

#### Service correctionnel Canada

ORETURN BIDS TO :
RETOURNER LES SOUMISSIONS À
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Bid Receiving - Réception des soumissions: Tammy Guthrie Contracting & Materiel Services Saskatchewan Penitentiary Box 160 Prince Albert, SK S6V 5R7

#### REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

#### Proposal to: Correctional Service Canada

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

# Proposition à: Service Correctionnel du Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille 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 :

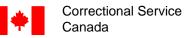
Telephone # - N° de Téléphone :

Fax # — No de télécopieur :

Email / Courriel : \_

GST # or SIN or Business # —  $\,N^{\circ}\,de\,TPS$  ou NAS ou  $N^{\circ}\,d'entreprise$  :

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52000-14-1949953 Client Reference No. — N°.	2013-12-03
52000-14-1949953	
GETS Reference No. — N°.	de Référence de SEAG
Solicitation Closes — L'inv	itation prend fin
at /à : 1600 hours, CST	
on / le: December 19, 2013	3
F.O.B. — F.A.B. Plant – Usine: De	estination: Other-Au
Saskatchewan Penitentiary	
Address Enquiries to — So	umettre toutes questions à:
Regional Contracting Special	ist, RHQ
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# **PART 1 - GENERAL INFORMATION**

# 1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection and Part 6 - Resulting Contract Clauses.

# 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, shall be interpreted as a reference to CSC or its Minister.

# 4. Debriefings

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

# 5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at <u>boa-opo@boa.opo.gc.ca</u>. You can also obtain more information on the OPO services available to you at their website at <u>www.opo-boa.gc.ca</u>.



# **PART 2 - BIDDER INSTRUCTIONS**

# 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 2012-11-19 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 1.4 and 1.5 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, does not form part of and not apply to the bid solicitation. All other subsections of '01 Code of Conduct and Certifications – Bid', form part of and apply to the bid solicitation.

# 2. Submission of Bids

Bids must be submitted only to Correctional Service Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to CSC will not be accepted.

# 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

# 4. Applicable Laws

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

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

# **PART 3 - BID PREPARATION INSTRUCTIONS**

# 1. Bid Preparation Instructions

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

Section I: Technical Bid: three (3) hard copies

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

Section III: Certifications: one (1) hard copy

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

# Bidders are requested to submit their Financial Bid in an envelope separate from their technical proposal.

CSC requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation.

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

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

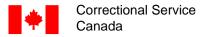
#### Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

# Section II: Financial Bid

Bidders must submit their financial bid in accordance with the pricing schedule detailed in **Annex B - Proposed Basis of Payment**. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.



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

# 1.1 Exchange Rate Fluctuation

SACC Manual clause C3011T 2010-01-11 Exchange Rate Fluctuation

# Section III: Certifications

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



# 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 2013-04-25, Evaluation of Price

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

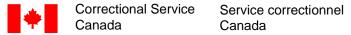
**Note to Bidders:** Table Totals will be calculated using the formula that follows the corresponding table in **Annex B – Proposed Basis of Payment.** 

#### 2. Basis of Selection

SACC Manual Clause A0031T 2010-08-16, Mandatory Technical Criteria

#### 3. Security Requirement

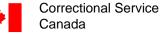
- 3.1 Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part
     6 Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 3.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3.3 For additional information on security requirements, bidders should consult the "<u>Security</u> <u>Requirements for PWGSC Bid Solicitations - Instructions for Bidders</u>" (http://www.tpsgcpwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31) document on the Departmental Standard Procurement Documents Website.



#### 4. Insurance Requirement

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 clause 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

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

# 1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

# 1.1 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 "<u>FCP Limited Eligibility to Bid</u>" list (<u>http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml</u>) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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

#### 1.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

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

# Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES ( )NO ( )

If so, the Bidder must provide the following information:

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

#### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

**Note to Bidders**: Bidders are advised that a contract issued to a FPS in receipt of a pension under the *Public Service Superannuation Act* (PSSA) will be identified as such on the CSC Departmental Proactive Disclosure of Contracts internet site.

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

# 1.3 Language Requirements

The bidder certifies that the proposed resource(s) is/are capable of providing verbal and written communication and able to conduct the work in English.



# **Certification:**

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

# PART 6 - RESULTING CONTRACT CLAUSES

# 1. Security Requirement

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:

(a) Security Requirements Check List and security guide (if applicable), attached at Annex C;

(b) Industrial Security Manual (Latest Edition).

# 2. Statement of Work

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

# 3. Standard Clauses and Conditions

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

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

# 3.1 General Conditions

2010B 2013-04-25, General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

Subsection 31.4 of 2010B, General Conditions – Professional Services (Medium Complexity), will not form part of the Contract. All other subsections of '2010B 31 Code of Conduct and Certifications – Contract', will form part of the Contract.

# 4. Term of Contract

# 4.1 Period of the Contract

The Work is to be performed during the period of **2014-01-01 to 2014-12-31**.



# 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional **1** year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **30** calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment

#### 5. Authorities

# 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Regional Contracting Specialist Contracting & Materiel Services 2313 Hanselman Place Saskatoon, SK S7L 6A9 Telephone: (306) 975-8921 Facsimile: (306) 975-6238

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

# 5.2 **Project Authority**

The Project Authority for the Contract is:

Name: Joele Fidler Title: Chief Health Services Correctional Service Canada Branch/Directorate: Saskatchewan Penitentiary Telephone: 306-765-8160 Facsimile: 306-765-8086 E-mail address: Joele.Fidler@csc-scc.gc.ca

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:

+	Correctional Service Canada	Service correctionnel Canada
Title: Comp		
Addre	ess:	
Facsi	hone: mile: il address:	<u></u>

# 6. Payment

#### 6.1 Basis of Payment

SACC Manual Clause C0206C 2013-04-25 - Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of *\$\_\_\_\_\_* ( *(insert the amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

# 6.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_\_. Customs duties are excluded and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contractor must notify 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 contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

# 6.3 SACC Manual Clauses

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

# 6.4 Monthly Payment



Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

# 6.5 Travel and Living Expenses

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

# 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.
- Invoices must be distributed as follows: The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

# 8. Certifications

# 8.1 Certification of Compliance

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

# 8.2 SACC Manual Clauses

SACC Manual Clause A7017C 2008-05-12 – Replacement of Specific Individuals

# 9. Applicable Laws

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

# 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2010B 2013-04-25, General Conditions Professional Services (Medium Complexity).
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List
- (f) the Contractor's bid dated \_\_\_\_\_



# 11. Insurance Requirements

The Contractor must comply with the insurance requirements specified in below. 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.

#### 11.1

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 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.

# 12. Ownership Control

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

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

# 13. Closure of Government Facilities

- 13.1 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.
- 13.2 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.

# 14. Tuberculosis Testing

14.1 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.



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

# 15. Compliance with CSC Policies

- 15.1 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.
- 15.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 15.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

# 16. Health and Labour Conditions

- 16.1 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.
- 16.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.
- 16.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.
- 16.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

# 17. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.c.ca.

# 18. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed the contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public *Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.c.ca.

# ANNEX A – Statement of Work

The Correctional Service Canada has a requirement to provide basic health services to the offenders within our care. The work will involve the following:

# 1.1Background

In accordance with the Corrections and Conditional Release Act and Commissioner's Directive's, the Correctional Service of Canada (CSC) requires each Institution to ensure that the health needs of offenders are identified and that services/programs are developed and maintained to meet those needs.

Saskatchewan Penitentiary is a multilevel complex for minimum, medium and maximum security offenders. It is located at the western edge of Prince Albert, Saskatchewan: housing approximately 900 male adult offenders at any given time.

Prince Albert is a small city located in north central Saskatchewan with a population of approximately 35,000. There is one major hospital and twelve medium to large medical clinics with some offering specialized medical services. A wide range of specialized medical services are available within the city of Saskatoon which is located 150 km southwest of Prince Albert.

Saskatchewan Penitentiary, as part of the Correctional Service Canada requires contracted Optometry Services.

#### 1.20bjectives:

The goal of the Optometry Services Contract is to provide quality optometrist and ophthalmic services for inmates at the Institution as per the Health Services Manual.

#### 1.3Tasks:

1.3.1 The contractor must provide all material, equipment, labour and supervision necessary to provide Optometry Services to the patients at Saskatchewan Penitentiary for 1 clinic per month for up to eight hours per clinic. Scheduling of the dates of the clinics is to be my mutual agreement between the Contractor and the Chief, Health Care. Additional clinics or rescheduling of clinics may be required from time to time on a mutually agreed upon date between the Chief Health Services and the Contractor.

- a) The Contractor must provide the following Optometric Services:
  - Routine Eye Examinations
  - Tonometry
  - Ocular Assessment
  - Presbyopic Bifocal Therapy
  - Post Contract Therapy
- b) The Contractor must provide the following Optician Services:
  - Frame dispensing and fitting as prescribed by the Optometrist
  - Deliver all prescribed lenses to the Institution on a weekly basis
  - Provide necessary repair to eye glasses
  - Warranty all prosthesis for a period of at least one year.
- c) The Contractor must provide at each session an experienced individual to:
  - Help the optometrist to conduct the clinics and expedite patient throughout
  - Perform minor on site repairs to offender eyeglasses. This shall include hinge repair and
  - replacements of fronts, temples and nose pads (regardless of manufacturer)
  - Administer the choice of frames by the offender

Take measurements required to process ophthalmic lenses and for correct size and fit of frames to ensure a comfortable fit (for checking by the optometrist as necessary)
Fitting shall include adjustments or modifications as required to ensure a correct and comfortable fit at no additional cost.

d) The Contractor must provide Optometry services and corrective eyeglasses to all offenders incarcerated within the confines of Saskatchewan Penitentiary. Optometry services are to reflect the level of service afforded citizens receiving social assistance within the community.

1.3.2 The optometrist must examine offenders referred by Health Care Staff and contract doctors to perform eye examinations to diagnose visual acuity and disorders of the eye. He/she must provide optometric prescriptions for those offenders requiring them and must provide other optometry treatment services as required. The optometrist must check fit of corrective lenses. He/she must make referrals as necessary to specialists or the CNIB. The optometrist must document refraction examinations and recommendations for inclusion in the offender patients' health records.

1.3.3 The eye examination services must be performed by a qualified Optometrist licensed as necessary to practice in the Province of Saskatchewan and in accordance with the relevant professional standards.

1.3.4 Refractions and diagnosis are to be done in the clinic at Saskatchewan Penitentiary.

1.3.5 The Optometry clinics are to be provided between 0800 hours and 1600 hours once per month on a mutually agreed upon date between the Chief Health Services and the contractor. Additional clinics or rescheduling of clinics may be required from time to time on a mutually agreed upon date between the Chief Health Services and the Contractor. The Contractor must make therapeutic recommendations for offenders who have received ophthalmology treatment.

- a) Advise health care staff regarding supplies and equipment.
- b) Instruct nursing staff on new techniques and medications for patients.
- c) Maintain regular follow up and screening on new offenders.
- d) Maintain offender records in accordance with accepted medical standards.
- e) Maintain high levels of infection control.

f) Advise the Chief Health Services immediately of any concerns expressed by offenders or of any problems encountered that should be referred to Case Management staff for the use in case supervision and treatment.

g) Refer patients to other medical specialists as required.

1.3.6 The optometrist must review and self audit optometry service delivery on an ongoing basis and must recommend improvements and advise on offender patient concerns as necessary.

1.3.7 All services must be performed in accordance with CSC Medical and Health Care Branch policy, which includes specifications on safety precautions, etc.

1.3.8 All services must be performed in accordance with CSC Health Services Manual and the National Essential Health Services Framework. These documents outline the frequency of eye examinations and how often new lenses and frames can be provided.

1.3.9 Must provide a sample case at each clinic from which the offenders can make their choice. This should contain at least 10 frames in a variety of current styles and colors. It should include a selection of cellulose acetate (or equivalent non-flammable plastic material) and metal frames, available in a variety of sizes. The samples should include some models with spring hinges, some models with adjustable silicon nose pads and some styles to suit noses with wide or low bridge. The quality should be comparable to those supplied by social service agencies or Public Health Agency of Canada. The frame styles offered must remain available throughout the duration of the contract. If a style is discontinued, the Contractor must provide a substitute frame approved by the Project Authority.

1.3.10 The lenses provided must be made of impact resistant glass, polycarbonate or CR-39 plastic. They must be free from visible of effective striae, bubbles or flaws that would impair the optical or visual quality of the lenses for their intended use. Lenses shall be supplied with at least standard manufacturer's front surface scratch resistant coating. They must meet industry standards, including CSA and ANSI specifications. High index plastic or polycarbonate lenses shall be supplied with a multi-layer, anti-reflective coating, applied on both lens surfaces at no additional cost. Dispensing shall include lens insertion into the spectacle frame.

1.3.11 Eyeglasses shall have a one-year warranty against breakage and be complete with a case to provide protection from shock and scratching.

1.3.12 Tints or other extras will only be provided by the institution when prescribed for a vision problem.

1.3.13 In the event that the optometrist makes a prescription error that is not a patient caused misinterpretation; the Contractor must provide replacement lenses at no charge.

1.3.14 Eyeglasses should be delivered to the institution within three (3) calendar weeks of each session. A second fitting is not required except for problems. Any off-site repairs shall be completed within one (1) week of receipt.

# 1.4 Additional Information

1.4.1 The Institution will provide the treatment facilities for the contractor's use in conducting the clinics. The equipment provided includes a patient's chair, necessary lenses for refractions and a clinic room to accommodate these.

1.4.2 The Institution shall provide a room in which to conduct eye examinations and a room to set up frame selection, etc. The Institution will also provide a phoroptor arm, a screen and eye charts, as well as any medications that may be required as treatment.

1.4.3 The Contractor shall provide equipment as necessary for eye examinations, such as a portable phoroptor, for fitting eyeglasses and for on-the-spot repairs. Repairs, non prescribed tints and other extras may be provided if the offender makes arrangements for payment for same from their institutional account.

1.4.4 At the request of the Project Authority, the Contractor and their personnel shall attend orientation and other appropriate courses developed by the Correctional Service of Canada.

1.4.5 There will not be a set number of offenders to be seen per clinic and the offenders will be a combination of Maximum, Medium and Minimum offenders, bases on the offender need. The contract will be paid for the number of hours they are in attendance at each clinic.

1.4.6 In the event the Contractor is prevented access into the institution, due to unforeseen security requirements, the contractor will be paid for four (4) hours of Optometrist fees if they do not receive a minimum of 48 hours notice. A mutually agreed upon rescheduling date for the clinic will be established by the contractor and the Chief Health Services. If the Institution has a planned locked down, the contract will be notified a minimum of 48 hours in advance.

1.4.7 In the event that the contract cannot attend the Institution for a scheduled clinic, they shall have a replacement Optometrist who meets the mandatory requirements of the original Request for Proposal, and they must be acceptable to the Chief of Health Care. This replacement personnel must also be able to obtain security clearance at the same level as the contractor.

1.5Deliverables:

Shall provide yearly copies of up-to-date/annual licenses, insurance and/or any other documents that certify that the company or individual is licensed to practice/perform the work described herein.

Maintaining accurate medical records in the delivery of Optometric services utilizing standard CSC Health Record forms, institutional forms for offender personal account purchases, e.g. frames, tints, etc., as provided by the institution. Requisition forms for Optometric laboratory and respective invoicing upon completion will be provided by the Contractor.

Prescribing courses of treatment or interventions to be administered, e.g. spectacles.

1.6Location of work:

- a. The Contractor must perform the work at Saskatchewan Penitentiary, 15<sup>th</sup> Street West, Prince Albert, SK, Canada
- b. Travel
  - i. No travel is anticipated for performance of the work under this contract.

1.7Language of Work:

The contractor must perform all work in English.

# **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 shall be paid the all inclusive firm rates below in the performance of this Contract, HST or GST extra.

Table 2.2.2 Financial Proposal							
	Year 1 (January 1, 2014 to December 31, 2014)	Option Year 1 (January 1, 2015 to December 31, 2015)	Option Year 2 (January 1, 2016 to December 31, 2016)				
REGISTERED OPTOMETRIST ALL INCLUSIVE FEE							
Cost per Hour	\$	\$	\$				
REPAIRS							
Actual Laboratory cost to a maximum of	\$/ea.	\$/ea.	\$/ea.				
To repair or replace frame components or replace one lens	\$/ea.	\$/ea.	\$/ea.				
ALL INCLUSIVE PRICE FOR PROFESSIONAL FEES – including laboratory costs and impact resistant lenses							
Single Vision lenses with frame and case	\$/ea.	\$/ea.	\$/ea.				
Bifocal Vision lenses with frame and case	\$/ea.	\$/ea.	\$/ea.				
ALL INCLUSIVE PRICE FOR DISPENSING FEES							
Unifocal Lenses and New Frame	\$/ea.	\$/ea.	\$/ea.				
Bifocal Lenses and New Frame	\$/ea.	\$/ea.	\$/ea.				
Post-Cataract Lenses and New Frame	\$/ea.	\$/ea.	\$/ea.				
Unifocal Lenses and Own Frame	\$/ea.	\$/ea.	\$/ea.				
Bifocal Lenses and Own Frame							
Post-Cataract Lenses and Own Frame	\$/ea.	\$/ea.	\$/ea.				
Case with new glasses only	\$/ea.	\$/ea.	\$/ea.				
ALL INCLUSIVE PRICE FOR REPLACEMENTS							
Complete glasses	\$/ea.	\$/ea.	\$/ea.				
Two lenses only	\$/ea.	\$/ea.	\$/ea.				
One lens only	\$/ea.	\$/ea.	\$/ea.				
Complete Frame only	\$/ea.	/ea	\$/ea.				
ADDITIONAL FEES AT ALL							

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(Please note that contact lenses ARE NOT to be provided, unless they are clinically indicated instead of glasses.)

• Lowest average price will be calculated by adding the hourly rates quoted for services provided by a Registered Optometrist and dividing by 3

# 2.0 HST or GST

(a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada. Annex C – Security Requirement Check List

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12. b) Will the documentation attached to this BRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

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# Annex D – "Evaluation Criteria"

#### 1.0 Technical Evaluation:

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

Mandatory Technical Criteria

#### 2.0 Evaluation Criteria:

- In addressing the mandatory criteria, the Bidder should supplement the information supplied in response to the mandatory criteria with details outlining the depth and extent of the relevant experience, qualifications and specialized expertise of the proposed resource(s). All claims with regard to resource experience, qualifications or expertise must be substantiated through the provision of detailed project descriptions of how, when and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during evaluation.
- 2 Proposals should include a résumé for each of the proposed resources, which support the skills/expertise being offered. Names and telephone number of business references should be provided which can substantiate the work experience claimed. The Bidder should indicate the location in the proposed resource's résumé of supporting information to substantiate relevant experience for each mandatory criteria.
- 3 Experience obtained after bid closing will not be considered.
- 4 For evaluation purposes,
  - (a) "where" means the name of the employer as well as the position/title held by the proposed resource;
  - (b) "when" means the start date and end date (e.g. from January, 2000 to March, 2002) of the period during which the proposed resource acquired the qualification/experience; and
  - (c) "how" means a clear description of the activities performed and the responsibilities assigned to the proposed resource under this position and during this period.
- 5 Furthermore, Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project 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.
- 6 In order to facilitate evaluation of proposals, it is recommended that bidders address, in their proposal, the mandatory and rated criteria in the order in which they appear below, using the numbering outlined below.
- 7 It is <u>imperative</u> that the proposal <u>address each of these criteria</u> to demonstrate that the requirements are met.



# MANDATORY TECHNICAL CRITERIA

Table 1.1.2						
MANDATORY REQUIREMENT	DEMONSTRATED COMPLIANCE:					
	<ol> <li>Contractors performing exams must have possession of an optometrist license as necessary to practice in the Province of Saskatchewan and in accordance with the relevant professional standards. The provider must submit on a yearly basis to the Chief Health Services a proof of current licensing.</li> <li>Provided: YES NO</li> </ol>					
	<ol><li>Contractor must have a minimum of one (1) YEAR experience providing vision services.</li></ol>					
	Provided: YES D NO D					
	<ol> <li>The bidder must show that the Service Provider and its personnel are covered by Professional Liability Insurance for no less than \$1 million purchased at the Contractor's sole expense.</li> </ol>					
	Provided: YES D NO D					



# Annex E – Patient Safety: Roles and Responsibilities Institution Health Services Staff

#### Preamble:

Accreditation Canada identifies that challenges to patient safety often occur through system errors that are the result of multiple breakdowns in processes and communication and can contribute to adverse events. All staff and contracted personnel have a role to play in the provision of health services, and maintenance of a health care environment that is conducive to patient safety.

# **Objectives:**

• To define the roles and responsibilities of the front line staff of Health Services for Patient Safety.

# **General Responsibilities:**

All Health Services personnel, both clinical and non-clinical, have a responsibility commensurate with their specific role within health services as well as a more general role in the reporting of unsafe activities and events. This also includes the maintenance of a workplace environment that is conducive to the provision of safe patient care. These responsibilities include, but are not limited to:

- Ensuring that continuity of patient care is maintained through the completion of position specific activities, examples of which include:
  - Ensuring that patient test results are forwarded for review to the ordering health care professional using the institutions' specific process;
  - Ensuring that all patient care documents are filed in the appropriate section of the patient health care file;

• Ensuring that appointments, and follow-up appointments, for patients are booked with the appropriate health care professional in a timely fashion and in a manner that is consistent with the urgency of the patient's presenting health care need;

• Ensuring that when patients fail to show up for their appointments that the reason for the 'no show' is determined and that, if there is a need, that the appointment is rescheduled;

• Ensuring that all health care documentation required for transfer or release is complete and forwarded to the appropriate health care professional as appropriate.

- Reporting the occurrence of good saves (near misses), adverse events and sentinel events in a timely manner and using the appropriate reporting tools;
- Participation in Continuous Quality Improvement (CQI) activities as appropriate and as requested by the Chief of Health Services;
- Identifying, reporting, responding to and when possible, taking immediate action to rectify, unsafe conditions, circumstances or hazards that may be present in the health care environment. This may require, as appropriate, the completion of the Classification of inmate injury (CSC-1375) as per CD 234 and/or the Officer's Statement/Observation Report (CSC-0875) as per CD 568.



# **Clinical Personnel Responsibilities:**

Clinical personnel are responsible and accountable for their own practice and, as such, have special discipline-specific responsibilities for the provision of health care services. These responsibilities include, but are not limited to;

Adherence to their respective profession's Standards of Practice (or equivalent);

- Adherence to the Scope of Practice identified by their regulatory body;
- Acting as a patient advocate;
- Identifying the need for patient education and providing patient teaching as appropriate and specific to the needs of the patient;
- Individual health care practitioners are responsible for recognizing when a given health care activity is outside their individual skill set but remain responsible for ensuring that the patient is referred to an appropriately skilled health care practitioner. This helps to ensure both safe patient care and continuity of care.

The above is not meant to be an exhaustive list of all of the responsibilities that Health Services personnel have for the promotion of Patient Safety. Rather, it is intended to identify the breadth and scope of these responsibilities. As always, critical thinking is an essential component of the provision of safe health care services and is a skill that must be utilized in regards to Patient Safety.

Jan Nachtegaele Manager of Clinical Services Prairie Region Heather Thompson Regional Director Health Services Prairie Region

#### Annex F SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 52000-14-1949953

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:

(a) Security Requirements Check List and security guide (if applicable), attached at Annex C;(b) Industrial Security Manual (Latest Edition).