



**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 : \_\_\_\_\_

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

\_\_\_\_\_

<b>Title — Sujet:</b> <b>Optometrist Services</b>	
<b>Solicitation No. — N° de l'invitation</b> <b>21465-14-18-1978826</b>	<b>Date:</b> <b>May 30, 2014</b>
<b>Client Reference No. — N° de Référence du Client</b>	
<b>GETS Reference No. — N° de Référence de SEAG</b>	
<b>Solicitation Closes — L'invitation prend fin</b> <b>at / à : 14 :00 hrs EDT</b> <b>on / le : June 25, 2014</b>	
<b>F.O.B. — F.A.B.</b> Plant – Usine:                      Destination:                      Other-Autre:	
<b>Address Enquiries to — Soumettre toutes questions à:</b> <b>Shane Collins, Regional Contract Administrator</b> <b>Email: <a href="mailto:Shane.Collins@csc-ccc.gc.ca">Shane.Collins@csc-ccc.gc.ca</a></b>	
<b>Telephone No. — N° de téléphone:</b> <b>613-536-6127</b>	<b>Fax No. – N° de télécopieur:</b> <b>613-536-4571</b>
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b>  <b>Grand Valley Institution for Women</b>	
<b>Instructions: See Herein</b> <b>Instructions : Voir aux présentes</b>	
<b>Delivery Required — Livraison exigée :</b> See herein	<b>Delivery Offered – Livraison proposée :</b> Voir aux présentes
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>	
_____	
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](mailto: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](http://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 (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:**

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.

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



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

### **1. Bid Preparation Instructions**

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

Section I:        Technical Bid: **three (3) hard copies**  
Section II:       Financial Bid: **one (1) hard copy**  
Section III:      Certifications: **one (1) hard copy**

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [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**

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.

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



### **3.1 Exchange Rate Fluctuation**

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

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**

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**

- (a) A bid must comply with requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.
- (b) The responsive bid with the lowest evaluated price will be recommended for award of 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)" (<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 Requirement

- 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 clause 11 of Part 6, Resulting Contract Clauses.
- 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_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/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.

##### 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

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

### **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;

### **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 must, at all times during the performance of the Contract, hold a valid **Designated Organization Screening** (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor 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.

The Contractor **MUST NOT** remove any **PROTECTED** information or assets from the identified work sites, and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

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

The Contractor 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

**SACC Manual Clauses General Conditions 2010B (2014-03-01) Professional Services (Medium Complexity)**, apply to and form part of the contract.

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

### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from August 1, 2014 to July 31, 2015 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 one (1) year period(s) under the same conditions. The Contractor agrees that, during the



extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

**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  
Telephone: (613) 536-6127  
Facsimile: (613) 536-4571  
E-mail address: [Shane.Collins@csc-scc.gc.ca](mailto:Shane.Collins@csc-scc.gc.ca)

**5.2 Project Authority**

The Project Authority for the Contract is:

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.

**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**

**SAAC Manual clause C0214C (2013-04-25) - Firm Hourly Rate**

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.



## 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

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.

## 6.5 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 and one(1) copy must be forwarded to the following address for certification and payment.

Chief Health Services  
Grand Valley Institution for Women  
1575 Homer Watson Boulevard  
Kitchener, Ontario  
N2P 2C5

## **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**

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

### **9.2 Federal Contractors Program for Employment Equity – Default by the Contractor**

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

## **10. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2010B (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) the 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 "E" 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, CSC staff or inmates for the performance of the work, the following will apply:
- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (ie. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
  - (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
  - (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
  - (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

## **13. Closure of Government Facilities**

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

## **14. Tuberculosis Testing**

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





## 15. Compliance with CSC Policies

- 15.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 15.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 15.3 Details on existing CSC policies can be found at: [www.csc-scc.gc.ca](http://www.csc-scc.gc.ca) or any other CSC web page designated for such purpose.

## 16. Health and Labour Conditions

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

## 17. Dispute Resolution Services

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

## 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.

## **20. Government Site Regulations**

20.1 The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.



## **ANNEX A – Statement of Work**

The Correctional Service Canada has a requirement to provide Optometrist Services at Grand Valley Institution for Women (GVI). The work will involve the following:

### **1. Background**

CSC must provide Health Services in accordance with community standards to incarcerated female offenders at GVI.

### **2. Objectives:**

To provide up to a maximum of 72 hours per year based on an average of 6 hours per month. The actual level of service shall depend on the number of referrals.

### **3. Tasks:**

- 3.1 referrals from the Institutional Physician. Patients will be referred every 2 years or once per year for diabetics.
- 3.2 Services shall be provided at Grand Valley Institution between 08:00 and 16:00 hours, Monday to Friday.
- 3.3 “Appointments” shall be scheduled upon mutual agreement between the Contractor and the Institutional Chief Health Services.
- 3.4 Any additional sessions are to be determined in consultation with and the approval of the Institutional Chief Health Services.
- 3.5 To attend to the optical oriented complaints of offenders presented by the Health Services personnel in accordance with generally accepted community standards.
- 3.6 To examine the external eye and adjacent structures, it’s refraction and the internal eye.
- 3.7 To calculate and record the refractory correction when such is deemed necessary.
- 3.8 To determine the need for special lenses, i.e. tinted lenses.
- 3.9 To relate, by notation on the provided optical forms, any other abnormalities or potential problems found during the examination which may require further diagnosis or treatment by other medical disciplines.
- 3.10 To adhere to Correctional Service Canada Medical and Health Services Standards and Principles.
- 3.11 To immediately report to Correctional Service Canada security personnel any information about or observations of offender conduct that could jeopardize anyone’s safety or the security of an institution.
- 3.12 Replacement of Personnel

If the Contractor finds it is necessary to replace the registered optometrist anytime during the contract period, the Contractor must give five working days notice to the Departmental Representative/Project Authority. The replacement must be of similar ability and attainment, must have Correctional Service Canada security clearance and must be acceptable to the Departmental Representative/Project Authority. Any replacement will be at the Contractor’s sole expense.



- 3.13 Attend the optically oriented complaints of inmates presented by the Health Services personnel as would occur in a private practice while attending civilian patients.
- 3.14 Examine the external eye and adjacent structures, its refraction and the internal eye.
- 3.15 Calculate record and prescribe the refractory correction when such is deemed necessary.
- 3.16 Decide if tinted lenses are medically required.
- 3.17 Relate, by notation on the provided optometry forms, any other abnormality found during the examination which may require further diagnosis or treatment by other medical disciplines as would be directed by the Institutional Physician.
- 3.18 Measure the Pupillary distance for each patient.
- 3.19 laser eye surgery, contact lenses and solution are not provided as per Correctional Service Canada essential services guidelines.
- 3.20 Provide staff training in his/her area of expertise to the nursing staff.
- 3.21 Assist in the purchase of new optometry equipment as well as installation and calibration of this equipment. Correctional Service Canada will provide the necessary equipment required to perform the above listed services.
- 3.22 The optometrist shall examine inmates referred by Health Care staff and contract doctors to perform eye examinations to diagnose visual acuity and disorders of the eye. He/she shall provide optometric prescriptions for those inmates requiring them and shall provide other optometry treatment services as required. The optometrist shall check fit of corrective lenses. He/she shall make referrals as necessary to specialists or the CNIB. The optometrist shall document refraction examinations and recommendations for inclusion in the inmate patients' health records.
- 3.23 The institution shall provide a room and necessary equipment in which to conduct eye examinations, etc.
- 3.24 The Contractor shall provide equipment as necessary for eye examinations (such as a portable phoropter), for fitting eyeglasses and for on the spot repairs. (Repairs, non prescribed tints and other extras may be provided if the inmate makes arrangements for payment from their institutional account.)
- 3.25 The Institution shall provide the offenders with a sample case of glasses to choose from. Purchasing from other resources is not permitted. This contract does not include the sale or delivery of eyeglasses
- 3.26 The contractor will provide an experienced individual, such as an optician, at least one-half (½) day per month to:
  - 3.26.1 Help the optometrist to conduct the clinics and expedite patient referrals;
  - 3.26.2 Perform minor on site repairs to inmate eyeglasses. This shall include hinge repair and replacement of fronts, temples and nose-pads (regardless of manufacturer);
  - 3.26.3 Take measurements required to process ophthalmic lenses and;



- 3.26.4 Measure for correct size and fit of frames to ensure a comfortable fit (for checking by the optometrist as necessary). Fitting shall include adjustments or modifications as required to ensure a correct and comfortable fit at no additional cost.
- 3.27 The optometrist shall review and self audit optometry service delivery on an ongoing basis and shall recommend improvements and advise on inmate patient concerns as necessary.
- 3.28 The Contractor shall advise the Chief, Health Services immediately of any concerns expressed by offenders or of any problems encountered that should be referred to Case Management for their use in case supervision and treatment.

**4. Location of work:**

- a. The Contractor must perform the work at Grand Valley Institution for Women, 1575 Homer Watson Blvd., Kitchener, Ontario, N2P 2C5
- b. Travel

No travel is anticipated for performance of the work under this contract.

**5. Language of Work:**

The contractor must perform all work in English.



## ANNEX B – Proposed Basis of Payment

### 1.0 Contract Period

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

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive firm rate per examination in the performance of this Contract, HST or GST extra.

Resource Category	Number of Hours	Number of Resources	Firm Rate Per Hour	Total
Optometrist Services	Up to 72 per year	1		\$
<b>TOTAL:</b>				\$

### 2.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article <To Be Inserted at Contract Award> of the original contract, Options to Extend Contract, the Contractor will be paid the firm all inclusive Per Diem 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 as-requested basis.

Resource Category	Number of Hours	Number of Resources	Firm Rate Per Hour	Total
Optometrist Services	Up to 72 per year 15/16 Option Year	1		\$
Optometrist Services	Up to 72 per year 16/17 Option Year	1		\$
<b>TOTAL:</b>				\$

### 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 Inserted 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.



Annex C – Security Requirements Checklist

Government of Canada / Gouvernement du Canada

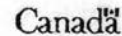
Contract Number / Numéro du contrat: 2465-14-18-197826
Security Classification / Classification de sécurité

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

Form sections: 1. Originating Government Department of Organization / Ministère ou organisme gouvernemental d'origine: CSC; 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: Optometry Services; 5. a) Will the supplier require access to Controlled Goods?; 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?; 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?; 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas?; 6. c) Is this a commercial courier or delivery requirement with no overnight storage?; 7. a) Indicate the type of information that the supplier will be required to access; 7. b) Release restrictions / Restrictions relatives à la diffusion; 7. c) Level of information / Niveau d'information

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada / Gouvernement du Canada

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Security Classification / Classification de sécurité

**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 SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / 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).



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat: **24465-14-1B-1978826**  
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Carrie Byfield		Title - Titre Chief Health Services	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone 519-895-8146	Facsimile No. - N° de télécopieur 519-895-8242	E-mail address - Adresse courriel carrie.byfield@csc-scc.gc.ca	Date May 9, 2013
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Robert Wattle CSC (NHQ) Contract Security Analyst (T) 613-944-6665 / (F) 613-947-4438 Robert.Wattle@csc-scc.gc.ca		Title - Titre CSC Analyst	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date JAN 21 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?			No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Non <input checked="" type="checkbox"/> Oui <input type="checkbox"/>
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) SHARIE COLLINS		Title - Titre CSC, RHA (OAT)	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone 613-536-6127	Facsimile No. - N° de télécopieur 613-536-4571	E-mail address - Adresse courriel collins3d@csc-scc.gc.ca	Date 14/01/07
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature <i>[Signature]</i>
Telephone	Issue courriel	Date 2014-02-17	

Nancy Cryan  
Agente à la Sécurité des contrats  
Contract Security Officer  
nancy.cryan@tpsgc-pwgsc.gc.ca  
Telephone: 613-957-1018

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

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 evaluation criteria, the Bidder should supplement the information supplied in response to the mandatory evaluation 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 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 evaluation 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	Provide proof of being in good standing with the College of Optometrists of Ontario		
M2	Must be licensed under Part V of The Health Disciplines Act.		
M3	Proposed Optometrist must have at least one (1) year of Optometrist experience.		



## ANNEX E - 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.