocol Responsibilities

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

- 18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

#### **19. Dispute Resolution Services**

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the Office of the Procurement Ombudsman website.

#### 20. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web the Office of the Procurement Ombudsman website. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the Office of the Procurement Om

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

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



will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

#### 22. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: <u>www.bit.do/CSC-EN</u>.

23. Specific Person(s) (to be entered at contract award)



#### 1. Purpose

Correctional Service Canada (CSC) has a requirement, on an "as and when requested" basis, for the provision of psychological testing services in support of its recruitment of Correctional Officers and Primary Workers in various locations across Canada.

#### 2. Background

CSC must manage risk in an increasingly complex and challenging environment. A growing number of multifaceted dilemmas have emerged in CSC's operating environment that result in increased pressures and demands on front line staff, particularly Correctional Officers and Primary Workers. These include a growing offender population characterized by increased needs and more diverse and exigent associated risks, escalating offender mental health needs, higher likelihood of association with gangs, and threats to the safety and security of offenders and staff within operational sites.

#### 3. Objectives:

To administer psychological testing to Correctional Officer (CX-1) and Primary Worker (CX-2) candidates in external advertised appointment processes using the Minnesota Multiphasic Personality Inventory (MMPI-3), the Sixteen Personal Factor (16PF) test, and conduct follow up clinical interviews.

#### 4. Definitions and Applicable Documents:

The following documents form part of this Statement of Work (SOW) to the extent specified herein and are supportive of the SOW when referenced in various sections below:

Canadian Code of Ethics for Psychologists

The Official Languages Act

Treasury Board of Canada Secretariat

Public Service Commission of Canada

Government jobs open to the public

Correctional Service of Canada

### 5. Requirement (s)

- 1. The Contractor must provide a minimum of one (1) Senior Clinical Psychologist(s) at the main "Hub" and a minimum of one (1) Clinical Psychologist(s) to administer the MMPI-3, 16PF and clinical interview in each of the required testing locations.
- 2. The Contractor must conduct the evaluation of the psychological readiness of candidates in CSC's recruitment processes for Correctional Officers and Primary Workers.
- 3. The psychological testing and evaluation protocol must occur in two stages:
  - a) The administration of the Minnesota Multiphasic Personality Inventory (MMPI-3) and the Sixteen Personal Factor (16PF) tests; and
  - b) Structured clinical interview.



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4. The Contractor must administer the questionnaires (MMPI-3 and 16PF), at times in group settings as large as 200 candidates per location, or online, and following review of the tests, conduct individual clinical interviews.

#### 6. Resource Responsibilities

- 1. The Senior Clinical Psychologist(s) must review all candidate psychological testing results for the purpose of preparing structured stress and clinical interview questions and subsequent reports.
- 2. A Clinical Psychologist(s) must administer the MMPI-3 and 16PF tests as well as the structured stress and clinical interviews.

#### 7. Tasks

Services shall be provided under the Contract on an as-and-when requested basis. A Task Authorization (TA) will be utilized to perform tasks during the life of this contract. The following lists include, but do not limit the tasks associated with any TA. The TA will authorize the specific tasks required. The Contractor must:

- 1. Administer MMPI-3 and 16 PF tests;
- 2. Review and interpret the results of the testing at such a time as determined by CSC;
- 3. Conduct follow up clinical interviews;
- 4. Classify candidates as "meets", "does not meet", "no show", "no response", or "incomplete";
- 5. Provide results to project authority or designated representative;
- 6. Provide raw test data and/or psychological suitability evaluation reports to project authority or designated representative, upon request, for research purposes
- 7. Provide feedback on individual assessment results upon CSC's request; and
- 8. Defend psychological evaluations when required.

#### 7.1 Additional related tasks

- 1. The Contractor must notify the Project Authority of any revisions to the standardized psychological tests used, i.e. the MMPI-3 and 16PF. In consultation with the Contractor, the Project Authority will determine whether to use the revised standardized tests.
- 2. The Contractor must provide all administrative arrangements regarding testing, including, but not limited to, purchasing of the MMPI-3 and 16PF tests, booking test location(s), scheduling candidates for testing, evaluation and reporting of results. Psychological evaluation results must be transferred to the Project Authority or designated representative as either "meets" or "does not meet".
- 3. All test materials must be immediately provided upon completion to the Contractor's identified main holding location (main "Hub"). No completed materials are to remain in the testing locations.
- 4. All information must be held at the main "Hub" that will be identified to CSC.
- 5. During the period of the Contract, the Contractor must collect, store, handle, and maintain all original materials, including test sheets, interview questions, reports, and notes pertaining to all candidates in the selection process.
- 6. On completion of the Contract, the Contractor must retain all materials, including test sheets, interview questions, reports, and notes pertaining to candidates in a manner consistent with the standards set forth by their professional governing body (e.g., the College of Psychologists of Ontario) and the Canadian Code of Ethics for



Psychologists. If the standard set by the provincial authority is less than five (5) years, the Contractor must retain all testing materials for a minimum period of five (5) years from the testing date.

7. After the retention period, with the consent of the Project Authority, all testing materials must be destroyed as per standards set forth by their professional governing body.

# 8. Deliverables – General

- 1. Deliverables will be specified within each Task Authorization (TA). The scope of work attached to each TA will identify the particular deliverable(s), tasks, and other relevant areas of consideration that are required to be implemented by the Contractor in the provision of services.
- 2. All deliverable documents must be completed with Microsoft Office compatible software.
- 3. The Contractor must provide (1) one copy of the Psychological evaluation results for each candidate.
- 4. All deliverables are to be provided in English or French; CSC is responsible for the translation, if required.

## 8.1. Reporting and Deliverables

- Bi-weekly reports, on testing activities must be provided to the Project Authority or designated representative and must include but will not be limited to: the current status of all candidates being evaluated, including testing date, interview date, final determination date and status reported to the Project Authority, including "meets", "does not meet", "no show", "no response", or "incomplete".
- 2. Psychological evaluation results declaring assessed individuals as "meets", "does not meet", "no show", "no response", or "incomplete", and feedback when requested by CSC.

**NOTE:** Reports for each individual being assessed must be completed and stored at the Contractor's designated central location ("Hub").

**8.2** During the period of the contract, the Contractor must:

- 1. Work in conjunction with the Project Authority or their designated representative;
- 2. Complete the work according to each resulting Task Authorization;
- 3. Ensure that the Clinical Psychology Team is in place to support, in an on-going manner, the delivery of the work described in the Statement of Work;
- 4. Provide bi-weekly reports on testing status and results;
- 5. Maintain regular contact with the Project Authority or designated representative.

**8.3** It is the responsibility of the Contractor to ensure the performance of its resources is in accordance with the terms and conditions of the Contract, in the completion of all work, and in accordance with the values and ethics code set by the Canadian Code of Ethics for Psychologists. The Contractor is responsible for the quality and completeness of all work carried out and submitted to the Project Authority in the fulfillment of the Contract.

### 9. Timeframe(s)

For any tests administered, the Contractor must respect the timeframe detailed below:



1. The testing, interviews, and evaluations must be completed within 30 calendar days of the Contractor receiving the request for psychological evaluation from the Project Authority, as provided in an approved TA.

## 10. Project Authority Responsibilities

The Project Authority will inspect and accept, as appropriate, all deliverables as well as:

- 1. Identify assessment requirements, which will include location, number of individuals requiring testing, and timeframe.
- 2. Provide clarifications when needed.

### 11. Estimated Number of Evaluations

The following table is a breakdown of estimated number of evaluations per year:

| Type of Evaluation                  | Estimated Number of<br>evaluations per year |
|-------------------------------------|---|
| Minnesota Multiphasic Personality   |   |
| Inventory (MMPI-2) test             | 1500-2000                                   |
| Sixteen Personal Factor (16PF) test | 1500-2000                                   |
| Clinical interviews                 | 1500-2000                                   |

The volumetric data included above are estimations made in good faith and are not to be considered in any way as a commitment from the Correctional Service of Canada as the number of recruits required may fluctuate depending on departmental needs.

### 12. Location of Work

- 1. The Contractor must provide the required services across Canada, at the required locations.
- 2. The Contractor must be able to provide services from a designated main "Hub", which must be located in Canada, as well as in the following locations:

Halifax, NS Moncton, NB Saint John, NB St. John's, NL Montreal, QC Quebec, QC Laval, QC Port Cartier, QC Ottawa, ON Kingston, ON Toronto, ON Calgary, AB Edmonton, AB Grand Prairie, AB Fort McMurray, AB Saskatoon, SK Winnipeg, MB Vancouver, BC Abbotsford, BC



## Victoria, BC Iqaluit, NU

a) Evaluations and interviews must be performed in person at the Contractor's work location or one of the required locations listed above, or in a virtual format, for candidates residing in remote locations.

#### 13. Responsibilities of Main "Hub" vs. Required Locations

#### 13.1 The Main "Hub"

**13.1.1** The Main "Hub" is defined as the Contractor's designated central location. From the main "Hub", the Contractor will distribute the structured clinical interview questions to the administering psychologists in the required locations.

**13.1.2** From the main "Hub" the Contractor must monitor all services, coordinate assessments, and review all testing material, reports, and notes on each individual to ensure consistency. The Contractor must monitor all psychologists to ensure that consistent services are provided.

**13.1.3** The Contractor must store all materials collected on each assessed individual at the main "Hub" location only in accordance with the Security Requirements. The Contractor must distribute all requested reports to the Project Authority as described in Section 6.0 of this Statement of Work

#### 14. Language

Canada must respect the *Official Languages Act*. Testing and interviews may vary from location to location, and candidate to candidate. Thus, the required services must be provided in both official languages of Canada; English and French. Testing, interviews and feedback must be conducted in the official language of choice of the individual being tested.

### 15. Provincial and Territorial Regulatory Bodies

http://www.cpa.ca/public/whatisapsychologist/regulatorybodies/

Newfoundland:

• Newfoundland Board of Examiners in Psychology (NBEP)

Nova Scotia:

- Association of Psychologists of Nova Scotia (APNS)
- Nova Scotia Board of Examiners in Psychology

Prince Edward Island:

• Prince Edward Island Psychologists Registration Board (PEIPRB)

#### New Brunswick:

• College of Psychologists of New Brunswick

#### Québec :

• Ordre des psychologues du Québec

#### Ontario:

• College of Psychologists of Ontario (CPO)

#### Manitoba:

• Psychological Association of Manitoba (PAM)



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Saskatchewan:Saskatchewan College of Psychologists (SKCP)

Alberta:

College of Alberta Psychologists (CAP)

British Columbia:

• College of Psychologists of British Columbia

Northwest Territories:

 Contact: Registrar of Psychologists Department of Health and Social Services, Eighth Floor, Centre Square Tower Government of the NWT Box 1320 Yellowknife, NT, X1A 2L9 Tel. 867-920-8058

Nunavut Territory:

 Contact: Registrar, Professional Licensing Nunavut Health and Social Services Government of Nunavut, Box 390 Kugluktuk, NU, X0B 0E0 Tel. 867-982-7668

Yukon: No Association

### 16. Cancellation

For the cancellation or rescheduling of testing:

- 1. CSC may cancel or reschedule the evaluation of a candidate without incurring a fee by giving a written notice to the Contractor by e-mail at least ten (10) calendar days prior to the scheduled testing date;
- In the event that CSC cancels or reschedules the evaluation of a candidate three (3) to nine (9) calendar days prior to the testing date, the Contractor will be paid 25% of the price of scheduled testing in accordance with Annex B Basis of Payment;
- In the event that CSC cancels or re-schedules the evaluation of a candidate two (2) calendar days prior to the testing date, the Contractor will be paid 50% of the price of scheduled testing in accordance with Annex B Basis of Payment;
- 4. In the event that CSC cancels or re-schedules the evaluation of a candidate on the day of the testing, the Contractor will be paid the full price of scheduled testing in accordance with Annex B Basis of Payment; or
- 5. If CSC cancels the evaluation of a candidate due to an unforeseeable or uncontrollable event (such as a lockdown, strike, a virus attack, a pandemic, a power or a technical failure, etc.) no charge will be applied regardless of when the notice was given to the Contractor.



# **ANNEX B – Proposed Basis of Payment**

#### 1.0 Contract Period

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 rate(s) below in the performance of this Contract, Applicable Taxes extra.

| 1. Contract period : From contract award to two (2) years later |                          |
|---|--------------------------|
|   | All inclusive Firm Price |
|   |                          |
| 1. a) MMPI and 16 PF Testing per participant                    | \$                       |
| 1.b) Clinical interview per participant                         | \$                       |
| 1. c) TOTAL EVALUATED PRICE FOR TESTING AND                     |                          |
| CLINICAL INTERVIEW (SUM OF: 1. a) + 1. b) = )                   |                          |

#### 2.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article 4. Term of contract of the original contract, Options to Extend Contract, 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 to the Contract extension.

The Contractor must advise the Project Authority when 75% of the Contract's financial limitation is reached. This financial information can also be requested by the project Authority on an as-requested basis.

| 2. Option Period 1: (Year 3)                 |                          |  |
|--|--------------------------|--|
|  | All inclusive Firm Price |  |
|  |                          |  |
| 2. a) MMPI and 16 PF Testing per participant | \$                       |  |
| 2. b) Clinical interview per participant     | \$                       |  |
| 2. c) TOTAL EVALUATED PRICE FOR TESTING      |                          |  |
| AND CLINICAL INTERVIEW (SUM OF: 2. a) + 2.   |                          |  |
| b) = )                                       |                          |  |

| 3. Option Period 2 : (Year 4)                |                          |
|--|--------------------------|
|  | All inclusive Firm Price |
|  |                          |
| 3. a) MMPI and 16 PF Testing per participant | \$                       |
| 3. b) Clinical interview per participant     | \$                       |
| 3. c) TOTAL EVALUATED PRICE FOR TESTING      |                          |
| AND CLINICAL INTERVIEW (SUM OF: 3. a) + 3.   |                          |
| b) = )                                       |                          |

| 4. Option Period 3: (Year 5)                 |                          |
|--|--------------------------|
|  | All inclusive Firm Price |
| 4. a) MMPI and 16 PF Testing per participant | \$                       |



|    |    | Canada         | Callaua   |    |
|----|----|----------------|---|----|
| 4. | b) | Clinical inter | view per participant                            | \$ |
| Α  |    |                | LUATED PRICE FOR TES<br>NTERVIEW (SUM OF: 4. a) |    |

| 5. TOTALS                                    |                          |  |
|--|--------------------------|--|
|  | All inclusive Firm Price |  |
|  |                          |  |
| 5.a) TOTAL EVALUATED PRICE INITIAL           | \$                       |  |
| CONTRACT PERIOD                              |                          |  |
| 5.b) TOTAL EVALUATED PRICE Option 1          | \$                       |  |
| 5.c) TOTAL EVALUATED PRICE Option 2          | \$                       |  |
| 5.d) TOTAL EVALUATED PRICE Option 3          | \$                       |  |
|  |                          |  |
| 5. e) TOTAL EVALUATED PRICE FOR TESTING      | \$                       |  |
| AND CLINICAL INTERVIEW (SUM OF: 5.a) + 5. b) |                          |  |
| +5.c) + 5.d) = )                             |                          |  |

#### 3.0 Applicable Taxes

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

### 4.0 Electronic Payment of Invoices – Bid

Canada requests that Bidders complete option 1 or 2 below:

4.1 () Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International).
- 4.2 () Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

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



# Annex C – Security Requirements Check List

| - |   |   |
|---|---|---|
|   | 1 | ( |
|   | T | 0 |
|   |   |   |

Government Gouvernement of Canada du Canada DSD-NHQ5559

Contract Number / Numéro du contrat 21120-24-4477931

Security Classification / Classification de sécurité Unclassified

# SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS) PARTA - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE 1. Originating Government Department or Organization / Ministère ou vargentement or Organization / Ministère o

| Ministère ou organisme gouvernemental d'origine   | CSC-SCC   | HRM - CRO - FLPR                                      |  |  |  |  |
|---|---|---|--|--|--|--|
| <ol> <li>a) Subcontract Number / Numéro du contrat de sou</li> </ol>  | us-traitance 3. b) Name and Addres  | s of Subcontractor / Nom et adresse du sous-traitant  |  |  |  |  |
| 4. Brief Description of Work / Brève description du tra   | vail  |   |  |  |  |  |
| Psychological testing of CX candidates  | Psychological testing of CX candidates in recruitment process   |   |  |  |  |  |
| 5. a) Will the supplier require access to Controlled Go   |   | No Yes  |  |  |  |  |
| Le fournisseur aura-t-il accès à des marchandise  | es contrôlées?  | Non 📖 Oui   |  |  |  |  |
| 5. b) Will the supplier require access to unclassified n<br>Regulations?<br>Le fournisseur aura-t-il accès à des données tec<br>sur le contrôle des données techniques?   | , , , ,   | Non Oui   |  |  |  |  |
| 6. Indicate the type of access required / Indiquer le ty  | pe d'accès requis   |   |  |  |  |  |
| 6. a) Will the supplier and its employees require acce<br>Le fournisseur ainsi que les employés auront-ils<br>(Specify the level of access using the chart in Qu<br>(Préciser le niveau d'accès en utilisant le tablea) | accès à des renseignements ou à des bien<br>Jestion 7. c)   |   |  |  |  |  |
| 6. b) Will the supplier and its employees (e.g. cleaner<br>PROTECTED and/or CLASSIFIED information of<br>Le fournisseur et ses employés (p. ex. nettoyeu<br>à des renseignements ou à des biens PROTÉGI                 | r assets is permitted.<br>s, personnel d'entretien) auront-ils accès à<br>ÉS et/ou CLASSIFIÉS n'est pas autorisé. | des zones d'accès restreintes? L'accès                |  |  |  |  |
| 6. c) Is this a commercial courier or delivery requirem<br>S'agit-il d'un contrat de messagerie ou de livrais   |   | ? No Yes<br>Oui                                       |  |  |  |  |
|   |   | d'information auquel le fournisseur devra avoir accès |  |  |  |  |
|   |   |   |  |  |  |  |
| Canada     X  7. b) Release restrictions / Restrictions relatives à la c  |   | Foreign / Étranger                                    |  |  |  |  |
| No release restrictions   | All NATO countries  | No release restrictions                               |  |  |  |  |
| Aucune restriction relative   | Tous les pays de l'OTAN   | Aucune restriction relative                           |  |  |  |  |
| à la diffusion  |   | à la diffusion  |  |  |  |  |
| Not releasable<br>À ne pas diffuser   |   |   |  |  |  |  |
| Restricted to: / Limité à :   | Restricted to: / Limité à :   | Restricted to: / Limité à :                           |  |  |  |  |
| Specify country(ies): / Préciser le(s) pays :   | Specify country(ies): / Préciser le(s) pays   | : Specify country(ies): / Préciser le(s) pays :       |  |  |  |  |
|   | opecity country (res); / r reciser re(s) pays   | . Opeciny country (res). / r reciser re(s) pays .     |  |  |  |  |
| 7. c) Level of information / Niveau d'information   |   |   |  |  |  |  |
| PROTECTED A   | NATO UNCLASSIFIED   | PROTECTED A   |  |  |  |  |
| PROTÉGÉ A PROTECTED B   | NATO NON CLASSIFIÉ  | PROTÉGÉ A PROTECTED B                                 |  |  |  |  |
| PROTECTED B<br>PROTÉGÉ B  | NATO DIFFUSION RESTREINTE   | PROTECTED B<br>PROTÉGÉ B                              |  |  |  |  |
| PROTECTED C   | NATO CONFIDENTIAL   |   |  |  |  |  |
| PROTÉGÉ C   | NATO CONFIDENTIEL   | PROTÉGÉ C   |  |  |  |  |
| CONFIDENTIAL  | NATO SECRET   |   |  |  |  |  |
| CONFIDENTIEL  | NATO SECRET   | CONFIDENTIEL  |  |  |  |  |
| SECRET  | COSMIC TOP SECRET   | SECRET  |  |  |  |  |
| SECRET  | COSMIC TRÈS SECRET  | SECRET  |  |  |  |  |
| TOP SECRET  |   | TOP SECRET  |  |  |  |  |
| TRÈS SECRET   |   | TRÈS SECRET   |  |  |  |  |
| TOP SECRET (SIGINT)   |   | TOP SECRET (SIGINT)                                   |  |  |  |  |
| TRÈS SECRET (SIGINT)  |   | TRÈS SECRET (SIGINT)                                  |  |  |  |  |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä

| * | Correctional Service<br>Canada | Service correctionnel<br>Canada |
|---|--------------------------------|---------------------------------|
|   |                                |                                 |

|                        |                                  |  |  | DSD-N   | VHQ5559            |   |            |
|------------------------|----------------------------------|--|--|---|--------------------|---|------------|
| -                      | Government                       | Gouvernement                                       |  | Contr   | act Number / Nu    | uméro du contrat                        |            |
| T                      | of Canada                        | du Canada  |  |   | 120-24-447         |   |            |
|                        |                                  |  |  | Security Cla<br>Unclassified                                  | assification / Cla | assification de sécurité                |            |
|                        |                                  |  |  |   |                    |   |            |
| PART A (cor            | ntinued) / PARTIE                | A (suite)  |  |   |                    |   |            |
| 8. Will the su         | pplier require acces             | ss to PROTECTED ar                                 | Id/or CLASSIFIED COMSE                             | C information or assets?<br>désignés PROTÉGÉS et/o            |                    | No Non                                  | Yes<br>Oui |
| If Yes, indi           | icate the level of se            | nsitivity:<br>niveau de sensibilité :              |  |   |                    |   | 100        |
| 9. Will the su         | pplier require acces             | ss to extremely sensit                             | ve INFOSEC information o                           | r assets?<br>de nature extrêmement dé                         | licato?            | No                                      | Yes<br>Oui |
|                        |                                  | -  |  | de flature extremement de                                     | licater            | Non L                                   | JOu        |
| Document               | Number / Numéro                  |  |  |   |                    |   |            |
|                        |                                  |  | ERSONNEL (FOURNISSE<br>veau de contrôle de la sécu |   |                    |   |            |
| X                      | RELIABILITY S                    |  | CONFIDENTIAL<br>CONFIDENTIEL                       | SECRET<br>SECRET  |                    | TOP SECRET<br>TRÈS SECRET               |            |
|                        | TOP SECRET-<br>TRÈS SECRET       |  | NATO CONFIDENTIA<br>NATO CONFIDENTIE               |   |                    | COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |            |
|                        | SITE ACCESS                      | UPLACEMENTS  |  |   |                    |   |            |
|                        | Special commer<br>Commentaires s |  |  |   |                    |   | _          |
|                        |                                  |  |  |   | 24- A              |   |            |
|                        | REMARQUE : S                     | i plusieurs niveaux de                             | e contrôle de sécurité sont r                      | sification Guide must be prov<br>equis, un guide de classific |                    |   |            |
|                        |                                  | el be used for portions<br>sation sécuritaire peut | of the work?<br>-il se voir confier des partie     | s du travail?   |                    | X No<br>Non                             | Yes<br>Oui |
|                        |                                  | rsonnel be escorted?<br>onnel en question ser      | a-t-il escorté?                                    |   |                    | No<br>Non                               | Yes<br>Oui |
|                        |                                  | /  | MESURES DE PROTECT                                 | ON (FOURNISSEUR)  |                    |   |            |
| INFORMAT               | ION / ASSETS /                   | RENSEIGNEMENT                                      | S / BIENS  |   |                    |   |            |
| 11. a) Will the premis |                                  | ed to receive and sto                              | e PROTECTED and/or CL                              | ASSIFIED information or as                                    | sets on its site o | or No Non                               | Yes<br>Oui |
| Le fou                 |                                  | nu de recevoir et d'en                             | reposer sur place des rens                         | eignements ou des biens P                                     | ROTÉGÉS et/o       |   | JOu        |
|                        |                                  | ed to sefecuerd COM                                | SEC information or assets?                         | •   |                    |   | רךγes      |
|                        |                                  |  | seignements ou des biens                           |   |                    | X Non                                   | Oui        |
| PRODUCT                | ION                              |  |  |   |                    |   |            |
| 11 c) Will the         | production (manufa               | cture and/or repair an                             | d/or modification) of PROTE                        | CTED and/or CLASSIFIED r                                      | material or equip  | ment No                                 | Yes        |
| occura                 | at the supplier's site           | or premises?                                       | ,  | u réparation et/ou modificatio                                |                    | Non Non                                 | Oui        |
|                        | CLASSIFIÉ?                       |  | production (labrication evo                        |   | n) de materier r   | NOTEGE                                  |            |
| INFORMAT               | ION TECHNOLOGY                   | (IT) MEDIA / SUF                                   | PORT RELATIF À LA TEC                              | HNOLOGIE DE L'INFORMA   | ATION (TI)         |   |            |
|                        |                                  |  |  |   |                    |   | Yes        |
| informa                | ation or data?                   |  | ,, ,,  | duce or store PROTECTED                                       |                    | Non                                     | Oui        |
|                        |                                  | u d'utiliser ses propres<br>nnées PROTÉGÉS et      |  | r traiter, produire ou stocker                                | electroniquemen    | it des                                  |            |
| 11, e) Will the        | re be an electronic l            | ink between the suppli                             | er's IT systems and the gove                       | ernment department or agend                                   | cv?                | No No                                   | Yes        |
| Dispos                 |                                  |  |  | seur et celui du ministère ou                                 |                    | Non L                                   | Oui        |
|                        |                                  |  |  |   |                    |   |            |
| TBS/SCT 3              | 50-103(2004/12)                  |  | Security Classification / C                        | lassification de sécurité                                     |                    | Cana                                    | 김병         |
|                        |                                  |  |  |   |                    | Ualla                                   | ua         |

DSD-NHQ5559

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Government Gouvernement du Canada

Contract Number / Numéro du contrat 21120-24-4477931

Security Classification / Classification de sécurité Unclassified

PART C - (continued) / PARTIE C - (suite) For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

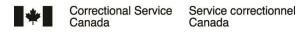
For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies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

| Category<br>Catégorie   |              | OTÉC                     |                         | CLASSIFIED<br>CLASSIFIÉ                           |           |                                      | NATO   |                      |                |                                    | COMSEC    |                |       |              |             |                |
|---|--------------|--------------------------|-------------------------|---|-----------|--------------------------------------|--|----------------------|----------------|------------------------------------|-----------|----------------|-------|--------------|-------------|----------------|
|   | А            | в                        | с                       | CONFIDENTIAL                                      | SECRET    | TOP<br>SECRET                        | NATO<br>RESTRICTED                             | NATO<br>CONFIDENTIAL | NATO<br>SECRET | COSMIC<br>TOP                      |           | OTECT<br>ROTÉG |       | CONFIDENTIAL | SECRET      | TOP<br>SECRET  |
| NA<br>DS  |              |                          |                         | CONFIDENTIEL                                      |           | TRÈS<br>SECRET                       | NATO<br>DIFFUSION<br>RESTREINTE                | NATO<br>CONFIDENTIEL |                | SECRET<br>COSMIC<br>TRÈS<br>SECRET | A         | в              | с     | CONFIDENTIEL |             | TRES<br>SECRET |
| nformation / Assets<br>Renseignements / Biens   |              |                          |                         |   |           |                                      |  |                      |                |                                    |           |                |       |              |             |                |
| Production  |              | 1                        |                         |   |           |                                      |  |                      |                |                                    | $\square$ |                |       |              |             |                |
| T Media /<br>Support TI   |              |                          |                         |   |           |                                      |  |                      |                |                                    |           |                |       |              |             |                |
| T Link /<br>.ien électronique   |              |                          |                         |   |           |                                      |  |                      |                |                                    |           |                |       |              |             |                |
| 2. a) Is the descrip<br>La description<br>If Yes, classif<br>Dans l'affirma<br>« Classification | du t<br>y th | irava<br>is fo<br>e, cla | il vis<br>rm b<br>assif | é par la prése<br>by annotating<br>ier le présent | the top a | S est-elle<br>and botto<br>re en ind | e de nature P<br>m in the are<br>iquant le niv | ROTÉGÉE et           | ou CLAS        | assificati                         |           |                |       |              | X Non       |                |
| 2. b) Will the docu<br>La documenta   |              |                          |                         |   |           |                                      |  |                      |                |                                    |           |                |       |              | X No<br>Non |                |
| lf Yes, classif<br>attachments (  | e.g.         | SE                       | CRE                     |   | ments).   |                                      |  |                      | -              |                                    |           |                | indic | cate with    |             |                |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

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#### ANNEX D - INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

- 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.
  - 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 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.

#### 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.
- 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 ofgood samaritan acts.
- 3. If the policy is written on a claims-made basis, coverage must be in place for a period of at least12 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 E - Evaluation Criteria**

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

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

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 1.5 References must be provided for each project/employment experience.
- Where the stated experience was acquired within a Canadian Federal Government Department or Agency as a Public ١. Servant, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
- Where the stated experience was acquired within a Canadian Federal Government Department or Agency as a 11. 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 should be presented in this format:
  - Name: a.
  - b. Organization;
  - Current Phone Number; and c.
  - Email address if available d.

#### 1.6 Response Format

- In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in Ι. the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that Ш. 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.
- For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any III. information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.
- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from the 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.



# IF THE BIDDER PROPOSES MORE THAN ONE RESOURCE, EACH RESOURCE WILL BE EVALUATED INDEPENDENTLY.

| #  | Mandatory Technical Criteria   | Bidder Response<br>Description (include<br>location in bid) | Met/Not Met |
|----|--|---|-------------|
| M1 | The Bidder's proposed resource (s) must have a Ph.D. or Psy.D in Psychology.   |   |             |
|    | The Bidder must provide a copy of the degree(s) with their bid.  |   |             |
| M2 | The Bidder's proposed resource (s) must be<br>registered and currently in good standing with<br>the College of Psychologists of the province or<br>territory of practice.  |   |             |
|    | The Bidder must provide their license number(s) and a copy of their Certificate(s) of Registration with their bid.   |   |             |
| М3 | Senior Psychologist  |   |             |
|    | The Bidder's proposed Senior Psychologist(s)<br>must have sixty (60) months of experience<br>working with public safety entities*.   |   |             |
|    | <ul> <li>Bidders must provide the following details as to how, where and when the stated experience was obtained, and references may be requested;</li> <li>1. The client Department;</li> <li>2. The start and end dates in the MM-YYYY format of the assignment (s); and</li> <li>3. Details about the work performed by the bidder on the assignments (s).</li> <li>4. A reference to confirm the stated experience.</li> </ul> |   |             |
|    | Experience must have been acquired within the past one hundred and twenty months (120) months prior to bid closing.  |   |             |
|    | * Public safety entities are defined as RCMP,<br>DND, CBSA, CSIS, PS, CSC, the provincial<br>equivalent of these Federal Departments, or a<br>provincial or municipal police force.  |   |             |
| M4 | Senior Psychologist  |   |             |
|    | The Bidder's proposed Senior Psychologist(s)<br>must have completed a minimum of 100<br>assessments for psychological readiness of<br>candidates*.   |   |             |
|    | <ul> <li>Bidders must provide the following details as to how where and when the stated experience was obtained, and references may be requested;</li> <li>1. The client Department;</li> <li>2. The start and end dates in the MM-YYYY format of the assignment (s); and</li> </ul>   |   |             |

| #  | Mandatory Technical Criteria  | Bidder Response<br>Description (include<br>location in bid) | Met/Not Met |
|----|---|---|-------------|
|    | <ul><li>3. Details about the work performed by the bidder on the assignments (s).</li><li>4. A reference to confirm the stated experience.</li></ul>  |   |             |
|    | Experience must have been acquired within the past one hundred and twenty months (120) months prior to bid closing.   |   |             |
|    | * Candidates are defined as participating in a selection process for job opportunities under the public safety portfolio.   |   |             |
| M5 | Clinical Psychologist   |   |             |
|    | The Bidder's proposed Clinical Psychologist (s)<br>must have thirty (36) months of experience<br>working with public entities*.   |   |             |
|    | <ul> <li>Bidders must provide the following details as to how where and when the stated experience was obtained, and references may be requested;</li> <li>1. The client Department;</li> <li>2. The start and end dates in the MM-YYYY format of the assignment (s); and</li> <li>3. Details about the work performed by the bidder on the assignments (s).</li> <li>4. A reference to confirm the stated experience.</li> </ul> |   |             |
|    | Experience must have been acquired within the past one hundred and twenty months (120) months prior to bid closing.   |   |             |
|    | * Public entities are defined as Public Sector<br>(Federal, Provincial, Municipal government<br>agencies)   |   |             |
| M6 | Clinical Psychologist   |   |             |
|    | The Bidder's proposed Clinical Psychologist (s)<br>must have completed a minimum of 50<br>assessments for psychological readiness of<br>candidates*.  |   |             |
|    | <ul> <li>Bidders must provide the following details as to how where and when the stated experience was obtained, and references may be requested;</li> <li>1. The client Department;</li> <li>2. The start and end dates in the MM-YYYY format of the assignment (s); and</li> <li>3. Details about the work performed by the bidder on the assignments (s).</li> <li>4. A reference to confirm the stated experience.</li> </ul> |   |             |
|    | Experience must have been acquired within the past one hundred and twenty months (120) months prior to bid closing.   |   |             |

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| * | Correctional Service<br>Canada | Service correctionnel<br>Canada                           |   |             |  |
|---|--------------------------------|---|---|-------------|--|
| # | Mandatory Technica             | al Criteria   | Bidder Response<br>Description (include<br>location in bid) | Met/Not Met |  |
|   |                                | ined as participating in a<br>job opportunities under the |   |             |  |

...



#### ANNEX F

#### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue. whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit the Employment and Social Development Canada (ESDC) - Labour website.

(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.) Date:

Complete both A and B.

Canada

- A. Check only one of the following:
- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - () A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
- OR
- () A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
- () B1. The Bidder is not a Joint Venture.

#### OR

() B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



| ANNEX G - Task<br>Autorisation   |   |  | Contract Number – Numéro du contrat  |  |  |  |  |
|--|---|--|--|--|--|--|--|
| Contractor`s Name and Address – Nom et adresse   | de l'entrepreneur   | Task Authorization (   | Task Authorization (TA) No. – No de l'autorisation de tâche (AT)   |  |  |  |  |
|  | Title of the task, if applicable – Titre de   |  |  |  |  |  |  |
|  |   | Coût total estimatif o   | Total Estimated Cost of Task (applicable taxes extra)<br>Coût total estimatif de la tâche (taxes applicables en sus) |  |  |  |  |
|  |   | \$   |  |  |  |  |  |
| Si OUI, v  | prend des exigences rela<br>efer to the Security Requ<br>oir la Liste de vérification   | atives à la sécurité<br>irements Checklist (SRCL)<br>n des exigences relatives à |  |  |  |  |  |
| For Revision only – Aux fins de révision seulem<br>TA Revision Number, if applicable   |   | Task (applicable taxes   | Increase or Decrease (applicable taxes extra),   |  |  |  |  |
| Numéro de révision de l'ÀT, s'il y a lieu  | Total Estimated Cost of Task (applicable taxes<br>extra) before the revision<br>Coût total estimatif de la tâche (taxes<br>applicables en sus)Increase or Decrease (applicable<br>as applicable<br>Augmentation ou réduction (tax<br>en sus), s'il y a lieu |  |  |  |  |  |  |
| Start of the Work for a TA: Work cannot comment<br>been authorized in accordance with the condition                          |   |  | ⇒<br>t l'AT : Les travaux ne peuvent pas<br>l'AT soit autorisée conformément au contrat.                             |  |  |  |  |
| 1. Required Work: - Travaux requis :<br>A. Task Description of the Work required – Descript                                  | 'an da têska da stravan   |  | Attached – Ci-Joint 🗆  |  |  |  |  |
| [Describe the work the contractor must perform in the décrire les travaux que l'entrepreneur doit effectuer tâches standard] |   |  |  |  |  |  |  |
| B. Basis of Payment – Base de payment<br>As per Annex B of the Contract – Conformément à                                     | l'Annexe B du contrat.  |  |  |  |  |  |  |
| C. Cost of Task (to be completed by contractor) – C  | Coût de la tâche (à comp  | bléter par l'entrepreneur)   |  |  |  |  |  |
| [Select the appropriate costing table according to th<br>tableau des coûts qui s'applique selon la base de p                 |   |  |  |  |  |  |  |
| Category, Level and Name of Proposed<br>Resource   | Per Diem - Taux<br>quotidien<br>(OR - OU)   | Estimated number of (s<br>appropriate) Days (OR)<br>Hours                        |  |  |  |  |  |
| Catégorie, niveau et nom de la resource<br>proposée  | Hourly Rate –<br>Taux horaire   | Nombre estimé de (cho<br>selon le cas) jours (OU)<br>d'heures                    |  |  |  |  |  |
|  |   |  |  |  |  |  |  |
|  |   |  |  |  |  |  |  |
| ESTIMATED COST PROFESSIONAL SER<br>ESTIMATED TRAVEL & LIVING EXP   |   |  |  |  |  |  |  |
|  |   |  | ISTANCE  |  |  |  |  |
|  |   |  |  |  |  |  |  |



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Deliverable or milestone - Produit livrable ou étape All-inclusive Firm price – prix ferme tout compris ESTIMATED TRAVEL & LIVING EXPENSES – ESTIMÉ DES FRAIS DE DÉPLACEMENT ET DE SUBSISTANCE TOTAL ESTIMATED COST – COÛT ESTIMATIF TOTAL (OR - OU) As per Annex B of the Contract - Conformément à l'Annexe B du contrat. D. Method of Payment - Méthode de payment [Insert the applicable method of payment, as per the Contract clauses - Insérer la méthode de paiement qui s'applique, conformément au clauses du contrat.] 2. Authorization(s) - Autorisation(s) En apposant sa signature sur l'AT, le client autorisé et (ou) By signing this TA, the authorized client and (or) the CSC Contracting Authority certify(ies) that the content of this TA is in accordance with the l'autorité contractante du SCC atteste(nt) que le contenu de conditions of the contract. cette AT respecte les conditions du contrat. The client's authorization limit is identified in the contract. When the La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, value of the TA and its revisions is in excess of this limit, the TA must be l'AT doit être transmise à l'autorité contractante du SCC pour forwarded to the CSC Contracting Authority for authorization. autorisation. Name and title of authorized client - Nom et titre du client autorisé à signer Signature Date CSC Contracting Authority - Autorité contractante du SCC Signature Date 3. Contractor's Signature - Signature de l'entrepreneur Name and title of individual authorized to sign for the Contractor Nom et titre de la personne autorisée à signer au nom de l'entrepreneur Date Signature