

Correctional Service

Canada

# RETURN BIDS TO : RETOURNER LES SOUMISSIONS À :

Bid Receiving - Réception des soumissions:

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

# **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

#### Proposal to: Correctional Service Canada

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

#### Proposition à: Service Correctionnel du Canada

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

**Comments — Commentaires :** 

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

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

Telephone # — N° de Téléphone :

Fax # — No de télécopieur :

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

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

Service correctionnel

Canada

Title — Sujet:

Dental Services for Offenders at Warkworth, Millhaven, and Bath Institutions, Joyceville Complex Solicitation No. — Nº. de l'invitation Date:

21401-14-18-2068971

Client Reference No. — Nº. de Référence du Client

GETS Reference No. — Nº. de Référence de SEAG

Solicitation Closes — L'invitation prend fin

at /à : 14 :00 hrs EST

on / le October 27, 2014

#### Address Enquiries to — Soumettre toutes questions à:

Shane Collins, Regional Contract Administrator Correctional Service Canada, Ontario Region P.O. Box 1174, 443 Union Street, Kingston ON K7L 2R8 Email: Shane.Collins@csc-scc.gc.ca

Telephone No. – Nº de téléphone: 613-536-6127	Fax No. – Nº de télécopieur: 613-536-4571
Destination of Goods, Services and	Construction:
Destination des biens, services et co	nstruction:
Site 1 - Warkworth Institutior	
Site 2 - Millhaven Institution	•
Site 3 - Bath Institution	
Site 4 - Joyceville Complex	
Suppliers may bid on one or all	ll contracts
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	l to sign on behalf of Vendor/Firm

Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur

Name / Nom

Title / Titre

Signature

Date

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



Canada

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Correctional Service Canada

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# PART 1 - GENERAL INFORMATION

### 1. Security Requirement

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

### 2. Statement of Work

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

# 3. Revision of Departmental Name

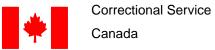
As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, shall be interpreted as a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

# 4. Debriefings

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

# 5. Procurement Ombudsman

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



# **PART 2 - BIDDER INSTRUCTIONS**

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

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

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual

Manual issued by Public Works and Government Services Canada.

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

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

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

#### 2. Submission of Bids

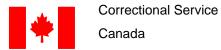
Bids must be submitted only to Correctional Service Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

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

#### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) business days before the bid closing date. Enquiries received after that time may not be answered.

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



### 4. Applicable Laws

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

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

# 5. Information Reporting by Contractor

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

Also see Clause 6.3 of Part 6 – Resulting Contract Clauses



# **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 1. Bid Preparation Instructions

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

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

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

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

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

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

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

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

#### 2. Section I: Technical Bid

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

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



# 3. Section II: Financial Bid

- 3.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Annex B Proposed Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.
- 3.2 Bidders must submit their rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
- 3.3 The rates specified in the financial proposal, when quoted by the Bidder, <u>must include</u> provision of all of the services described in Annex A Statement of Work, including the total estimated cost of all travel and living expenses that may need to be incurred for:
  - a. work described in Annex A, Statement of Work, of the bid solicitation required to be performed at the Institution indicated under 3. Objective.
  - b. travel between the successful bidder's place of business and the Institution; and
  - c. the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.
- 3.4 The rates specified in the financial proposal, when quoted by the bidder, <u>must not include</u> the cost of the supplies and equipment required to provide dental services to CSC inmates (see Annex A, statement of work, article 15. Support to Contractor).
- 3.5 When preparing their financial bid, bidders should review clause 1.2, Financial Evaluation, of Part 4.
- 3.6 The Bidder's all-inclusive hourly rates in response to the RFP and resulting contract(s) will apply to where the Work is to be performed as specified in the RFP and the resulting contract(s).
- 3.7 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**

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

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

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

#### 2. Basis of Selection

- 2.1 To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all mandatory criteria

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

#### 3. Security Requirement

- 3.1 Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 3.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.



3.3 For additional information on security requirements, bidders should consult the "<u>Security</u> <u>Requirements for PWGSC Bid Solicitations - Instructions for Bidders</u>" (http://www.tpsgcpwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31) document on the Departmental Standard Procurement Documents Website.

### 4. Insurance Requirements

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

**Correctional Service** 

Canada

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 (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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

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

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

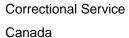
#### 1.2 Former Public Servant Certification

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 <u>Financial Administration</u> <u>Act</u>, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:





- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>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</u> <u>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</u> <u>Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, R.S., 1985, c.C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** () If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

#### Work Force Reduction Program

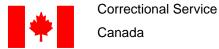
Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

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

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



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

# 1.3 Status and Availability of Resources

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

# 1.4 Education and Experience

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

#### 1.5 Rate Certification

The Bidder certifies that the rate proposed:

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

#### **1.6 Licensing Certification**

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

#### **Certification:**

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

# PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

The Contractor/Offeror 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/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.

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.

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

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

SACC Manual Clauses General Conditions 2010B (2013-06-27) Professional Services (Medium Complexity), apply to and form part of the contract.

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

# 3.2 Supplemental General Condition

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



# 4. Term of Contract

# 4.1 Period of Contract (Site 1) Warkworth Institution

The period of the Contract is from December 1, 2014 to November 30, 2015 inclusive.

### 4.1.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

# 4.2 Period of Contract (Site 2) Millhaven Institution

The period of the Contract is from December 1, 2014 to November 30, 2015 inclusive.

# 4.2.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

# 4.3 Period of Contract (Site 3) Bath Institution

The period of the Contract is from December 1, 2014 to November 30, 2015 inclusive.

#### 4.3.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

#### 4.4 Period of Contract (Site 4) Joyceville Complex

The period of the Contract is from December 1, 2014 to November 30, 2015 inclusive.

#### 4.4.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



# 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: <u>Shane.Collins@csc-scc.gc.ca</u>

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

# 5.2 Project Authority

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

Name:
Title:
Correctional Service Canada
Branch/Directorate: Regional Health Care
Telephone:
Facsimile:
E-mail address:

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

#### 5.3 Contractor's Representative

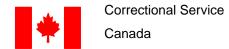
The Authorized Contractor's Representative is: [Fill in at contract award only.]

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

#### 6. Payment

#### 6.1 Basis of Payment

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



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

### Travel and Living Expenses

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

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

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

All payments are subject to government audit.

Estimated Cost: \$ \_\_\_\_\_ .

# Total Estimated Cost: \_\_\_\_\_, Applicable Taxes extra.

#### 6.2 Limitation of Expenditure

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

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide

any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### 6.3 SACC Manual Clauses are applicable and form part of the contract.

SACC Manual clause A9117C (2007-11-30) - T1204 - Direct Request by Customer Department

SACC Manual clause C0710C (2007-11-30) - Time and Contract Price Verification



SACC Manual clause C0705C (2010-01-11) - Discretionary Audit

# 6.4 Method of Payment

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

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

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

# 7. Invoicing Instructions

- 7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 7.2 Invoices must be distributed as follows:

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

# 8. Certifications

#### 8.1 Certification of Compliance

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

#### 8.2 Replacement of Specific Individuals

SACC Manual Clauses A7017C (2008-05-12) - Replacement of Specific Individuals

# 9. Applicable Laws

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

# **10.** Priority of Documents

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

- a) Articles of Agreement;
- b) General Conditions 2010B (2013-06-27) Professional Services (Medium Complexity)
- c) Supplemental General Conditions 4007 (2010-08-16) Canada to own Intellectual Property rights in foreground Information.



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

# 13 Closure of Government Facilities

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

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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: <u>www.csc-scc.gc.ca</u> or any other CSC web page designated for such purpose.

#### 16 Health and Labour Conditions

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

#### 17. Privacy

17.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

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17.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

# ANNEX A – STATEMENT OF WORK

# 1. Introduction:

1.1 The Correctional Service Canada (CSC), Health Services requires Dental services for Warkworth Institution (Site 1), Millhaven Institution (Site 2) Bath Institution (Site 3) and Joyceville Complex (Site 4) in the Ontario Region. The Contractor will provide Dental services to inmates and collaborate with the institution's multi-disciplinary health services team that includes but is not limited to, Nurses, Institutional Physicians, Psychologists, Dieticians and other allied health professionals.

# 2. Background:

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

# 3. Objective:

3.1Provide and coordinate essential dental services to inmates at Warkworth, Millhaven, Bath and Joyceville Complex Institutions.

# 4. Performance Standards:

4.1The Contractor must provide dental services that respect gender, cultural, religious and linguistic differences, and are responsive to the special needs of women and Aboriginal people.



4.2 Dental Care:

The Contractor must provide primary dental care, including x-rays and health promotion, to inmates that complies with relevant federal legislation, provincial standards and CSC policies and guidelines.

4.3 Compliance with provincial/national dental guidelines.

The Contractor is expected to consult with the Chief Health Services to ensure that dental practices are consistent with the relevant and most current legislation and practice standards.

4.4 The following is a list of key relevant legislation and CSC Policy/Guidelines but should not be considered an exhaustive list. CSC's policies and guidelines can be found on the CSC internet website at <u>www.CSC-SCC.GC.ca</u> or available in hard copy.

- Corrections and Conditional Release Act Section 85 Health Care
- Commissioner's Directive 800, Health Services
- Guidelines 800-1 Hunger Strike: Managing an Inmate's Health
- Commissioner's Directive 803, Consent to Health Service Assessment, Treatment and Release of Information
- Commissioner's Directive 805, Management of Medication
- Commissioner's Directive 821, Management of Infectious Diseases
- Protocol 821-1, Post Exposure Protocol (PEP) and Managing Significant Exposure to Blood and/or Body Fluids
- Commissioner's Directive 835, Health Care Records
- Commissioner's Directive 840, Psychological Services
- Commissioner's Directive 843, Management of Inmate Self-Injurious and Suicidal Behaviour
- Commissioner's Directive 850, Mental Health Services
- National Essential Health Services Framework
- Emergency Medical Directives
- CSC's Sterilization Quality Assurance Program in Health Facilities
- National Formulary
- Clozapine Protocol
- Medication Reconciliation Guidelines
- Neurontin (Gabapentin) Protocol
- Procedures to Obtain Nutritional Supplements
- Managing Medication Events Guidelines
- Documentation for Health Services Professionals
- Abbreviations for Health Services
- Guidelines for Sharing Personal Health Information
- Tuberculosis Prevention and Control Guidelines for Federal Correctional Institutions
- Canadian Tuberculosis Standards (6<sup>th</sup> Edition)
- Management of Viral Hepatitis Guidelines
- CSC Sexually Transmitted Infections Clinical Practice Guidelines
- Health Canada Canadian Guidelines on Sexually Transmitted Infections
- Discharge Planning Guidelines: A Client Centred Approach



- Clinical Discharge Planning and Community Integration Service Guidelines
- Institutional Mental Health Services (Primary Care) Guidelines
- Accreditation Standards and Required Organization Practices

4.5 Documentation on CSC Dental Records:

- a) The Contractor must document all dental care in the inmate's Dental Record Folder in compliance with relevant legislation, professional standards of practice and CSC's Documentation for Health Services Professionals guidelines.
- b) As an accountability and quality assurance measure, the Chief, Health Services will periodically review the Contractor's documentation for quality, consistency and completeness.
- c) All of the inmates' Dental records must remain at the institution.

# 5. Tasks:

- 5.1 The Contractor must provide essential Dental services to inmates, as requested by the Chief Health Services, in accordance with the National Essential Health Services Framework, including any amendment to this Framework issued by CSC during the contract period and any optional period if and when exercised by CSC.
- 5.2 The Contractor must prepare dental clinic lists and appointment schedules triaged based on requisitions received and dental emergencies as they arise.
- 5.3 The Contractor, in his/her role as dentist, must manage all aspects of dental care services including coordination of care provided by dental specialists to inmates to ensure continuity and integration of care. This includes, but is not limited to, approval of all recommendations made by dental care providers outside of CSC.
- 5.4 The Contractor must document dental assessment, treatment, and consultations in the inmate's Dental Record Folder.
- 5.5 The Contractor must consult with the Chief Health Services regarding requirements for dental supplies and equipment. Any requests for equipment and supplies must be submitted to, and approved by, the Chief Health Services.
- 5.6 The Contractor must provide the following:
  - a) A Dental Assistant; and,
  - b) Backup personnel to ensure that there will not be any interruption in service and that Canada's operational requirements are met when the Contractor is unable to provide services (including but not limited to, due to vacation or illness).
- 5.7 The Contractor must supervise the activities of the Dental Assistants the Contractor is providing under this contract.
- 5.8 The tasks the Dental Assistants must perform include, but are not limited to the following:
  - a) Preparing the treatment/clinical area;
  - b) Cleaning and sterilization of instruments and hand pieces;



- c) Passing instruments to the dentist or hygienist (Single and Two handed technique);
- d) Making proper use of High Volume Evacuator within the Oral Cavity;
- e) Preparing restorative materials;

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- f) Performing simple laboratory procedures such as the pouring and trimming of study models;
- g) Maintaining supplies and equipment (stocks and replenishes supplies provided by CSC);
- h) Monitoring Inventory of dental supplies and equipment;
- i) Assessing emergency situations, being aware of, and able to implement, emergency protocols, being able to provide First Aid and CPR;
- j) Assisting in maintaining emergency drug kits;
- k) Interpreting Material Safety Data Sheets;
- I) Conducting spore/biological indicator tests;
- m) Recording data on patient's record or chart as directed by the Dentist;
- n) Providing inmate education on oral health (extra-oral);
- o) Providing instruction on care and maintenance of pre-fitted appliances; and
- p) Obtaining Vital Signs.
- 5.9 The Contractor must ensure that dental instrument sterilization is done only by dental staff that is trained according to Provincial sterilization standards.
- 5.10 Recommendations for Non-formulary medication and Special Authorization Items:
  - a) The Contractor must ensure that:
    - i) Requests for non-formulary medications are made in accordance with CSC's National Formulary.
    - ii) Requests for Special Authorization items that are being recommended by the Contractor are made in accordance with CSC's Essential Health Services Framework.

#### 6. Grievance and Investigation Processes:

6.1 The Contractor must participate in various CSC internal inmate grievance/investigation processes which may include a review of the Contractor's documentation on the Health Care Records. Upon request from the Chief, Health Services, the Contractor may have to undergo interviews as a result of an inmate grievance/investigation process.

#### 7. Services related to the provision of Health Services in CSC:

7.1 The Contractor must have knowledge of and provide input into CSC's Accreditation Standards, Required Organizational Practices and other CSC quality improvement/assurance initiatives.

#### 8. Notification Requirements:

- 8.1 The Contractor must notify the Chief, Health Services of any issues that may call into question the Contractor's competency and any restrictions imposed by the licensing body affecting the Contractor's ability to provide dental services to inmates.
- 8.2 The Contractor must notify the Chief, Health Services immediately of any significant complaints lodged against the Contractor.

#### 9. Security:

9.1 All equipment including communication devices the Contractor wishes to bring into the Institution must be approved by the Chief Health Services and CSC Security in advance.



9.2 As a visitor to a CSC correctional institution, the Contractor will be subject to local security requirements that can vary from moment to moment depending on inmate activities. The Contractor may be faced with delay or refusal of entry to certain areas at certain times although prior arrangements for access may have been made.

### 10. Language of Work:

10.1 The work under this contract will be performed in English.

# 11. Hours of work:

11.1 Site 1 : The Contractor must provide inmate care during clinics held at Warkworth Institution, up to a maximum of 364 hours per year, based on 7 hours per week .

Site 2 : The Contractor must provide inmate care during clinics held at Millhaven Institution, up to a maximum of 364 hours per year, based on 7 hours per week.

Site 3 : The Contractor must provide inmate care during clinics held at Bath Institution, up to a maximum of 364 hours per year, based on 7 hours per week .

Site 4 : The Contractor must provide inmate care during clinics held at Joyceville Complex, up to a maximum of 637 hours per year, based on 12.25 hours per week .

- 11.2 In the event of an unexpected delay or cancellation of the clinic the Contractor will be paid an one hour charge calculated from the time the clinic was scheduled to begin.
- 11.3 In case of delays, the Chief Health Services reserves the right to cancel the remainder of the clinic at no additional cost to CSC.
- 11.4 The Chief, Health Services may, at his/her discretion, change the clinic schedule and number of hours per week during the course of the contract, including any options if and when exercised by CSC.
- 11.5 The Chief Health Services will notify the Contractor of any changes to clinic schedules a minimum of one week prior to implementation of the change.

#### 12. Meetings:

- 12.1 At the discretion of the Chief Health Services, there will be an initial meeting at the beginning of the contract to finalize the scope of services to be provided under the contract.
- 12.2 At the request of the Chief, Health Services, the Contractor must attend meetings at Ontario Regional Headquarters.
- 12.3 The Contractor must attend Institutional Health Services team meetings when requested by the Chief, Health Services. The Contractor may be requested to attend meetings once per quarter. The Contractor may bill time spent attending meetings at 75% of the firm hourly rate.

#### **13. Reporting Requirements:**

13.1 As part of an effective ongoing oversight mechanism to ensure accountability, consistency, cost effectiveness and best practices specific to the needs of CSC's population, the Contractor must



provide procedure information to the Chief Health Services once a month. The Contractor must use the template included as **attachment 1**, Dental Services Reporting Tool to this Annex.

13.2 At the request of the Chief, Health Services, the Contractor must produce or contribute to regional reporting.

# 14. Constraints:

- 14.1 Working within a correctional institutional environment:
  - a) In a Correctional Environment there is the possibility of diversion of high abuse potential medications and for security reasons there are restrictions with respect to prescribing that may not exist in the community. Issues surrounding potential diversion, high abuse potential of narcotics and other security issues may occur in CSC Institutions.
  - b) While the expectation is that dental practices are generally consistent with community practice, because the care provided as part of this contract is within a prison setting, there are some limitations with respect to practice. CSC policy and guidelines are developed in order to provide direction to health care professions regarding these limitations.

# **15. Support to the Contractor:**

15.1 CSC will provide the supplies and equipment required for dental services to inmates.

# Attachment 1: Dental Services Reporting Tool (next page)

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Priority	Rating						
	A dental emergency	involves ble	eding, pain	, infection c	or trauma.	Treatment	required is
Emergency	specific to the identi						
	and distres	s (Adult On	tario Works	Dental Ber	nefits, Janu	ary 1, 2012	<u>?)</u>
Pressing	The condition is like	ly to deterio	orate to the	extent that	it affects t	he inmate's	ability to
Fressing		-		ties of daily			-
Denting	Treatment of mild	d symptom	atic or asvm	notomatic d	ental cond	itions & pre	ventive
Routine			-	ment.			
No Show							
Dental Pro							
A1. Hemorrh	0						
	zation of a tooth loose	-	ima and/or	peridontal d	isease		
	ration of local anaest	nesia					
C1. Dental so							
	procedure teaching						
	application/desensitiz	ation					
C4. Root plan		e de la competencia					
	ment of acute periodor				~ ~ ~ ~ ~ ~ ~ ~ ~	E via ana	
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	kamination once every					~	
	Emergency oral exam			and treatme	ent plannin	g	
	s, occlusal, and peria th series of radiograpl		lapris				
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	n restorations		essings/pu	ip capping p	nocedures		
_	te restorations						
	pins and/or prefabric	ated posts	in coniuncti	on with rest	orative ser	vices	
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	of the pulp chamber a						
	artial dentures						
H2. Full acry							
	additions to partial or	full denture	S				
	full or partial dentures						
H5. Pre-deliv	ery procedures (impre	ssions, try	ins/fittings)				
H6. Adjustme	ent to dentures						
H7. Receme	ntatioin of existing cro	wns/bridge	S				
	plex (simple) extraction						
	(surgical) extraction o	-					
	(surgical) extraction o		symptomat	ic teeth and	/or roots		
	sty/ gingivoplasty as	required					
I5. Oral patho							
I6. Incision a							
I7. Repair of							
	t of osteomyelitis					 	
J1. An excep	ption to the standard s	ervices ma	y be reques	ted where t	ne dentist	believes it i	s warranted

Region ONT						Dental Da	a Collectiv	Dental Data Collection March 1 to May 31, 2014	the Anno							To be completed by the dentist
Institution Name	Total Clinic Number of Inmates	Number of Inmates		InmateS	InmateScheduled to be Seen	e Seen				Dent	al Proced	Dental Procedures /	Time required for	If Cile	Referral(s) made to	Notes
	(hr)	Scheduled to be seen	Surname	Given Name	DoB (AAAA-MM-JJ)	FPS	Gender A	Aboriginal R	Priority Rating	Diagn	ostics Co		patient (hr)	not seen. Reason	community specialist(s)	
2013 OB 14 Both Inct	-		200	Inhn	1976-08-14 000000 Male	Annon		Yes	memency	A1 A2	C1 B1		-	Inmate no show for scheduled appt.	No	3 filings
2013-00-14 Bath Inst. 2013-08-14 Bath Inst	t	4		-loe	1953-01-05	000000 V	fale N	30	mergency				2.5		2	
2013-00-14 Date max. 2013-08-14 Collins Bav Inst	4	2	Doe	Johnny	1990-12-25 000000C Male	200000C	Aale N	No	Routine	J2				4	No	
2013-08-14 Collins Bay Inst				Jane	1969-08-14	1 D000000	emale N		No Show					0 Inmate refused		
2013-08-14 Collins Bay Inst			Doe	James	1974-12-02 000000E Male	00000E	Aale Y		No Show					Security unable to escort to Health Services		
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# **ANNEX B – Proposed Basis of Payment**

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

# 1.0 Contract Period (From December 1, 2014 to November 30, 2015) Site 1 Warkworth Institution

# **1.1 Professional Fees**

(a) 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 NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
1.1	Dentist Services: Up to a maximum of 364 hours per year.		364 Hours	

# **1.2** 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.

# 1.3 Professional Fees, Option period 1 (From December 1, 2015 to November 30, 2016)

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
1.3	Dentist Services: Up to a maximum of 364 hours per year.		364 Hours	



# 1.4 Professional Fees, Option period 2 (From December 1, 2016 to November 30, 2017)

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
1.4	Dentist Services: Up to a maximum of 364 hours		364 Hours	
	per year.			

# 1.5 Professional Fees, Option period 3 (From December 1, 2017 to November 30, 2018)

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
1.5	Dentist Services: Up to a maximum of 364 hours per year.		364 Hours	

# **1.6 Cost Reimbursable Expenses**

- **1.7** Canada will not accept any travel and living expenses for:
  - (a) Work performed at the Institution indicated under Annex A, Statement of Work, 3. Objective;
  - (b) Any travel between the Contractor's place of business and the Institution; and
  - (c) Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all inclusive hourly rates specified in this annex.

# 1.8 HST or GST

- 1.8.1 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.
- 1.8.2 The estimated HST or GST of \$\_\_\_\_\_ (to be completed at contract award) is not 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.

# 2.0 Contract Period (From December 1, 2014 to November 30, 2015) Site 2, Millhaven Institution

# 2.1 Professional Fees

(a) 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 NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
2.1	Dentist Services: Up to a maximum of 364 hours per year.		364 Hours	

# 2.2 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.

# 2.3 Professional Fees, Option period 1 (From December 1, 2015 to November 30, 2016)

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
2.3	Dentist Services: Up to a maximum of 364 hours per year.		364 Hours	

# 2.4 Professional Fees, Option period 2 (From December 1, 2016 to November 30, 2017)

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		А	В	C= A x B
2.4	Dentist Services: Up to a maximum of 364 hours per year.		364 Hours	



# 2.5 Professional Fees, Option period 3 (From December 1, 2017 to November 30, 2018)

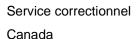
	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
2.5	Dentist Services: Up to a maximum of 364 hours per year.		364 Hours	

# **2.6 Cost Reimbursable Expenses**

- 2.7 Canada will not accept any travel and living expenses for:
  - (a) Work performed at the Institution indicated under Annex A, Statement of Work, 3. Objective;
  - (b) Any travel between the Contractor's place of business and the Institution; and
  - (c) Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all inclusive hourly rates specified in this annex.

# 2.8 HST or GST

- 2.8.1 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.
- 2.8.2 The estimated HST or GST of \$\_\_\_\_\_ (to be completed at contract award) is not 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.



# 3.0 Contract Period (From December 1, 2014 to November 30, 2015) Site 3 Bath Institution

# 3.1 Professional Fees

(a) 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 NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
3.1	Dentist Services: Up to a maximum of 364 hours per year.		364 Hours	

# **3.2** 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.

# 3.3 Professional Fees, Option period 1 (From December 1, 2015 to November 30, 2016)

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
3.3	Dentist Services: Up to a maximum of 364 hours per year.		364 Hours	

# 3.4 Professional Fees, Option period 2 (From December 1, 2016 to November 30, 2017)

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
3.4	Dentist Services: Up to a maximum of 364 hours per year.		364 Hours	



# 3.5 Professional Fees, Option period 3 (From December 1, 2017 to November 30, 2018)

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
3.5	Dentist Services: Up to a maximum of 364 hours per year.		364 Hours	

# **3.6 Cost Reimbursable Expenses**

- 3.7 Canada will not accept any travel and living expenses for:
  - (a) Work performed at the Institution indicated under Annex A, Statement of Work, 3. Objective;
  - (b) Any travel between the Contractor's place of business and the Institution; and
  - (c) Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all inclusive hourly rates specified in this annex.

# 3.8 HST or GST

- 3.8.1 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.
- 3.8.2 The estimated HST or GST of \$\_\_\_\_\_ (to be completed at contract award) is not 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.

# 4.0 Contract Period (From December 1, 2014 to November 30, 2015) Site 4 Joyceville Institution

# 4.1 Professional Fees

(a) 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 NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
4.1	Dentist Services: Up to a maximum of 637 hours per year.		637 Hours	

# 4.2 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.

# 4.3 Professional Fees, Option period 1 (From December 1, 2015 to November 30, 2016)

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
4.3	Dentist Services: Up to a maximum of 637 hours per year.		637 Hours	

# 4.4 Professional Fees, Option period 2 (From December 1, 2016 to November 30, 2017)

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
4.4	Dentist Services: Up to a maximum of 637 hours		637 Hours	
	per year.			



# 4.5 Professional Fees, Option period 3 (From December 1, 2017 to November 30, 2018)

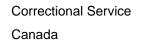
	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
4.5	Dentist Services: Up to a maximum of 637 hours		637 Hours	
	per year.			

# 4.6 Cost Reimbursable Expenses

- **4.7** Canada will not accept any travel and living expenses for:
  - (a) Work performed at the Institution indicated under Annex A, Statement of Work, 3. Objective;
  - (b) Any travel between the Contractor's place of business and the Institution; and
  - (c) Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all inclusive hourly rates specified in this annex.

# 4.8 HST or GST

- 4.8.1 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.
- 4.8.2 The estimated HST or GST of \$\_\_\_\_\_ (to be completed at contract award) is not 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 Requirement Check List

		ACULI 1 9 2014	
Governme of Canada	nt Gouvernem du Canada	ent	Contract Number / Numéro du contrat
			14 - 18 - 206 8971 Security Classification / Classification de sécurité
PART A - CONTRACT INFO	LISTE DE VÉRI RMATION / PARTIE epartment or Organiz	SECURITY REQUIREMENTS CHECK LI FICATION DES EXIGENCES RELATIVES A INFORMATION CONTRACTUELLE ation /	A LA SÉCURITÉ (LVERS)
Ministère ou organisme go 3. a) Subcontract Number / N	Uvernemental d'origi	Corroctional Service of Canada	2. Branch or Directorate / Direction générale ou Direct RHQ Health Services
4. Brief Description of Work /	Brêve dossdating de	3. b) Name and Address	of Subcontractor / Nom et adresse du sous-traitant
To provide dental services to	inmates in the Ontario r	travali Agion.	
5. a) Will the supplier require	access to Controlled	Goods?	
	CUES 8 OPS marchand	icos sontalizario	✓ No Non
Regulations?	increasi to uncrassified	areas controlates? I military technical data subject to the provisions	of the Technical Data Control No 1
sur le contrôle des donné	es techniques?	echniques militaires non classifiées qui sont ass	ujetties aux dispositions du Règlement
a indicate the type of access	required / Indiquer le	type d'accès requis	and the second se
Le fournisseur ainsi que l	mployees require acies employees auront-	Dess to PROTECTED and/or CLASSIFIED Inform Is accès à des renseignements ou à des blens l Question 7, c)	nation or assets? No f
(Specify the level of acce (Preciser le niveau d'acce	ss using the chart in	Question 7. c)	Non Non
6. b) Will the supplier and its e	mployees (e.g. clean	au qui se trouve à la question 7, c) ers, maintenance personnel) require access to r I or assets is permitted.	ontrials d
			estricted access areas? No access to No Non
à des renseignements ou	à des biens PROTÉ	urs, personnel d'entretien) auront-ils accès à de GÉS et/ou CLASSIFIÉS n'est pas autorisé.	s zones d'accès restreintes? L'accès
S'agit-il d'un contrat de m	essagerie ou de livra	ison commerciale sans entranceson do quito	
7. a) Indicate the type of inform	nation that the supplic	er will be required to access / India per to time di	Non L
			Foreign / Étranger
7. b) Release restrictions / Res No release restrictions	trictions relatives à la	diffusion	rotergit / Etranger
Aucune restriction relative à la diffusion	$\checkmark$	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative
			à la diffusion
Not releasable À ne pas diffuser		1	
Restricted to: / Limité à :			
Specify country(ies): / Précise		Restricted to: / Limité à :	Restricted to: / Limité à :
	ric(s) pays .	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :
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c) Level of information / Nive	au d'information		
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	Government Go	puvernement	Contract Number / Nu	méro du contrat
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			Unclassifi	601
ART & (cor	ntinued) / PARTIE A (su	nte		Ves
Will the su Le fournis		PROTECTED and/or CLAS s renseignements ou à des	SSIFIED COMSEC information or essets? blens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	Non Yes Non Oui
Dans l'affi	malive, indiquer le nivea	au de sensibilité :	EC information or assets?	✓ No Yes Non Oui
Le fournis	seur aura-I-il accès à de	s renseignements ou a des	biens INFOSEC de nature extrêmement délicate?	
Documen	t Number / Numéro du di	OCUMENT:	EL (FOURNISSEUR)	
0. a) Person	nnel security screening li RELIABILITY STATU		ontrôle de la sécurité du personnel requis	TOP SECRET
	TOP SECRET- SIG		FIDENTIEL SECRET	COSMIC TOP SECRET
	TRÈS SECRET - SI SITE ACCESS	IGINT NATO	O CONFIDENTIEL NATO SECRET	COSMIC TRES SECRET
	ACCÈS AUX EMPL	ACEMENTS		
	Special comments: Commentaires spéc	iaux:		
	DEMADONE SIN	usieurs niveaux de controle	ed, a Security Classification Guide must be provided. de sécurité sont requis, un guide de classification de la sécu-	arité doit être fourni.
Du pe	unscreened personnel be ersonnel sans autorisatio	e used for portions of the w on sécuritaire peul-il se voir	rork? r confier des parties du travail?	
Dans	s, will unscreened person l'affirmative, le personn	et en question seta-t-il cau	orté?	Nan Oui
	AFEGUARDS (SUPPLI	ER) / PARTIE C - MESURI ENSEIGNEMENTS / BIEN	ES DE PROTECTION (FOURNISSEUR) IS	
11. a) Will 1	the supplier be required	to receive and store PROT	ECTED and/or CLASSIFIED information or assets on its site	or No Yes
pren Le fo	nises? pumisseur sera-t-il tenu o "SSIFIÉS?	de recevoir et d'entreposer	sur place des renseignements ou des biens PROTÉGÉS et/	ou
		to safeguard COMSEC into	ormation or assets? ments ou des biens COMSEC?	Non Ou
Le fe		ne hinieller nes ienseilingi		
11. c) Will 1 occu	the production (manufactu	ure, and/or repair and/or moo premises? ur serviront-elles à la produc	dification) of PROTECTED and/or CLASSIFIED material or equ ction (fabrication et/ou réparation et/ou modification) de matériel	ipment ✓ No Ye PROTÉGÉ
		T) MEDIA / SUPPORT	RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11 (5 1461	the supplier be required t	to use its IT systems to elect	ronically process, produce or store PROTECTED and/or CLAS	SIFIED No No
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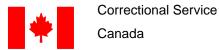
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TBS/SCT 350-103(2004/12)

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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.

1.1 Mandatory Technical Criteria

# 2.0 Evaluation Criteria:

- 2.1 In addressing the mandatory technical criteria, the Bidder should supplement the information supplied in response to the mandatory technical criteria with details outlining the depth and extent of the relevant experience, qualifications and specialized expertise of the proposed resource(s). All claims with regard to resource experience, qualifications or expertise must be substantiated through the provision of detailed project descriptions of how, when and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during evaluation.
- 2.2 Proposals should include a résumé for each of the proposed resources, which support the skills/expertise being offered. Names and telephone number of business references should be provided which can substantiate the work experience claimed. The Bidder should indicate the location in the proposed resource's résumé of supporting information to substantiate relevant experience for each mandatory and rated evaluation criteria.
- 2.3 Experience obtained after bid closing will not be considered.
- 2.4 For evaluation purposes,
  - (a) "Where" means the name of the employer as well as the position/title held by the proposed resource;
  - (b) "When" means the start date and end date (e.g. from January, 2000 to March, 2002) of the period during which the proposed resource acquired the qualification/experience; and
  - (c) "How" means a clear description of the activities performed and the responsibilities assigned to the proposed resource under this position and during this period.
- 2.5 Furthermore, Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- 2.6 In order to facilitate evaluation of proposals, it is recommended that bidders address, in their proposal, the mandatory technical criteria in the order in which they appear below, using the numbering outlined below.
- 2.7 It is <u>imperative</u> that the proposal <u>address each of these criteria</u> 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
A) Dentist			
M1	The Bidder must propose only one (1) dentist per site		
M2	The proposed dentist must hold a current license in good standing from the provincial licensing body for Dentists in the province where services are to be provided. Bidders must provide a copy of the license with the bid		
M3	The proposed dentist must have a minimum of six (6) months experience practicing as a Dentist within the last two years		
B) Dental			
Assistant	<b>TI D'11</b> 1		
M4	The Bidder must propose only one (1) dental assistant per site		
M5	The proposed dental assistant must be a member in good standing of the dental assistants association for the Province where services will be provided (bidders must provide proof of membership with their bid) or have a minimum of 2 years of experience as a dental assistant within the last four (4) years.		
M6	The proposed dental assistant must have a minimum of six (6) months experience as a dental assistant providing intra-oral care within the last two (2) years.		

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

a) Seek clarification or verify any or all information provided by the bidder with respect to this RFP; and

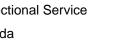
b) Contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.



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

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





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# **ANNEX E - Insurance Requirements**

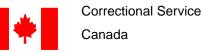
# 1. Commercial General Liability Insurance:

- 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.
  - 1) 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:

2.1Pursuant 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.

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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.

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# **ANNEX F - National Essential Health Services Framework**

Please refer to supporting documentation in tender notice.