



RETURN BIDS TO :
RETOURNER LES SOUMISSIONS À :
Bid Receiving - Réception des soumissions:

Ontario Region
Contracting & Materiel Services
443 Union Street
Kingston, ON
K7L 2R8

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 : _____

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

Title — Sujet: Physiotherapy Services for Offenders at Millhaven and Grand Valley Institutions 2 Seperate Contracts	
Solicitation No. — N° de l'invitation 21421-14-18-1988767 (A)Millhaven 21465-14-18-1971089 (B)Grand Valley	Date: 07-May-2014
Client Reference No. — N° de Référence du Client	
GETS Reference No. — N° de Référence de SEAG	
Solicitation Closes — L'invitation prend fin at / à : 14 :00 hrs EST on / le June 10, 2014	
Address Enquiries to — Soumettre toutes questions à: Geoff Hinch , Regional Contracting and Procurement Officer Correctional Service Canada, Ontario Region P.O. Box 1174, 443 Union Street, Kingston ON K7L 2R8 Email: hinchga2@csc-scc.gc.ca	
Telephone No. – N° de téléphone: 613-530-3167	Fax No. – N° de télécopieur: 613-536-4571
Destination of Goods, Services and Construction: Destination des biens, services et construction: Millhaven Institution Bath Ontario & Grand Valley Institution(s)Kitchener Ontario	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livraison proposée : Voir aux présentes
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur	

Name / Nom	Title / Titre

Signature	Date

(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



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

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 boa-opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



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 Standard Acquisition Clauses and Conditions:

<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 (2013-06-01) 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.

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

Delete: sixty (60) days
Insert: ninety (90) days

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.

2.1 Bidders may apply to either contract "A", "B" or both.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 the Province of Ontario.

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

5. Information Reporting by Contractor

SACC Manual Clause – A9116C (2007-11-30) T1204 – Information Reporting by Contractor

Also see Clause 6.3 of Part 6 – Resulting Contract Clauses



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 [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders 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.

2. 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.



3. Section II: Financial Bid

- 3.1 Bidders must submit their financial bid in Canadian funds and 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, as applicable.
- 3.2 Bidders must submit their rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
- 3.3 The rates specified in the financial proposal, when quoted by the Bidder, must include provision of all of the services described in Annex A - Statement of Work, including the total estimated cost of all travel and living expenses that may need to be incurred for:
- 3.4 When preparing their financial bid, bidders should review clause 1.2, Financial Evaluation, of Part 4.
- 3.5 The Bidder's all-inclusive hourly rates in response to the RFP and resulting contract(s) will apply to where the Work is to be performed as specified in the RFP and the resulting contract(s).
- 3.6 Exchange Rate Fluctuation

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

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

4. 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

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory criteria

Bids not meeting (a) or (b) above will be declared non-responsive.

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 "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

4. Insurance Requirements

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

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

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 "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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 "[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 [Federal Contractors Program for Employment Equity - Certification](#), 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.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

By providing this information, 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 [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

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 Status and Availability of Resources

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

1.4 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

1.5 Rate Certification

The Bidder certifies that the rate proposed:

- a. is not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the service;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity, and
- c. does not include any provision for discounts to selling agents.

1.6 Licensing Certification

The Contractor must hold a current license in good standing with the provincial licensing body for dentists in the Province(s) where the work will be performed for the duration of the contract. The Contractor must provide a copy of the license(s) to the Contracting Authority when requested to do so.

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

The Contractor/Offeror personnel requiring access to **PROTECTED/CLASSIFIED** information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC) or Correctional Service Canada (CSC).

Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CSC.

The Contractor must comply with the provisions of the:

- a) Security Requirements Check List, described in Annex "C";
- b) Processing of Sensitive Information – IT Security Requirements, described in Annex "E" and familiar with the following documentation: [Treasury Board of Canada Secretariat – Operational Security Standard: Management of Information Technology \(MITS\)](#)
- c) Industrial Security Manual (Latest Edition).

2. Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions:

<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

SACC Manual Clauses General Conditions 2010B (2013-06-27) 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.



3.2 Supplemental General Condition

SACC Manual Clauses – Supplemental General Conditions 4007 (2010-08-16) Canada to own Intellectual Property rights in foreground Information, apply to and form part of the contract.

4. Term of Contract

4.1 Period of Contract(Contract “A”) Millhaven Institution

The period of the Contract is from July 1, 2014 to June 30, 2017 inclusive.

July 1, 2014 to June 30, 2015

July 1, 2015 to June 30, 2016

July 1, 2016 to June 30, 2017

4.2 Period of Contract(Contract “B”) Grand Valley Institution

The period of the Contract is from November 1, 2014 to October 31st 2016
with two option year pickups

Option Year 1 November 1, 2016 to October 31st 2017

Option Year 2 November 1 2017 to October 31st 2018

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Geoff Hinch

Title: Regional Procurement & Contracting Officer

Correctional Service Canada

Branch/Directorate: Ontario Regional Contracting & Materiel Management Services

Telephone: (613) 530-3167

Facsimile: (613) 536-4571

E-mail address: hinchga2@csc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is: (fill in at contract award)

Name:

Title:

Correctional Service Canada

Branch/Directorate: Regional Health Care

Telephone:

Facsimile:

E-mail address:

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:
 [Fill in at contract award only.]

Name: _____
 Title: _____
 Company: _____
 Address: _____

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

6. Payment

6.1 Basis of Payment

SACC Manual clause C0214C (2013-04-25) Basis of Payment - Firm Hourly Rates

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are excluded and applicable taxes are extra.

Travel and Living Expenses

SACC Manual Clause C4005C (2012-07-16) Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

All payments are subject to government audit.

Estimated Cost: \$ _____ .

Total Estimated Cost: _____, Applicable Taxes extra.

6.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are excluded and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these



design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 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.

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 are applicable and form part of the contract.

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 Method of Payment

SACC Manual clause H1008C (2008-05-12) - **Monthly Payments**

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

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

7. Invoicing Instructions

7.1 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.

7.2 Invoices must be distributed as follows:

The original invoice must be forwarded to the Project Authority as identified within the Contract.

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 Replacement of Specific Individuals

SACC Manual Clauses 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 the Province of 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.

- a) Articles of Agreement;
- b) General Conditions 2010B (2013-06-27) Professional Services (Medium Complexity)
- c) Supplemental General Conditions 4007 (2010-08-16) Canada to own Intellectual Property rights in foreground Information.
- d) Annex A, Statement of Work
- e) Annex B, Basis of Payment
- f) Annex C, Security Requirements Check List
- g) Annex E, Sensitive Data Access & Processing Standards
- h) Contractor's bid dated _____ (to be inserted at contract award)

11. Insurance

- 11.1 The Contractor must comply with the insurance requirements specified in Annex "F" Insurance Requirements. 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.
- 11.2 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.
- 11.3 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 Ownership Control



- 12.1 Where the Contractor will have access to any and all personal and confidential information belonging to Canada, Correctional Service Canada staff or offenders for the performance of the work, the following will apply:
- a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
 - b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
 - c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
 - d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

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 Applicable Laws

- 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. Privacy

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



ANNEX A – STATEMENT OF WORK

1. Introduction:

- 1.1** Correctional Service Canada requires the services of a physiotherapist to deliver services to federal male offenders at Millhaven Institution located in Bath, Ontario and to female offenders at Grand Valley Institution in Kitchener Ontario.

2. Background:

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

3. Objective:

- 3.1 To ensure that offenders have access to essential physiotherapy services in keeping with generally accepted community practices as outlined in the Standards of Health Care of Correctional Service Canada.

4. Statement of Work

4.1 Scope of Work

- 4.1.1 To provide physiotherapy services to offenders at the Millhaven/Grand Valley Institution as referred by the Institutional Physician.



- 3.1.2 Services to be approved based on a physicians referral and clinics to be scheduled on an as required basis from the Project Authority or delegate.
- 3.1.3 To function in compliance with relevant legislation and in accordance with Correctional Service Canada policies and guidelines.
- 3.1.4 To provide an average of one half-day session (approximately 3 hours each) per month up to a maximum of 12 sessions per year at Millhaven Inst and up to a maximum of 192 hours per year at Grand Valley Inst.
- 3.1.5 To use speciality equipment such as ultrasound, TNS, whirlpool, etc. where indicated. This equipment will be provided by the institution.
- 3.1.6 To provide appropriate documentation of all assessments/treatments/interventions completed.
- 3.1.7 To provide a fully qualified replacement in the event of absence. The replacement must successfully pass an Enhanced Reliability clearance prior to entering the institution.

3.2 Evaluation

The Departmental Representative/Project Authority, acting on behalf of the Minister, shall complete a Standard Evaluation Form during the contract period. A copy will be sent to the Contracting Authority.



ANNEX B – Proposed Basis of Payment

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract. The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described will be consistent with this data.

1.0 Contract Period Millhaven Institution (From July 1, 2014 to June 30, 2017)

July 1, 2014 to June 30, 2015

July 1, 2015 to June 30, 2016

July 1, 2016 to June 30, 2017

No option pickups

1.1 Contract Period Grand Valley Institution (From November 1, 2014 to Oct 31, 2016) + Two Option Pickups

November 1, 2014 to October 31, 2015

November 1, 2015 to October 31, 2016

November 1, 2016 to October 31, 2017 Option Pickup Year 1

November 1, 2017 to October 31, 2018 Option Pickup Year 2

1.1 Professional Fees

- (a) For the provision of services at **Millhaven Institution** as described in Annex A - Statement of Work, the Contractor shall be paid the all inclusive firm hourly rate(s) below in the performance of this Contract, HST extra.

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (sessions)	Total (in Cdn \$)
		A	B	C= A x 3x12
1.1	Physiotherapy session (3 hour session)	Year 1 July 1 2014- June 30 2015 \$ _____	12 sessions per year	\$ _____
	Physiotherapy session (3 hour session)	Year 2 July 1 2015- June 30 2016 \$ _____	12 sessions per year	\$ _____
	Physiotherapy Session(3 hour session)	Year 3 July 1 2016- June 30 2017	12 sessions per year	
	Totals:		36 Sessions	\$ _____



(b) For the provision of services at **Grand Valley Institution** as described in Annex A - Statement Work, the Contractor shall be paid the all inclusive firm hourly rate(s) below in the performance of this Contract, HST extra.

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (sessions)	Total (in Cdn \$)
		A	B	C= A x B
1.1	Physiotherapy session (4 hour session) per week	Year 1 Nov 1 2014-Oct 31 2015 \$ _____	192hours max per year	\$ _____
	Physiotherapy session (4hour session)	Year 2 Nov 1 2015-Oct 31 2016 \$ _____	192 hours per year	\$ _____
	Physiotherapy Session(4 hour session)	Option Year 1 Nov 1 2016-Oct 31 2017	192 hours per year	\$ _____
	Physiotherapy Session(4 hour Session)	Option Year 2 Nov 1 2017-Oct-31 2018	192 hours per year	\$ _____
	Totals:		4 year Total:	\$ _____

1.5 Cost Reimbursable Expenses

1.6 Canada will not accept any travel and living expenses for:

- (a) Work performed at the Institution indicated under Annex A, Statement of Work, 3. Objective;
- (b) Any travel between the Contractor’s place of business and the Institution; and
- (c) Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all inclusive hourly rates specified in this annex.

1.7 HST

1.7.1 All prices and amounts of money in the contract are exclusive of Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

1.7.2 The estimated HST of \$ _____ (to be completed at contract award) is not included in the total estimated cost shown on page 1 of this Contract. The estimated HST to the extent applicable will



Correctional Service Service correctionnel
Canada Canada

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 the HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of HST paid or due.



Annex C – Security Requirement Check List

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 21421-14-18-1988767
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine CSC MI Healthcare	2. Branch or Directorate / Direction générale ou Direction HEALTH SERVICES	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Physiotherapy as required for maximum security offenders at Millhaven Institution.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	Special comments: Commentaires spéciaux : _____		

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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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 / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET	
											A	B	C				
Information / Assets / Renseignements / Biens / Production																	
IT Media / Support IT / IT Lien / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Theresa deJong	Title - Titre Chief Healthcare Services	Signature 	
Telephone No. - N° de téléphone 613 351-8228	Facsimile No. - N° de télécopieur 613 351-8230	E-mail address - Adresse courriel dejongta@csc-scc.gc.ca	Date 2013/09/25
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Robert Wattie	Title - Titre CSC (NHQ) Contract Security Analyst	Signature 	
Telephone No. - N° de téléphone 613-536-6665	Facsimile No. - N° de télécopieur 613-536-4438	E-mail address - Adresse courriel Robert.Wattie@csc-scc.gc.ca	Date MAR - 3 2014
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Shane Collins	Title - Titre RCH - CSC, RHC / CMT	Signature 	
Telephone No. - N° de téléphone 613-536-6127	Facsimile No. - N° de télécopieur 613-536-4571	E-mail address - Adresse courriel collins@ex-scc.gc.ca	Date 13-12-03
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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Canada



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.

1.1 Mandatory Technical Criteria

2.0 Evaluation Criteria:

- 2.1 In addressing the mandatory technical criteria, the Bidder should supplement the information supplied in response to the mandatory technical 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.
- 2.2 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 and rated evaluation criteria.
- 2.3 Experience obtained after bid closing will not be considered.
- 2.4 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.
- 2.5 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.
- 2.6 In order to facilitate evaluation of proposals, it is recommended that bidders address, in their proposal, the mandatory technical criteria in the order in which they appear below, using the numbering outlined below.
- 2.7 It is imperative that the proposal address each of these criteria to demonstrate that the requirements are met.



1.1 MANDATORY TECHNICAL CRITERIA

The proposal must comply with the following mandatory criteria:

1.1.1 The bidder must include the completed and signed cover page of the RFP with their proposal.

1.1.2 The Firm

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The proposed source must be registered as a physiotherapist under the Drugless Practitioners Act, and a member in good standing with the College of Physiotherapists of Ontario. Proof of current registration must be provided with the proposal.		
M2	Proposals must demonstrate that the proposed physiotherapist(s) has a minimum of one year experience as a licensed physiotherapist.		
M3	Proposals must include a curriculum vitae for the proposed physiotherapist.		
M3	Proposals must include a minimum of two written references. References must be able to provide information on the physiotherapist’s work performance over the past year.		
M4	The Contractor must have or be able to 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. Proof must be presented with the proposal.		

The evaluation team reserves the right but is not obliged to perform any of the following:

- a) Seek clarification or verify any or all information provided by the bidder with respect to this RFP; and
- b) Contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.

It is understood by the parties submitting proposals that, to qualify:
 Bidders must:



Meet all the mandatory requirements of the RFP. The lowest costs presented (including option periods) among the qualified bids shall be awarded the contract.



APPENDIX E – Sensitive Data Access & Processing Standards

June 2013

In accordance with Contract Appendix “B” Supplementary Conditions B3, the Contractor may be permitted to remove PROTECTED information from Correctional Service of Canada (CSC) property on a TEMPORARY basis and to store, process or to create PROTECTED documents at a designated location subject to the following terms:

1. Each Contractor requiring access to CSC’s PROTECTED information must hold a valid RELIABILITY STATUS security clearance, granted or approved by either the Departmental Security Division (DSD) of CSC or the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor shall not provide access to CSC’s information to subcontractors, volunteers, offenders or other parties, unless individuals have been authorized by CSC, hold a valid RELIABILITY STATUS clearance and have a legitimate need-to-know for the information provided.
3. The Contractor shall ensure that all of its employees who are involved in this contract understand their security obligations related to the handling of CSC’s PROTECTED information.
4. The Contractor shall not grant offenders access to computers that are or were previously used to process CSC information or permit offenders to assist with the care or operation of the computer systems used to access CSC information.
5. If PROTECTED information is stored or processed on a computer belonging to the Contractor, that computer must be configured according to CSC approved standards.
6. If PROTECTED information is stored or processed on a removable media such as a USB key, the information must be encrypted according to CSC approved standards.
7. The contractor shall operate computers used to complete CSC’s contract only in an operation zone as defined in the TBS Physical Security Standard.
8. When not in use, the Contractor must secure all sensitive material stored in removeable computer media in an approved security container.
9. The Contractor shall ensure that the screen and printed output is not viewable by unauthorized people.
10. The Contractor transporting any PROTECTED information must use an RCMP approved locking dispatch case (i.e. –briefcase) and follow CSC standards while handling it.
11. In personal residences, the Contractor shall ensure that sensitive information and attractive assets are not visible from the outside through ground-level or basement windows.
12. All electronic documentation processed by the Contractor, which contains PROTECTED information shall be labelled according to CSC’s Guide to Information Security, as appropriate in the upper right hand corner on the face of each page of the document.
13. All notes, working papers, hard disks, removable media, backup media, etc completed or obtained while carrying out services as part of this contract and that contain PROTECTED information shall be returned to the CSC Project Authority for disposition or archiving, once this contract is complete or terminated.
14. Unless prescribed otherwise by law, the Contractor must remove all sensitive electronic information that belongs to CSC or was processed in the completion of the contract, from any storage medium belonging to the Contractor or any of its agents in accordance to CSC standards.
15. The Contractor shall ensure adequate supervision when the computer used to process CSC’s information is being serviced or maintained by unauthorized individuals on the contractor’s premises.
16. If the computer hard disk used to store CSC information is to be serviced by non CSC staff, the disk will be securely erased by the Regional Manager IT Security (RMITS) and returned to the Contractor prior to servicing.



17. If it has been determined that the computer hard disk used to process or store CSC's information is no longer serviceable, the Contractor shall surrender the hard disk to the Regional Manager IT Security (RMITS) for destruction.
18. The Contractor shall not share or release any PROTECTED information related to the completion of this contract with anyone without written authorization of CSC.
19. Connecting the computer used to process CSC's information using wireless networks or wireless broadband Internet technologies is prohibited.
20. The Contractor is liable for any damages incurred as a result of the compromise of entrusted CSC information.
21. The Contractor must report any loss or theft, of CSC's information to the project authority within *two hours* of detection.
22. The contractor may request a copy of all applicable CSC policies and standards from the project authority.



ANNEX F - Insurance Requirements

1. Commercial General Liability Insurance:

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Correctional Service of Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

2. Litigation Rights:

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



For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

3. Medical Malpractice Liability Insurance:

- 3.1 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.
- 3.2 Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
- 3.3 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3.4 Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.