# RETURN BIDS TO : RETOURNER LES SOUMISSIONS À :

Bid Receiving - Réception des soumissions:

Contracting and Materiel Services/Services de contrats et de gestion du matériel Ontario Region/ Region de l'Ontario Correctional Service of Canada / Service correctionnel du Canada P. O. Box 1174 / C.P. 1174 443 Union St. / 443 rue Union Kingston, ON K7L 4Y8

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

Medical Radiation Technolog	gist
Solicitation No. — Nº. de l'invitation	Date:
21460-14-20-1981833	May 30, 2014
Client Reference No. — N°. de F GETS Reference No. — N°. de F	
Solicitation Closes — L'invitation at /à: 14:00 hrs EDT	on prend fin
on/le: June 25, 2014	
F.O.B. — F.A.B.	
Plant – Usine: Destination	: Other-Autre:
Address Enquiries to — Soumet	ttre toutes questions à:
Shane Collins Regional Contract Administrat Correctional Service Canada, G P.O. Box 1174, 443 Union Stre Kingston ON, K7L 2R8 Email: Shane.Collins@csc-sc	Ontario Region eet
Telephone No. – $N^{\circ}$ de téléphone: 613-536-6127	Fax No. – Nº de télécopieur: 613-536-4571
Destination of Goods, Services and C Destination des biens, services et con	
Instructions: See Herein Instructions: Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livrasion proposée : Voir aux présentes
Name and title of person authorized Nom et titre du signataire autorisé d	_
Name / Nom	Title / Titre
Signature	Date
(Sign and return cover page with t Signer et retourner la page de cou	

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Title — Sujet:

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

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#### **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-quidelines/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 (2014-03-01) 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.

# 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.

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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.

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#### **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: 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 <a href="Policy-on-Green Procurement">Policy-on-Green Procurement</a> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, 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
- 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

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.

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# 3.1 Exchange Rate Fluctuation

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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### 4. Section III: Certifications

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

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#### 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 noncompliant.

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

#### 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.

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#### **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" list (<a href="http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml">http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml</a>) 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.

#### 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

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result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

# Former Public Servant in Receipt of a Pension

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 Status and Availability of Resources

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

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# 1.4 Education and Experience

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

# 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.

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

# 1. Security Requirement

- 1.1 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).
- 1.2 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.
- 1.3 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.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 1.5 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 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

**2010B (2014-03-01) 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 Integrity Provisions – Contract, will form part of the Contract.

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#### 4. Term of Contract

#### 4.1 Period of Contract

The period of the Contract is from August 1, 2014 to July 31, 2017 inclusive.

#### 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 two (2) additional years 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 15 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:

Name: Shane Collins

Title: Regional Contract Administrator

Correctional Service Canada

Branch/Directorate: Ontario Regional Contracting & Materiel Management Services

Telephone: (613) 536-6127 Facsimile: (613) 536-4571

E-mail address: Shane.Collins@csc-scc.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:

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.

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#### 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

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 Customs duties are excluded a	n hourly rates for work performed in accordance with the Contract. and applicable taxes are extra.
6.2 SACC Manual Clauses	

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

#### 6.3 Method of 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:

- 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.

# 6.4 Travel and Living Expenses

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

### 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.

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#### 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.

# 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 (2014-03-01) Professional Services (Medium Complexity)
- c) Annex A, Statement of Work
- d) Annex B, Basis of Payment
- e) Annex C, Security Requirements Check List
- f) Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

#### 11. Insurance

SACC Manual clause G1005C, (2008-05-12), Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

#### 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.

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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: <a href="www.csc-scc.gc.ca">www.csc-scc.gc.ca</a> 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.

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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.gc.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 by *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 <a href="mailto:boa.opo@boa.opo.qc.ca">boa.opo.@boa.opo.qc.ca</a>.

#### 19. Privacy

- 19.1 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.
- 19.2 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.

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#### ANNEX A - Statement of Work

The Correctional Service Canada has a requirement to provide Medical Radiation Technologist services to federally sentenced offenders at the Warkworth Institution located in Campbellford, Ontario. The work will involve the following:

### 1.1 Background

- 1.1.1 Correctional Service Canada has a requirement to provide Medical Radiation Technologist services to federally sentenced offenders at the Warkworth Institution located in Campbellford, Ontario. Warkworth Institution is a medium security correctional facility with an offender population of approximately 670 offenders.
- 1.1.2 Correctional Service Canada has the mandate to implement primary health care and essential health services at all stages of an offender's sentence consistent with the following:
  - (a) C.S.C. Corporate Objectives: http://www.csc-scc.gc.ca/text/ plcy/toc\_e.shtml
  - (b) C.S.C. Mission Statement: http://www.csc-scc.gc.ca/text/ organize\_e.shtml
  - (c) C.S.C. Standards for Health Services: http://www.csc-scc.gc.ca/text/prgrm/fsw/hlthstds/toc\_e.shtml
  - (d) Corrections and Conditional Release Act (CCRA) Sections 85-89: http://www.csc-scc.gc.ca/ text/legislat\_e.shtml

#### 1.2 Objectives:

Correctional Service Canada anticipates a requirement of 624 hours of clinical services per year. An average of up to one clinic three (3) times per week with each clinic a maximum of 4 (four) hours. Billing to change from per clinic billing to minimum 3 hour clinic and hourly thereafter if required. Invoices to clearly show start and end time of each clinic. The actual level of Service shall depend on the number of referrals.

# 1.3 Tasks:

Correctional Service Canada anticipates a requirement of up to 48 hours of "call-back" services per year.

There is no guarantee as to the level of service required. The number of referrals will depend on the Institution's requirement based on the offender population.

To provide radiographic services to offenders for Warkworth Institution, using on-site equipment located in the Health Service departments of the Institution.

To provide services in accordance with generally accepted professional standards while ensuring the safety and security of the institutional environment and it's personnel.

To function within the policies and guidelines of Correctional Service Canada.

To prepare clinic lists and appointment schedules based on requisitions received from Health Care department staff and/or the Institutional Chief of Health Service.

To provide X-ray services for the detection of foreign bodies. Service shall be provided for security purposes, in accordance with CCRA Section 51, when requested in writing by the Warden, consented to by the offender and with the concurrence of health services staff.

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To replace solutions and clean the X-ray processor on a regular basis, including replenishment, as required. Operating materials will be ordered and paid for by the Institution.

To maintain the institutional storage of X-rays in a manner to ensure easy retrieval by health services staff.

All X-ray examinations shall be in accordance with the College of Medical Radiation Technologists of Ontario standards, by a registered Medical Radiation Technologist.

To perform related duties such as identifying the need for supplies, equipment and repair of the X-ray equipment to the Departmental Representative/Project Authority.

To prepare required and statistical information.

#### 1.4 Deliverables:

Services will include but will not be limited to the following:

- (a) To assist the contract radiologist with certain medical procedures relating to provision of X-ray services.
- (b) To utilize the Health Services Centre radiology equipment to perform X-ray procedures as prescribed by the Institutional Physician.
- (c) To ensure proper patient safety techniques are followed in taking radiographs (e.g. exposure levels and time).
- (d) To cooperate with security officers to maintain good order and discipline in the radiological facility.
- (e) To establish quality controls to ensure reliable radiographs for diagnostic purposes without waste.
- (f) To assure accurate processing of exposed X-ray film through measurement, development, fixing chemicals, control and regulation of light and temperature and maintenance of processing equipment.
- (g) To maintain accuracy and confidentiality of offender medical records.
- (h) To ensure Correctional Service Canada standards of retention of radiographs are maintained.
- (i) To maintain and requisition inventories of expendable stocks via the Departmental Representative/Project Authority.
- (j) To ensure proper records of radiology, administrative workload and the subsequent billing system are submitted to the Departmental Representative/Project Authority on a monthly basis.
- (k) To coordinate the collection of utilization statistics generated from outpatient clinics, and complete the required reports, as requested by the Departmental Representative/Project Authority, at the end of each month.
- (I) To provide advice on Health Services requirements for radiology and laboratory supplies, equipment and on the preventative maintenance program.

Correctional Service Canada shall provide an orientation session regarding the correctional environment, to the contractor. This orientation is mandatory for anyone who has not worked in a federal institution.

Training that is specific to health services procedures within the institutional environment and is deemed mandatory by the Departmental Representative/Project Authority, shall be provided to the Contractor and reimbursed by Correctional Service Canada. All other discretionary training provided by Correctional Service Canada and deemed of interest to the Contractor shall not be reimbursed by Correctional Service Canada.

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The Contractor is responsible for immediately reporting to Correctional Service Canada security personnel any information about or observations on offender conduct that could jeopardize anyone's safety or the security of an institution.

#### 1.5Location of work:

a. The Contractor must perform the work at Warkworth Institution, P.O. Box 760, Campbellford, Ontario, K0L 1L0

#### b. Travel

i. Travel to the following locations will be required for performance of the work under this contract: Warkworth Institution, P.O. Box 760, Campbellford, Ontario, K0L 1L0

# 1.6 Language of Work:

The contractor must perform all work in English.

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

1.0 Contract Period From August 1, 2014 to July 31, 2015

From August 1, 2015 to July 31, 2016 From August 1, 2016 to July 31, 2017

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

For the provision of services 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 or GST extra.

RESOURCE CATEGORY	NUMBER OF HOURS	NUMBER OF RESOURCES	FIRM RATE PER HOUR	TOTAL
Radiological Technologist Services: Up to a maximum of 624 hours per year August 1, 2014 to July 31, 2015	624 Hours			
Radiological Technologist Services: Up to a maximum of 624 hours per year August 1, 2015 to July 31, 2016	624 Hours			
Medical Radiation Technologist Services: Up to a maximum of 624 hours per year. August 1, 2016 to July 31, 2017	624 Hours			

# 2.0 Option to Extend the Term of the Contract

Subject to the exercise of the option to extend the Contract period in accordance with Article 4. Term of Contract, 4.2 Options to Extend Contract, the Contractor shall be paid the firm all inclusive hourly rate(s), in accordance with the following table, GST or HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

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

Option period 1 From August 1, 2017 to July 31, 2018 Option period 1 From August 1, 2018 to July 31, 2019

RESOURCE CATEGORY	NUMBER OF HOURS	NUMBER OF RESOURCES	FIRM RATE PER HOUR	TOTAL
Radiological Technologist Services: Up to a maximum of 624 hours per year. From August 1, 2017 to July 31, 2018	624 Hours			
Radiological Technologist Services: Up to a maximum of 624 hours per year. From August 1, 2018 to July 31, 2019	624 Hours			

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#### 3.0 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.
- b. The estimated HST or GST of \$\_\_\_\_\_\_ (to be completed at contract award) is included in the total estimated cost shown on page 1 of this Contract. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or 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 GST or HST paid or due.

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# Annex C – Security Requirement Check List

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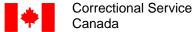
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#### Annex D "Evaluation Criteria"

#### 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

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

LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

- 1. All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 2. Experience must be demonstrated through a history of past projects, either completed or on-going.
- 3. References must be provided for each project/employment experience.
  - I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
  - II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
  - III. References must be presented in this format:
    - a. Name
    - b. Organization
    - c. Current Phone Number and Email address if available

#### 4. Response Format

In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.

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.

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# 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.

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	Proposals must demonstrate that the proposed Medical Radiation Technologist is registered with the College of Medical Radiation Technologists of Ontario. Proposals must include a current copy of the Medical Radiation Technologist's registration certificate.		
M2	Proposals must include a Curriculum Vitae for the proposed Medical Radiation Technologist.		
M3	Proposals must demonstrate that the proposed Medical Radiation Technologist possesses a minimum of two years, recent experience providing services in an active radiography operation.		
M4	Proposals must include confirmation that the bidder agrees to provide call-back services on an as-required basis.		
M5	Proposals must include a minimum of two letters of reference (which must include the reference names, address and telephone number). References must be able to provide information on the bidder's work performance over the past few years.		

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