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Correctional Service
Canada

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

3. Revision of Departmental Name

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

4. Debriefings

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

5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at 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) (<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 2014-06-26 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 Integrity Provisions – 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: one hundred and twenty (120) 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. Communications – Solicitation Period

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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 Alberta, Saskatchewan or Manitoba.

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

- 3.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Annex B - Proposed Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.
- 3.2 Bidders must submit their rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
- 3.3 The rates specified in the financial proposal, when quoted by the Bidder, must include provision of all of the services described in Annex A - Statement of Work, including the total estimated cost of all travel and living expenses that may need to be incurred for:



- 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, must not include the cost of the supplies and equipment required to provide health services to CSC offenders (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).

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

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

The evaluated price is determined by; the lowest all inclusive hourly rate as per table (a) column (c)

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

1. Certifications Required with the Bid

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

1.2 Former Public Servant Certification

Contracts awarded to 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 before contract award. If the answers to the questions and, as applicable, the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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



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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension as defined above?
YES () **NO** ()

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force adjustment directive? **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 adjustment 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 applicable taxes.



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 rates proposed:

- a. are 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. do 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. do not include any provision for discounts to selling agents.

1.6 Licensing Certification

a) Medical Licence:

The Bidder must hold a current medical license in good standing with the provincial licensing body for physicians and surgeons.

b) Speciality Designation:

i. Psychiatry:

The Bidder must be a current member in good standing with the Royal College of Physicians and Surgeons of Canada with a speciality in psychiatry.

ii. Forensic Psychiatry (asset qualification):

The Bidder must indicate whether he/she possesses a specialty in Forensic Psychiatry from the Royal College of Physicians and Surgeons of Canada: **YES () NO ()**

The Contractor must provide a copy of their licenses to the Contracting Authority annually for the duration of the contract and 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

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

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 must be interpreted as a reference to CSC or its Minister.

3.1 General Conditions

2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

Subsection 31.4 of 2010B, General Conditions – Professional Services (Medium Complexity), will not form part of the Contract. All other subsections of ‘2010B 31 Integrity Provisions – Contract’, will form part of the Contract.

3.2 Supplemental General Conditions

4008 2008-12-12, apply to and form part of the Contract.

3.3 Replacement of Specific Individuals

1. If specific individuals identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.



2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. The name, qualifications and experience of the proposed replacement; and
 - b. Proof that the proposed replacement has required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of contract award for a one year period.

4.2 Option to Extend – Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 60 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions of the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the contract expiry date. The extension will be evidenced, for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nancy Baessler
Title: Regional Contracting Specialist
Correctional Service Canada
Branch/Directorate: Prairie Region
Telephone: 306-659-9256
Facsimile: 306-659-9317
E-mail address: 501contracts@csc-scc.gc.ca

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

5.2 Project Authority



The Project Authority for the Contract is:

Name: (XXX)
Title: (XXX)
Correctional Service Canada
Branch/Directorate: (XXX)
Telephone: (XXX)
Facsimile: (XXX)
E-mail address: (XXX)

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

The Contractor will be paid the all-inclusive firm hourly rates specified at Annex B – Basis of Payment, for work performed in accordance with the Contract. Customs duties are *included* and Applicable Taxes are extra.

6.2 Limitation of Price

SACC Manual clause C6000C 2011-05-16 Limitation of Price

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
- SACC Manual clause H1008C 2008-05-12 Monthly payments

6.4 Travel and Living Expenses

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

7. Invoicing Instructions

7.1 SACC Manual clause H5001C 2008-12-12 Invoicing Instructions



The Contractor must submit invoices in accordance 7.2 Psychiatric Services Invoices

7.2 Psychiatric Services Invoices

The Contractor must submit invoices on a monthly basis.

(a) Psychiatric Services Invoice Format

All invoices must include the following as a minimum:

- Name of Contractor
- Contract Number
- Date(s) of Service
- Date of Invoice
- Total billable hours
- Total fees

- (b) Contract Service Tracking and Invoicing Spreadsheet (institutions and community sites):
Invoices for Psychiatric Services provided in an institution or community site must be accompanied by the Contract Service Tracking and Invoicing Spreadsheet. Invoices and Contract Service Tracking and Invoicing Spreadsheets must be submitted as two separate documents as the Contract Service Tracking and Invoicing Spreadsheet contains offender names and must be treated as confidential. Both documents must be signed by the Contractor before invoices can be processed.
- (c) For services provided in a Treatment Centre, the Contractor is not required to submit the Contract Service Tracking and Invoicing Spreadsheet with Invoices.

8. Certifications

8.1 Certification of Compliance

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

9. Applicable Laws

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

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 Supplemental General Conditions
- (c) the General Conditions 2010B 2014-09-25
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List
- (g) Annex E, Insurance Requirements
- (h) the Contractor's bid dated _____ (to be inserted at contract award)



11. Insurance Requirements

- 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

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

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

13. Closure of Government Facilities

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

14. Tuberculosis Testing

- 14.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.



14.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

14.3 All costs related to such testing will be at the sole expense of the Contractor.

15. Compliance with CSC Policies

15.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.

15.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.

15.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

16. Health and Labour Conditions

16.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.

16.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.

16.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.

16.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

17. Dispute Resolution Services

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



19. Proactive Disclosure of Contracts with Former Public Servants

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 Contractor 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.



ANNEX A – Statement of Work

1. Introduction:

- 1.1 The Correctional Service of Canada (CSC) Health Services require the services of a psychiatrist(s) for the following sites located in the Prairie Region;

Bowden Institution
Edmonton Institution
Drumheller Institution
Stony Mountain Institution
Saskatchewan Penitentiary
Regional Psychiatric Centre
Edmonton Institution for Women

The psychiatrist will provide psychiatric care services to offenders and collaborate with the interdisciplinary health services team that includes, but is not limited to nursing, psychology, social work, occupational therapy and other allied healthcare professionals.

2. Background:

- 2.1 CSC has a legal obligation, under the Corrections and Conditional Release Act (CCRA), to “provide every offender 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 **encourage individual responsibility, promote healthy reintegration and contribute to safe communities.**
- 2.4 Consistent with its transformation agenda, CSC recognizes that health outcomes are a shared responsibility between service providers and offenders. Offenders must be involved in taking responsibility and proactive measures to safeguard their health, which includes mental health.
- 2.5 In institutional settings, health Services are provided in ambulatory Health Service Centres in institutions, regional hospitals and regional treatment / psychiatric centres. Incarcerated offenders 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, offenders are provided with a range of coordinated health services that are accessible, affordable, and appropriate to the correctional environment.

3. Objective:

- 3.1 Provide essential mental health services to offenders at the following site(s) as a psychiatrist.

Bowden Institution
Edmonton Institution
Drumheller Institution
Stony Mountain Institution
Saskatchewan Penitentiary
Regional Psychiatric Centre



Edmonton Institution for Women

4. Performance standards:

- 4.1 The Contractor must take into account gender, cultural, religious and linguistic differences and be responsive to the special needs of women and Aboriginal People.
- 4.2 The Contractor must provide services in accordance with the ethical and professional practice standards of the applicable college of Physicians and Surgeons as well as the Royal College of Physicians and Surgeons of Canada.
- 4.3 Compliance with provincial/national guidelines
The Contractor must provide all services in compliance with federal and provincial legislation and standards, provincial and national guidelines, practice standards and CSC Policy/Guidelines and including the CSC Mental Health Policy and guidelines.

The Contractor is expected to consult with the Project Authority to ensure that all medical practices are consistent with the relevant and most current legislation, practice standards and policies.

- 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 www.CSC-SCC.GC.ca or available in hard copy.
 - Corrections and Conditional Release Act - Section 85 Health Care
 - Corrections and Conditional Release Regulations – Section 3
 - Commissioner's Directive 060 – Code of Discipline
 - Commissioner's Directive 800, Health Services
 - Commissioner's Directive 803, Consent to Health Service Assessment, Treatment and Release of Information
 - Commissioner's Directive 805, Management of Medication
 - 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
 - National Formulary
 - Documentation for Health Services Professionals
 - Guidelines for Sharing Personal Health Information
 - Discharge Planning Guidelines: A Client Centred Approach
 - Clinical Discharge Planning and Community Integration Service Guidelines
 - Institutional Mental Health Services (Primary Care) Guidelines

4.5 Documentation on CSC health care records:

- a) The Contractor must document all information relevant to the mental health services provided in the offenders' health care records in compliance with relevant legislation, professional standards of practice and CSC's Documentation for Health Services Professionals guidelines, in an electronic format while on site.
- b) As an accountability and quality assurance measure, the Project Authority will periodically review the Contractor's documentation for compliance with contract requirements, consistency and completeness.
- c) All of the offenders' health care records, as well as all CSC protected or sensitive information, must remain at the Institution



5. Tasks:

5.1 The Contractor must provide mental health services to seriously mentally disordered offenders, as requested by the Project Authority, 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.

These services include, but are not limited to the following:

- a) Assess and treat individual offenders;
- b) Participate in discharge and release planning as requested;
- c) Provide electronic written notes for all offender assessments, reports and other clinical information as required.
- d) Provide consultation to other health care providers to ensure continuity of care. This includes providing consultation to community mental health service providers and the prescribing physician if the offender is residing in the community;
- e) Provide consultation and advice on mental health services to the mental health team and/or institutional management as requested;
- f) Provide educational sessions as requested;
- g) Participate in meetings including Medical Advisory Committees, case conferences and other related activities as requested;
- h) Participate in CSC training, including orientation to CSC and risk assessment training as requested;
- i) Participate in the evaluation of the efficiency, quality and delivery of services, including, but not limited to, participation in medical audits, peer and interdisciplinary reviews, chart reviews and incident report reviews as well as the Accreditation process;
- j) Provide consultation services for the resolution of CSC internal offender grievance and investigative processes as requested;

5.2 Psychiatric Risk Assessment Services:

- a) The Contractor must perform risk assessments and submit risk and sexological assessment reports for sharing with third parties including the Parole Board of Canada as requested by the Project Authority. These reports must meet CSC requirements and include, as a minimum, the following:
 - i. purpose of the report;
 - ii. social history (if not already on file);
 - iii. pertinent offense dynamics;
 - iv. crime cycle and inmate's understanding of this cycle;
 - v. interview impressions;
 - vi. psychiatric diagnosis;
 - vii. assessment of recidivism risk, and risk management and relapse prevention plan.
- b) Assessments should focus on risk, past and current community functioning and recommendations for institutional or community-based mental health counseling, supervision strategies and involvement in further psychiatric treatment. The Contractor must only use standardized objective testing and validated risk assessment tools. CSC's file information may be referenced. It is not necessary to repeat, in the report, information which is already on the offender's file.
- c) The Contractor must perform Assessments of inmates serving a life sentence in accordance with the Detailed Parole Board of Canada Psychiatric Risk Assessment as required by the CCRA and PBC.
- d) The Contractor must prepare and submit assessment reports within 45 days of referral or at the date agreed upon with the Project Authority or his/her delegate.



- e) The Contractor must submit all risk assessment and/or sexological assessments reports in an electronic typewritten format.
- f) The Contractor must explain to inmates the limits to confidentiality and obligations of the Contractor to CSC prior to providing any services and ensure that all reports are shareable with the inmate.

5.3 The Contractor must visit incarcerated offenders in segregation areas or cell ranges as requested by the Project Authority.

5.4 Recommendations for non-formulary medication and Special Authorization items applicable to incarcerated offenders, only:

- a) The Contractor must:
 - i. Prescribe, administer and monitor medications according to the National Formulary;
 - ii. Request non-formulary medications in accordance with CSC's National Formulary; and
 - iii. Request Special Authorization items in accordance with CSC's Essential Health Services Framework.

5.5 Continuity of services:

The Contractor must provide a backup resource to ensure continuity of services if the Contractor is unable to provide services in person due to, but not limited to, vacation or prolonged illness (illness of more than 5 days). The backup resource must be approved by the Project Authority and be in place prior to the absence of the Contractor. Any backup resource must have the qualifications and experience needed to meet the criteria used to select the Contractor and must be acceptable to CSC. The backup resource must also possess a valid security clearance in accordance with the contract's security requirements.

5.6 Location of Work

The Contractor must provide psychiatric care to offenders on-site at the Institution(s) mentioned under Section 3.1 Objective.

Note: A total of up to seven separate contracts may be issued under this RFP.

6. Grievance and Investigation Processes, Review Panels, CSC Boards of Investigations:

- 6.1 The Contractor must participate in various CSC internal offender grievance/investigation processes which may include a review of the Contractor's documentation on the Health Care Records. Upon request from the Project Authority, the Contractor may have to undergo interviews as a result of an offender grievance/investigation process.
- 6.2 At the request of the Project Authority, the Contractor must participate in provincial review boards and panels as well as CSC Boards of Investigation.

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

- 7.1 At the request of the Project Authority, the Contractor must provide the following services:
 - a) participate in the review of policies and guidelines related to the provision of Health Services in CSC; and
 - b) assume a role as part of a Professional Advisory Committee, participate in credentialing, and review professional practice issues.



8. Notification Requirements:

- 8.1 The Contractor must notify the Project Authority 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 medical services to offenders.
- 8.2 The Contractor must notify the Project Authority immediately of any significant complaints lodged against the Contractor.

9. Security:

- 9.1 All equipment or articles, including communication devices, the Contractor wishes to bring into the Institution must be approved by the Project Authority and CSC Security in advance.
- 9.2 **Contraband:** The Contractor shall ensure that all resources (including the Contractor and any backups) directly or indirectly providing services under this contract are familiar with Corrections and Conditional Release Regulations, Section 3, as well as Commissioner's Directive's 060 Code of Discipline.

The Contractor, and any backup resources provided by the Contractor, must not enter into any personal or work relationship with an offender. The Contractor, and or any backup resources provided by the Contractor must not give or receive any items to/from an offender. Such items may include, but are not restricted to the following: cigarettes, toiletry items, hobby items, drugs, alcohol, letters to or from offenders, money, weapons or items which could be used as weapons. Any person(s) found responsible for providing prohibited objects and/or contraband materials to offenders will be subject to immediate removal from the Institution or the Community Site and/or possible criminal charges. Such violations may lead to Canada terminating the Contract for default pursuant to the default provisions of the Contract.

- 9.3 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 offender 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 and oral communication must be provided in English

11. Hours of Service Provision/Timely Access to Care:

- 11.1 The Contractor must provide hours of service as outlined in Annex G. (Monday to Friday between the hours of 08:00-16:30) for offenders as determined between the Contractor and the Project Authority at the beginning of the contract. The Contractor must provide the services according to the operational requirements of the Institution site. Operational requirements may include varied hours of work.
- 11.2 The Contractor must provide assessment and treatment within 30 days of receipt of an offender referral.
- 11.3 The Project Authority may, at his/her discretion, change the hours of service provision during the course of the contract, including any options if and when exercised by CSC.
- 11.4 The Project Authority will notify the Contractor of any changes to the hours of service provision a minimum of two (2) weeks prior to implementation of the change.

12. Meetings:



12.1 At the discretion of the Project Authority, 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 Project Authority, the Contractor must attend meetings at Prairie Regional Headquarters. If travel is required, Travel expense will be paid outside the contract and as per National Joint Council Travel Directives.

12.3 The Contractor must attend Institutional and Community Health Services team meetings when requested by the Project Authority.

13. Reporting Requirements:

13.1 The Project Authority will ensure that the completion of all billable services is logged into the Mental Health Tracking System. To facilitate this process, the Project Authority will supply the Contractor with an electronic copy of the Contract Service Tracking and Invoicing Spreadsheet.

Details of the services provided along with offender information and fees must be input into the Contract Service Tracking and Invoicing Spreadsheet. This form requires a separate entry for each offender contact or service, including billable missed appointments. Billable periods of service can be saved as tabs in the Excel file.

13.2 At the request of the Project Authority, the Contractor must produce or contribute to regional reporting and any other tracking and reporting processes.

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. For this reason, the Contractor must adhere to the CSC National Formulary.

14.2 Confidentiality:

In accordance with the confidentiality provisions of the contract, the Contractor must not have contact with the media with regards to the mental health services provided to CSC. The Contractor must advise the Project Authority immediately if he/she has been contacted by the media concerning mental health services provided to CSC.

15. Support to the Contractor:

15.1 CSC will provide the supplies and equipment required for health services to offenders, as determined and approved by the Project Authority and as applicable to the location(s) where services are provided.



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 date of Contract(s) to Oct 31, 2015 inclusive)

Note: A total of up to seven separate contracts may be issued under this RFP. (see Annex F)

1.1 Professional Fees

(a) Psychiatric Services:

For the provision of psychiatric services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive firm hourly rate in Table (a) in the performance of this Contract, HST or GST extra.

The Contractor will be reimbursed at a rate of 75% of the contractor's all inclusive rate as per Annex B Table (a) Column (C) for the time to and from the contact address to the CSC site as listed in Annex F

Example of Calculation of the All-inclusive Hourly Rate and Total in Table (a):

In order to calculate the all-inclusive hourly rate for services provided during institutional clinics (Column C), Bidders must apply their markup (Column B) to the Provincial Health Insurance hourly rate for General Practitioners (Column A) established by CSC, using the formula is provided in Table (a). Bidders are to note that all of the numbers used in the calculations below are fictitious and are used for illustration purposes only.

Provincial Health Insurance Hourly Rates for General Practitioners (A) = \$175.00 per hour
Bidder's Markup, quoted as a percentage (B) = 10% (or 0.10)

Bidders must then calculate their proposed "all-inclusive hourly rate for services provided during institutional clinics (C = A + (A x B))" using the formula provided:

$$\$175.00 + (\$175.00 \times 0.10) = \$175.00 + \$17.50 = \$192.50 \text{ per hour}$$

Bidders must calculate the "Total" (C x D) by multiplying their proposed "all inclusive hourly rate for services provided during institutional clinics" (Column C) by the "estimated level of effort" (Column D) established by CSC:

$$500 \text{ hours} \times \$192.50 \text{ per hour} = \$96,250.00$$

Bidders then populate Table (a) using the resulting numbers:



Table (a)

Resource Name:					
ZONE (NOTE: BIDDERS MUST MEET MANDATORY CRITERIA M4 FOR EACH ZONE)	PROVINCIAL HOURLY RATES FOR PSYCHIATRISTS A	MARKUP, QUOTED AS A PERCENTAGE B	ALL-INCLUSIVE HOURLY RATE FOR SERVICE PROVISION C = A + (A X B)	ESTIMATED LEVEL OF EFFORT (hours) D	Total (in Cdn \$) C x D
A – Edmonton Area					
Contact Address:	\$216.00	Year 1:	Year 1:	Up to 72 per year	
B – Red Deer Area					
Contact Address:	\$216.00	Year 1:	Year 1:	Up to 300 per year	
C – Drumheller Area					
Contact Address:	\$216.00	Year 1:	Year 1:	Up to 300 per year	
D – Winnipeg Area					
Contact Address:	\$195.00	Year 1:	Year 1:	Up to 360 per year	
E – Prince Albert Area					
Contact Address	\$170.00	Year 1:	Year 1:	Up to 360 per year	
F — Regional Psychiatric Centre Area:					
Contact Address	\$170.00	Year 1:	Year 1:	Up to 300 per year	
G – Edmonton Institution for Women					
Contact Address	\$216.00	Year 1:	Year 1:	Up to 72 per year	

2.0 Option(s) to Extend the Term of the Contract

Subject to the exercise of an option to extend the Contract period in accordance with Article 4. Term of Contract, 4.2 Options to Extend Contract, the all-inclusive hourly rates for the contract period detailed in this Annex will be subject to upward adjustment to reflect the overall annual increase in the Consumer Price Index (CPI) for Canada for the previous calendar year as established by Statistics Canada. The Contracting Authority will determine these rates at the time the option is exercised using the following formula:

$$\text{Adjusted rate} = \text{all-inclusive hourly rate} + (\text{firm all-inclusive hourly rate} \times \% \text{ CPI increase for previous calendar year})$$



The Contractor shall be paid the resulting adjusted firm all inclusive hourly rates, GST or HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

3.0 Cost Reimbursable Expenses

3.1 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.

4.0 HST or GST

- 4.1 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.
- 4.2 The estimated HST or GST of \$_____ (to be completed at contract award) is included in the total estimated cost shown on page 1 of this Contract. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or HST paid or due.



Correctional Service
Canada

Service correctionnel
Canada

Annex C – Security Requirement Check List

RECEIVED

AUG 21 2014

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat: 53800-14-200013
Security Classification / Classification de sécurité

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

Form with multiple sections: 1. Originating Government Department or Organization, 2. Branch or Directorate, 3. Subcontract Number, 3. b) Name and Address of Subcontractor, 4. Brief Description of Work, 5. a) Will the supplier require access to Controlled Goods?, 5. b) Will the supplier require access to unclassified military technical data..., 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information..., 6. b) Will the supplier and its employees require access to restricted access areas..., 6. c) Is this a commercial courier or delivery requirement..., 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

Canada

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 FIABILITE	<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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

53800-14-2090013

Security Classification / Classification de sécurité

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 RESTRIGÉE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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Annex D "Evaluation Criteria"

1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

2.0 Evaluation Criteria:

- 1 In addressing the mandatory evaluation criteria, the Bidder must 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 Proposals must include a résumé for each of the proposed resources, which support the skills/expertise being offered. Names and telephone number of business references must 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.
- 3 Experience obtained after bid closing will not be considered.
- 4 For evaluation purposes,
 - (a) "where" means the name of the employer as well as the position/title held by the proposed resource;
 - (b) "when" means the start date and end date. Must include month and date (e.g. from January, 2000 to March, 2002) of the period during which the proposed resource acquired the qualification/experience; and
 - (c) "how" means a clear description of the activities performed and the responsibilities assigned to the proposed resource under this position and during this period.
- 5 Furthermore, Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- 6 In order to facilitate evaluation of proposals, it is recommended that bidders address, in their proposal, the mandatory and rated criteria in the order in which they appear below, using the numbering outlined below.
- 7 It is imperative that the proposal address each of these criteria to demonstrate that the requirements are met.



Proposals must meet all the mandatory requirements of the RFP.

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

The evaluated price is determined by; the lowest all inclusive hourly rate as per table (a) column (c)

In case of a tie, the bidder with the most years/months of experience will be recommended for the award of the contract.

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	<p>The proposed resource must hold a current license in good standing from the provincial licensing body for physicians and surgeons in the province where services are to be provided.</p> <p>Bidders must include a copy of the license in their bid.</p>		
M2	<p>The proposed resource must be a current member in good standing with the Royal College of Physicians and Surgeons of Canada with a speciality in Psychiatry.</p> <p>Bidders must provide a copy of the membership with their bid.</p>		
M3	<p>The proposed resource must have a minimum of six (6) months experience in providing psychiatric care in the last two (2) years.</p>		
M4	<p>Must have a contact address within the zone(s) listed in Annex F.</p> <p>Bidders must provide a complete contact address for each Zone in which they can provide service as outlined in Annex A</p>		



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 in an amount of \$10,000,000.00, 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.



Annex F – Location and Sites

Zone	Must have a contact address within the zone(s)	Sites
A	100 km radius of Edmonton Institution: 21611 Meridian Street, Edmonton, AB, T5J 3H7	Edmonton Institution
B	200 km radius of Bowden Institution: Highway #2 Innisfail, AB, T4G 1V1	Bowden Institution
C	200 km radius of Drumheller Institution: Highway #9 Drumheller, AB, T0J 0Y0	Drumheller Institution
D	100 km radius of Stony Mountain Institution: Highway #7, Winnipeg, MB, R3C 3W8	Stony Mountain Institution
E	200 km radius of Saskatchewan Penitentiary: 15th Street West, Prince Albert, SK, S6V 5R6	Saskatchewan Penitentiary
F	100 km radius of the Regional Psychiatric Centre: 2520 Central Avenue, Saskatoon, SK S7K 3X5	Regional Psychiatric Centre
G	100 km radius of Edmonton Institution for Women. 11151 - 178 Street Edmonton, AB T5S 2H9	Edmonton Institution for Women



Annex G - Level of Effort

Zone	Sites that require Psychiatric Services	On location hours of effort per month
A	Edmonton Institution	Up to: 6 hrs.
B	Bowden Institution	Up to: 32 hrs.
C	Drumheller Institution	Up to: 24 hrs
D	Stony Mountain Institution	Up to: 64 hrs.
E	Saskatchewan Penitentiary	Up to: 56 hrs.
F	Regional Psychiatric Centre	Up to: 24 hrs
G	Edmonton Institution for Women	Up to: 6 hrs.