



**RETURN BIDS TO:  
RETOURNER LES  
SOUMISSIONS À:**

Bid Receiving Canada Border Services Agency /  
Réception des soumissions Agence des services  
frontaliers du CanadaCanada Border Service  
Agency

Canada Border Services Agency  
Contracting Bids Receiving  
2405 St-Laurent Unit H  
Ottawa, ON K1A 0L8  
(613) 941-6034

Bid Receiving Unit is open from Monday to  
Friday inclusively, between the hours of  
07:30 and 3:30, excluding Statutory  
Holidays.

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Canada Border Services Agency**

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 thereof.

**Proposition aux: Agence des services frontaliers  
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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix  
indiqué(s)

**Comments - Commentaires**

THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT

**Issuing Office – Bureau de distribution**  
Canada Border Services Agency / l'Agence des  
services frontaliers du Canada  
Place Vanier, Tower B  
355 North River Road, 17<sup>th</sup> Floor  
Ottawa (Ontario) K1A 0L8

<b>Title – Sujet</b> GTA Medical Services and Medical Requirements for Removal	
Solicitation No. – N° de l'invitation 1000323707	Date : December 18, 2014
Client Reference No. – N° référence du client	
GETS Reference No. – N° de reference de SEAG	
File No. – N° de dossier	CCC No. / N° CCC - FMS No. / N°
Solicitation Closes – L'invitation prend fin at – à 11 :00 AM on – le January 27, 2015	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: <a href="mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca">CBSA-ASFC_Solicitations- Demandes de soumissions@cbsa- asfc.gc.ca</a>	Buyer Id – Id de l'acheteur  Sophon Proulx <a href="mailto:Sophon.Proulx@cbsa-asfc.gc.ca">Sophon.Proulx@cbsa-asfc.gc.ca</a>
Telephone No. – N° de téléphone :  343-291-5725	FAX No. – N° de FAX  N/A
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :  Canada Border Services Agency Agence des services frontaliers du Canada	

**Instructions : See Herein  
Instructions: Voir aux présentes**

Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature _____	Date _____



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## **THIS DOCUMENT HAS A SECURITY REQUIREMENT**

### **PART 1 - GENERAL INFORMATION**

#### **1. Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, Non-Disclosure Agreement, and any other annexes.

#### **2. Summary**

The CBSA requires the provision of medical services personnel to provide medical services within the Toronto IHC. The CBSA also requires the provision of medical services personnel to perform medical assessments prior to the removal of foreign nationals from Canada. The services will be starting April 1, 2015 or earlier as specified by the Contract start date. See Statement of Work herein

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).



There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

### **3. Debriefings**

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.

## **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 Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of 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 twenty (120) days

#### **1.1 Revision of Departmental Name**

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of this contract shall be interpreted as a reference to the Canada Border Services Agency (CBSA), as the case may be, with the exception of the following clauses:

- a. Standard Clauses and Conditions; and
- b. Security Requirements.

**1.2** In the 2003(2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, at Article 01(2014-09-25) Integrity Provision - Bid:

Delete in its entirety.

#### **2. Submission of Bids**

Bids must be submitted only to CBSA Bid Receiving Unit 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 to CBSA will not be accepted.

**2.1** In the 2003(2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, at Article 05(2014-09-25) Submission of Bids, subsection 2.d.:

Delete in its entirety.



2.2 In the 2003(2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, at Article 08(2012-03-02) Transmission by Facsimile:

Delete in its entirety

**3. Former Public Servant – Competitive Requirement**

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 awarded to FPS, bidders must provide the information required below before contract award. If the answer 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? **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.
- c.

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 the 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.

**4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than

Question Period 1 No later than 23:59, on January 5, 2015

Answer(s) 1 Within 5 business days

Question Period 2 No later than 23:59, on January 12, 2014

Answer(s) 2 Within 5 business days

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.

**5. Applicable Laws**

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

**6. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



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

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

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

- Section I:        Technical Bid (4 hard copies, and 1 soft copy on a CD)
- Section II:       Financial Bid (1 hard copy and 1 soft copy on a CD)
- Section III:      Certifications (1 hard copy )

Bidders are asked to clearly identify which packet they are bidding for.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Bidders are asked to provide one financial proposal per packet they are bidding on.

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

- (a)        use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b)        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 should:

- 1)        use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2)        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.

#### **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 and describe their approach 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.

#### **Section II:       Financial Bid**

**1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in **Annex "B"**, Applicable Taxes excluded, Canadian custom duties and excise taxes included. Rates must be quoted in Canadian dollars.

Failure to do so will result in the bid being non-responsive and not considered further.

Hourly rates must remain firm for the complete period of the Contract and the option periods, as set out in **Annex "B"**.





**1.2 Exchange Rate Fluctuation**  
C3011T (2013-11-06), Exchange Rate Fluctuation

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

**1.0 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 Canada will evaluate the bids.

**1.1 Technical Evaluation**

**1.1.1 Mandatory Technical Criteria**  
See Annex "G"

**1.1.2 Point Rated Technical Criteria**  
See Annex "G"

**1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

See Annex "G"

**2.0 Basis of Selection – Lowest Price per Point**

2.1 To be declared responsive, a bid must:

- a) Be complete with all requirements of the RFP;
- b) Meet all mandatory technical evaluation criteria; and
- c) Obtain the required minimum 70% for the point rated technical evaluation criteria in Part 4 "Evaluation Procedure and Basis of Selection", article 1.1.2 which are submitted to the point rating on a scale of 420 points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that purposes the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of contract.

Only one (1) contract, if awarded, will be awarded to the responsive Bid that offers quality services and experience at the best value to Canada. Best value to Canada is defined as the responsive proposal with the lowest evaluated Price per Point.

Each bid's Evaluated Price per Point is calculated by taking the bid's Total Evaluated Bid Price and dividing it by the Total Points received in the point rated technical evaluation.

For example:

Total Evaluated Bid Price – Bid 1 = \$1,600,000

Total Points received in the technical evaluation = 320/420

Total Price per Point = \$1.6M / 320 = \$5,000 per point

The following chart will be completed by the Technical Authority and used for evaluation purposes only.

The hourly rates will be taken from the submission made in **Annex B – Basis of Payment**. Hours proposed



in this chart are an estimate only and are not necessarily meant to represent the full requirement under this Contract.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **1. Certifications Required Precedent to Contract Award**

#### **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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

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

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

### **2. Additional Certifications Required Precedent to Contract Award**

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

#### **2.1 Canadian Content Certification**

This procurement is limited to Canadian services.  
The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

**2.1.1.** *SACC Manual* clause A3050T (2010-01-11) Canadian Content Definition.

#### **2.2 Status and Availability of Resources**



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

## 2.3 Education and Experience

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

# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

## 1. Security Requirement

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 7 - 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 7 - 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;
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. For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

## 1.1 Canada Border Services Agency (CBSA) - Security Requirements

- a) Before award of a contract, the following conditions must be met:
  - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - ii. 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 7 - Resulting Contract Clauses; and
  - iii. **CBSA SECURITY REQUIREMENT:** The Client (CBSA) will conduct its own personnel Reliability Status assessment on the proposed Contractor and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "*Security and Contracting Management Standard*" and the *Policy on Government Security – Personnel Security Standard*, irrespective of whether such assessment has already been conducted under any such policies. The Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized security official with the CBSA's "*Personnel Security Screening Section*" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "**Canadian Industrial Security Directorate**" (CISD) and the "**International Industrial Security Directorate**" (IISD).  
  
For each proposed resource, the bidder must submit a completed signed original TBS 330-23 Form – Personnel Screening Consent and Authorization (<http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.pdf>) upon request of the Contracting Authority prior to Contract Award.

Until the credit check and all other security screening processes required by this Request for Proposal have been completed and the bidder and its personnel is considered



suitable by the CBSA, no contract will be awarded and the recommended bidder (specifically the bidder's personnel) shall **not** be permitted access to Protected / Classified information or assets, and further, shall **not** be permitted to enter sites where such information or assets are kept. In the event the bidder (specifically the bidder's personnel) does not pass the security screening process required by the CBSA, the said bidder's proposal will be considered non-responsive and the next ranked bidder will be contacted. If only one bid was obtained and the proposed bidder does not meet the security requirement, then, the contracting officer will determine the next steps in order to ensure all requirements are met.

\*\* The bidder's personnel can include in some instances landlords, property management employees and principles of companies when the latter have access to the premises where the CBSA designated or classified information/assets are kept.

- b) Canada will not delay the award of any contract to allow Bidders to obtain the required clearance.
- c) For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.

In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

## **2. Insurance Requirements**

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.

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.

## **4. Additional Licenses, Diplomas and Certificates**

Bidders are encouraged to submit with their proposal, copies of documents to support all requirements identified in the evaluation criteria. If not included in their proposal, bidders must provide all requested documentation within 2 full working days from date of request. If requested on Monday, certificates must be received on or before the following Thursday, 07:30am PST.

For clarity, resumes must be submitted at bid closing and may not be submitted under this provision.

## **PART 7 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **1. Statement of Work**

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

### **2. 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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **2.1 General Conditions**

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### **2.2 Supplemental General Conditions**

4008 (2008-12-12) Personal Information, apply to and form part of the Contract



### 3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

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).

### 3.2 CBSA Additional Security Requirement:

The Canada Border Services Agency (the CBSA), will conduct its own personnel Reliability Status assessment on the Contractor personnel, which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check.

If a Contractor personnel has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Contractor personnel will still undergo a security screening process to be conducted by the CBSA.

The credit check will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian and International Industrial Security Directorate" (CIISD).

Until the credit check and all other security screening processes required have been completed and the Contractor personnel is deemed suitable by the CBSA, the recommended Contractor personnel shall not be permitted access to Protected / Classified information or assets, and further, shall not be permitted to enter sites where such information or assets are kept.

## 4. Term of Contract

### 4.1 Period of the Contract

The Work is to be performed during the period of \_\_\_\_\_ (*insert start date of Contract*) to March 31, 2017.

### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional three (3) month option 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.



Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Sophon Proulx  
Title: A/Teamlead  
Canada Border Services Agency  
Address: 355 North River Road, Ottawa, ON K1A 0L8  
Telephone: (343) 291-5725  
E-mail address: [Sophon.Proulx@cbsa-asfc.gc.ca](mailto:Sophon.Proulx@cbsa-asfc.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 (To be determined)**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_      Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail address: \_\_\_\_\_

In its absence, the Project Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
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**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_



Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_ Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. 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.

## 7. Payment

### 7.1 Basis of Payment

#### 7.1.1 Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B "Basis of Payment". Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (to be determined). Customs duties are included and Applicable Taxes are extra.
2. 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.
3. 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.

### 7.3 Method of Payment

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

### 7.4 Time Verification

*SACC Manual* clause C0711C (2008-05-12) Time Verification



## 7.5 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

## 7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

## 8. Invoicing Instructions

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.

Each invoice must be supported by:

- a. a copy of time sheets for each Contractor personnel assigned to the contract, or a combination of summary time sheets that articulate the name and hours worked of each Contractor personnel, to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.





2. Invoices must be distributed as follows:

- a. The electronic original must be forwarded to the following address for certification and payment.

By email: [vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

- b. One (1) electronic copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 9. Certifications

### 9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

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

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

### 9.3 SACC Manual Clauses

SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_.

## 11. 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 4008 (2008-12-12) Personal Information;
- (c) the general conditions 2035 (2014-09-25), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Federal Contractors Program for Employment Equity;
- (h) Annex E, Insurance Requirements;
- (i) Annex F – Non-Disclosure Agreement
- (k) Appendix 1 to Appendix 2 for Annex A – Standing Orders
- (m) the signed Task Authorizations (including all of its annexes, if any);
- (n) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s)*)

## 12. Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)



### **13. Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified in **Annex E**. 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.

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.

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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **14. Government Site Regulations**

SACC Manual clause A9068C (2010-01-11), Government Site Regulations

### **16. Non-disclosure Agreement**

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex F, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

### **17. 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 90 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 as set out in 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.



**ANNEX "A"**  
**STATEMENT OF WORK**

**Medical Services for the  
Canada Border Services Agency**

This SOW has been written in three (3) Parts with two (2) Appendices attached.

The Parts are as follows:

- Part 1: Background
- Part 2: Medical Services at the Toronto Immigration Holding Center
- Part 3: Medical Requirements for Removal

The Appendices are as follows:

- Appendix 1: List of CBSA IHC Standing Orders applicable for Contracted Medical Services at the Toronto IHC
- Appendix 2: List of CBSA Forms applicable for Contracted Medical Services at the Toronto IHC



## ACRONYMS AND GLOSSARY OF TERMS

### **Contractor**

The incumbent of the Contract

### **Contractor personnel**

Any person employed by the Contractor to perform the tasks related to the performance of this Contract.

<b>ATIP</b>	Access to Information and Privacy
<b>Toronto IHC</b>	Toronto Immigration Holding Center
<b>CBSA</b>	Canada Border Services Agency
<b>IRB</b>	Immigration and Refugee Board
<b>CIC</b>	Citizenship and Immigration Canada
<b>IRPA</b>	Immigration and Refugee Protection Act
<b>POE</b>	Port of Entry
<b>MRR</b>	Medical Requirements for Removal
<b>IFHP</b>	Interim Federal Health Program
<b>IEO</b>	CBSA Inland Enforcement Officer



## **PART 1: BACKGROUND**

### **1.0 BACKGROUND**

Citizenship and Immigration Canada (CIC) and the Canada Border Services Agency (CBSA) share responsibility for the administration and enforcement of the *Immigration and Refugee Protection Act* (IRPA) and work collaboratively to achieve and balance the objectives of the immigration and refugee programs. Two of the IRPA's objectives are:

- To protect the health and safety of Canadians and to maintain the security of Canadian society; and
- To promote international justice and security by fostering respect for human rights and by denying access to Canadian territory to persons who are criminals or security risks.

The IRPA stipulates who is inadmissible to Canada, including: security threats (espionage, subversion, terrorism, threat to Canadians etc.); human or international rights violators, and criminals (including organized crime). Under the IRPA, the CBSA is empowered with the right to arrest, detain and remove permanent residents and foreign nationals who are found to be inadmissible to Canada. Removal is legislated to take place as soon as possible in a manner that protects the integrity of Canada's immigration continuum. The CBSA is the sole federal accountable immigration detention authority, and as such, is responsible for the care and control of immigration detainees.

Detention is normally used at the beginning of the enforcement process when the identity of the person is not established or the person is believed to be a danger to the public and, at the end of the process when removal is imminent and the person is unlikely to appear for removal.

The provision of medical care for foreign nationals while in Canada is a key component of the immigration continuum and the CBSA and CIC collaborate to meet the objectives of the Interim Federal Health Program (IFHP) as funded by CIC. The program is intended to provide temporary access to urgent and essential health care services to select foreign nationals, including eligible detainees located within a CBSA Immigration Holding Center (IHC).

### **2.0 CBSA CLIENTELE**

The CBSA categorizes foreign nationals as detained or released. The CBSA may only detain individuals where there is a legislative ground to do so, as defined above. Individuals who are released from CBSA custody into the general population may be required to report back to the CBSA at a future date for their subsequent removal (where legislatively warranted). The Contractor will be providing a service to individuals that fall under both the detained and released category, depending on the function/task being undertaken.

### **3.0 MEDICAL SERVICES WITHIN AN IMMIGRATION HOLDING CENTER**

The CBSA operates three (3) IHC's in Toronto, Montreal and Vancouver. The CBSA may only detain individuals where there is a legislative ground to do so. The CBSA performs a comprehensive individual risk assessment of each individual subject to detention in order to determine the placement of each potential Detainee to the IHC. Any Detainee assessed to be a public safety risk or with significant behavioural or medical issues will be detained in a more secure facility, such a provincial correctional facility. As such, only those persons assessed by the CBSA as suitable will be housed at the IHC.



The provision of health care services for detainees at the Toronto IHC is provided and managed through a contract issued by the CBSA to healthcare workers. The CBSA Toronto IHC includes on-site medical services and referrals for medical needs off-site as required.

#### **4.0 MEDICAL REQUIREMENTS FOR REMOVAL**

The Canada Border Services Agency (CBSA) has a statutory obligation under the *IRPA* to arrest, detain, and remove any foreign national who is inadmissible to Canada. Immigration removal is an integral part of the CBSA's security and public safety mandate.

Any foreign national who is inadmissible to Canada may be subject to an inadmissibility report, written by either a Border Services Officer at a Port of Entry (POE), or an Inland Enforcement Officer if the subject has entered Canada. Depending on the particular inadmissibility, a decision as to whether or not to issue a removal order will be made by a reviewing officer acting under the delegated authority of the Minister, or by the IRB.

Once a removal order has been issued, there are a number of requirements to be met prior to the enforcement of the removal order that are imbedded in the *IRPA*. For instance, all those subject to removal may file an application for judicial review before the Federal Court, accompanied by a stay motion, throughout the process. Once domestic obstacles are overcome, there remain a number of additional factors that may impede progress on finalizing cases.

Immigration legislation states that those under an enforceable removal order must be removed as soon as possible. An interview is convened to ensure that a travel document is available. Travel arrangements are made and can be as simple as driving someone to the Canada-US border or as complicated as chartering a plane when a person cannot be removed by commercial airliner. Decisions are made on whether the person needs to be escorted, whether there are medical considerations and what routing to take. If the routing requires transit in a third country, the authorities in the transiting country need to be notified. Once removal arrangements have been made, the individual is ready for removal from Canada.

While the IFHP provides medical assistance while in Canada, prior to removal the CBSA must ensure that foreign nationals are assessed in accordance with the Medical Requirements necessary for Removal (MRR). The MRR assessment is based on the individual's medical condition and/or requirements for removal. As CBSA Inland Enforcement Officers (IEOs) are not trained in the medical profession, a licensed physician contracted to the CBSA must undertake MRR assessments to determine the appropriateness of travel. As MRR assessments are paper based and no examination is required, these assessments will be processed outside of the IHC facility..

#### **5.0 CBSA FACILITIES AND LOCATION OF WORK**

Operations related to medical services at the IHC will occur out of the Toronto IHC located at 385 Rexdale Blvd, Toronto, Ontario.

Additional operations related to MRR assessments will occur at a location of choice to the Contractor, and as approved by the CBSA. The location out of which the Contractor's personnel will conduct MRR assessments must meet proper CBSA security protocols for housing and storing of protected information as per Part 2, Article 11.7 "*Carriage of Medical Records and Disclosure of Information*"



## 6.0 CBSA STANDING ORDERS

CBSA Standing Orders outline the detailed operating procedures that have been put in place for each detention center (ie: Toronto IHC). They must be followed at all times by all CBSA personnel, Contractor personnel and Detainees. Specific instructions on how to undertake specific tasks and activities listed within this document are articulated. The Contractor must ensure that all its personnel working within the Toronto IHC understand and abide by the Standing Orders.

Further information on Standing Orders is provided in Annex A, Appendix 1 *“List of CBSA IHC Standing Orders applicable for Contracted Medical Services at the Toronto IHC”*

## 7.0 APPLICABLE DOCUMENTS

The following documents form part of this Statement of Work (SOW) to the extent specified herein and are supportive of the SOW.

- A. [International Aviation Transport Association medical manual](#)
- B. CBSA IHC Standing Orders
- C. Standards and professional ethics of the College of Physicians and Surgeons of Ontario (<http://www.cpso.on.ca>)
- D. Standards and professional ethics established by the College of Nurses of Ontario (<http://www.cno.org>)

## 8.0 SCOPE OF WORK

The Scope of Work required for this contract is divided into two subsections:

1. Medical services at the Toronto IHC
2. MRR Assessments

Details pertaining to the Scope of Work for Medical Services at the Toronto IHC will be included in Part 2 *“Medical Services at the Toronto IHC”*.

Details pertaining to the Scope of Work for MRR Assessments will be included in Part 3 *“Medical Requirements for Removal”*. Note that the scope of Part 3 of this contract is limited to requests for medical assessment for the purpose of enforcing the IRPA. Medical assessments will be provided in regards to foreign nationals who are found to be inadmissible to Canada and are subject to a removal order that is in force. This contract excludes medical assessments for Canadian citizens within the meaning of the *Citizenship Act*, or any persons who are not subject to enforcement action under the IRPA.

Part 2 will include the following subsections as they pertain to the Toronto IHC:

- General Requirements
- Staffing Requirements and Duties
- Management Oversight and Administrative Specifications
- Medical Services Personnel Standards
- Training
- Medical Services Personnel Performance Standards



Part 3 will include the following subsections as they pertain to MRR assessments:

- General Requirements
- Staffing Requirements and Duties
- Medical Requirements for Removal Business Process
- Management Oversight and Administrative Specifications
- Medical Services Personnel Standards
- Training
- Medical Services Personnel Performance Standards

## **PART 2: MEDICAL SERVICES AT THE TORONTO IHC**

### **9.0 GENERAL REQUIREMENTS**

The CBSA requires the provision of medical services personnel within the Toronto IHC starting April 1, 2015 or earlier as specified by the Contract start date.

All medical services will be provided for at the Toronto IHC located at 385 Rexdale Blvd, Mississauga Ontario.

The CBSA will provide office space in addition to a private examination area, referred to as the IHC Medical Clinic, at the Toronto IHC for use by the Contractor's medical services personnel. The CBSA will ensure that this space is properly fit-up and ready for use by the personnel, and will provide the required secure storage equipment for all medications and medical supplies.

The Contractor will not be responsible to pay for any utilities or other services that may be included in the cost paid for by the landlord nor will the Contractor be responsible to pay for any costs associated with work required to run cables to this office or medical space (eg: any work behind walls). The Contractor's medical services personnel will be granted (as appropriate) limited access to CBSA computer systems, which include email and access to a shared network drive. No other access to computer systems or networks will be provided, unless otherwise approved by the CBSA.

### **9.1 Medical Care for Detainees**

- a) The CBSA operates a 206 bed detention facility within the Greater Toronto Area (GTA), hereinafter referred to as the Toronto IHC, for persons detained under the IRPA and who are deemed by the CBSA not to be of high enough risk to warrant detention at another location. The Toronto IHC is a 24/7 operation which accommodates adult males and females, as well as children and infants who accompany a parent who is detained. Unaccompanied minors may also be detained where required.
- b) The CBSA maintains sole responsibility and accountability for the safety and security of detainees under its custody; however it outsources the provision of care and control to contracted security personnel within the facility.
- c) The Toronto IHC admits Detainees 24 hours per day, 7 days per week. This includes arrests made inland throughout the GTA region, as well as any persons arrested and/or detained at any Port of Entry (POE) throughout the GTA region, such as Pearson International Airport.





- d) The Contractor's medical services personnel must, as directed by the CBSA, provide medical services to Detainees within 24 hours of being admitted to the Toronto IHC. The provision of medical services includes but is not limited to a general health assessment by a nurse and/or physician, and specific treatment as required. Where appropriate referrals will be made to the Toronto IHC psychiatrist and/or other medical services outside of the IHC.
- e) The Contractor's medical services personnel must provide ongoing medical services support to Detainees of the facility as required and as requested by the CBSA and/or Detainee, and deemed necessary by medical staff.

Further tasks related to medical services functions of each medical service personnel are provided in Part 2, Article 10.3 "*Medical Services Personnel Tasks and Duties*".

## **10.0 STAFFING REQUIREMENTS AND DUTIES**

### **10.1 Overall Medical Services Personnel Coverage**

The Contractor will ensure that medical services at the Toronto IHC include:

- a minimum of one (1) Licensed Physician,
- a minimum of one (1) Licensed Psychiatrist, and
- a minimum of one (1) Registered Nurse.

The Contractor must provide the coverage as articulated below. The Contractor may provide the services of more than one specified health professional in order to meet such coverage.

#### *10.1.1 Physician Coverage*

- a) The Physician(s) must provide medical services at the Toronto IHC for four (4) hours; three (3) times per week. A gap of no more than two (2) days of service is acceptable.
- b) Hours of work must be consecutive and provided between 6 a.m. and 10 p.m. as required to meet operational needs and in shifts negotiated with the CBSA.
- c) The Physician(s) must be available to staff and contracted security personnel of the Toronto IHC as well as to the Nurse(s) by telephone 24 hours a day, as required, to provide advice and medical instructions. This availability is over and above the required base minimum of twelve (12) hours per week as articulated above.
- d) The Physician(s) must be available to provide in-person services in excess of the twelve (12) hours per week articulated above at the request of the CBSA.
- e) The Physician(s) must be available for urgent unscheduled visits to the Toronto IHC, at the request of the CBSA, outside the three regular visits per week. The provision of an unscheduled visit will represent a minimum payment for two (2) hours of work.

#### *10.1.2 Registered Nurse Coverage*

- a) The Nurse(s) must provide nursing services at the Toronto IHC twelve (12) hours per day, seven (7) days a week.
- b) Hours of work must be consecutive and provided between 6 a.m. to 10 p.m. as required to meet operational needs and in shifts negotiated with the CBSA.



- c) The Nurse(s) must also be available to provide in-person services in excess of the eighty-four (84) hours per week covered above, at the request of the CBSA.

### 10.1.3 *Psychiatrist Coverage*

- a) The Psychiatrist must provide medical services at the Toronto IHC six (6) hours per week.
- b) Hours of work must be provided between 6 a.m. and 10 p.m. and need not be consecutive. The CBSA reserves the right to determine how these hours of work will be assigned according to operational requirements and will be negotiated with the Contractor.
- c) The Psychiatrist must also be available for urgent unscheduled visits to the Toronto IHC, at the request of the CBSA, outside the regular hours scheduled per week. The provision of an unscheduled visit will represent a minimum payment for two (2) hours of work.

## 10.2 **Medical Services Personnel Qualifications**

### 10.2.1 *Physician Qualifications*

- a) The Physician(s) must be, and remain licensed to practice as a physician in the Province of Ontario.
- b) The Physician(s) must have a minimum of five (5) years of family practice or emergency medical experience.
- c) The Physician(s) must provide proof of valid professional liability insurance according to the requirements of the Canadian Medical Protective Association.
- d) The Physician(s) must conduct himself/herself at all times, in accordance with the standards of practice and professional code of conduct and ethics of the College of Physicians and Surgeons of Ontario. This includes interactions with other medical services personnel, CBSA staff, Contracted security personnel and Detainees within the scope of administration of duties associated with this Contract.

### 10.2.2 *Registered Nurse Qualifications*

- a) The Nurse(s) must be, and remain licensed to practice nursing as a registered nurse in the Province of Ontario.
- b) The Nurse(s) must have a minimum experience of five (5) years in nursing at the RN level. A minimum of three (3) years of these five (5) years must be in a hospital environment in a medical/surgical ward or emergency ward.
- c) The Nurse(s) must be certified in Advanced Cardiovascular Life Support (ACLS).
- d) The Nurse(s) must have knowledge of public health issues and of the appropriate management of public health issues and escalate to proper authorities when necessary (i.e.: bed bugs, outbreaks).
- e) The Nurse(s) must at all times perform his/her duties in accordance with the standards established by the College of Nurses of Ontario and conduct him/herself in accordance with the code of conduct and ethics of the profession in Ontario. This includes interactions with other



medical services personnel, CBSA staff, Contracted security personnel and Detainees within the scope of administration of duties associated with this Contract.

### 10.2.3 *Psychiatrist Qualifications*

- a) The Psychiatrist must be, and remain licensed to practice in the Province of Ontario and hold the applicable valid licences to practice psychiatry and administer medications.
- b) The Psychiatrist must have a minimum of three (3) years' experience in a medical setting.
- c) The Psychiatrist must conduct himself/herself at all times, in accordance with the standards of practice and professional code of conduct and ethics of The College of Physicians and Surgeons of Ontario. This includes interactions with other medical services personnel, CBSA staff, Contracted security personnel and Detainees within the scope of administration of duties associated with this Contract.
- d) The Psychiatrist must specialize in areas such as, but not limited to, patients suffering from trauma and Post-Traumatic Stress Disorder (PTSD).

## 10.3 **Medical Services Personnel Tasks and Duties**

### 10.3.1 *Physician Tasks*

The Physician(s) must undertake medical tasks which include, but are not limited to:

- a) Ensure that all Detainees have adequate health screening (at a minimum, screened by use of a questionnaire) within 24 hours of arrival at the Toronto IHC or as specified by the CBSA. The Physician will consult with other members of the medical services team as required. Screening must be in accordance with the Toronto IHC's Standing Orders.
- b) Medically treat detainees at the Toronto IHC's medical clinic in accordance with the guidelines, procedures and eligible benefits for the IFHP and, when necessary, refer Detainees to an appropriate off-site medical centre and/or arrange for medical professionals to attend and treat detainees at the Toronto IHC or, alternatively arrange for an off-site appointment in consultation with the CBSA.
- c) Organize and conduct medical examinations for refugee claimants detained more than 30 calendar days, following the guidelines and instructions from CIC. This involves arranging for a CIC Designated Medical Practitioner (DMPs) to visit the Toronto IHC and/or applying to CIC for a dispensation prior to the examination, to perform the exam as a non-DMP. While the examination itself would be billed within the monthly approved rate under the contract, outside suppliers of related tests (lab fees, x-rays, etc.) would follow normal IFHP invoicing practices.
- d) Provide medical advice and guidance in relation to Detainees, where necessary concerning medical-related actions to be taken by CBSA officers or Contracted security personnel at the Toronto IHC. (e.g. request to send a patient to hospital, dispensing of medication etc...).

The Physician(s) must undertake administrative tasks which include, but are not limited to:

- e) Work at all times under the professional authority of the Contractor.



- f) Maintain a computerized control log of all medications (prescription and over-the-counter) and medical supplies, including inventory, usage and dispensing; ensure that medications taken from Detainees upon arrival at the Toronto IHC are entered into the computerized control log, dispensed as required and secured in the proper location; and review and recommend usage and dosage of medications provided.
- g) Where applicable, maintain an electronic referral log, which includes at minimum, the date, name of Detainee, Detainee Client ID, reason for the referral to another physician, and the institution/professional to which the Detainee was referred.
- h) Provide administrative oversight, advice and medical instructions to other medical services personnel and ensure that medical services personnel performance is in accordance with professional standards at all times.

### 10.3.2 Registered Nurse Tasks

The Nurse(s) must undertake medical tasks which include, but are not limited to:

- a) Meet each new Detainee as soon as possible after their arrival at the Toronto IHC, to ensure that a health history questionnaire is completed, in order to detect any medical problems requiring the attention of the Physician(s). Evaluate the questionnaire and follow-up on any medical issues, consulting with the Physician(s) as needed.
- b) Distribute and administer prescription and over-the-counter medication to the Detainees or delegate this responsibility to Contracted security personnel as required. If this function is to be delegated, clear instructions on how and when to administer medication is required, along with the pre-measured dosage;
- c) Receive, assess and treat Detainees in the Toronto IHC's medical clinic when a request for medical attention is requested by the Detainee and/or CBSA or Contracted security personnel. Where necessary, the nurse must refer cases to the Physician(s) and/or to off-site medical professionals.
- d) For Detainees subject to isolation or segregation, and who have potential medical conditions that require special monitoring, the nurse(s) is required to check basic vital signs at least once per day. The results must be recorded in the patient's chart and reviewed daily for any potential trends.

The Nurse(s) must undertake administrative tasks which include, but are not limited to:

- e) Work at all times under the professional authority of the Physician(s).
- f) Maintain up to date medical files for each Detainee assessed and treated within the IHC medical clinic.
- g) Where necessary, file the Detainee medical questionnaire and any nurses' notes in accordance with the standards of the profession in Ontario.
- h) Maintain and update the computerized medication control log daily.
- i) Maintain a record of referrals made to outside physicians and/or medical services. This record must include the date, Detainee name, Client ID, reason for referral and any action taken.



### 10.3.3 Psychiatrist Tasks

The Psychiatrist must undertake medical tasks which include, but are not limited to:

- a) Provide assessments and treat Detainees within the Toronto IHC's medical clinic, in accordance with the guidelines and procedures of the IFHP.
- b) Provide recommendations and guidance to CBSA Staff and Contracted security personnel with respect to any special accommodations required to address Detainee mental health issues and ensure that risk to the Detainee, other persons at the Toronto IHC or any staff and personnel is mitigated to the extent possible.
- c) Provide CBSA Staff and Contracted security personnel with training, coaching and support to assist in the future identification of possible Detainee mental health issues or problems. This includes providing support in how to manage situations and providing a list of possible behavioural issues that may be used by personnel to identify Detainees that would benefit from a referral.

The Psychiatrist(s) must undertake administrative tasks which include, but are not limited to:

- d) Work at all times under the professional authority of the Contractor.
- e) Maintain a computerized control log of all medications (prescription and over-the-counter) and medical supplies, including inventory, usage and dispensing; ensure that medications taken from Detainees upon arrival at the Toronto IHC are entered into the computerized control log, dispensed as required and secured in the proper location; and review and recommend usage and dosage of medications provided.
- f) Where applicable, maintain an electronic referral log, which includes at minimum, the date, name of Detainee, Detainee Client ID, reason for the referral to another physician, and the institution/professional to which the Detainee was referred.
- g) Provide administrative oversight, advice and medical instructions to other medical services personnel and ensure that medical services personnel performance is in accordance with professional standards at all times.

## 11.0 MANAGEMENT OVERSIGHT AND ADMINISTRATIVE SPECIFICATIONS

### 11.1 Management Oversight for Medical Services

Prior to the start date of the Contract, the Contractor must submit in writing to the CBSA the name of one management representative and one alternate who is authorized to act for the Contractor in every detail at all times. This person must be made available, at no extra cost to the CBSA, for impromptu meetings at the CBSA's office within one (1) business days' notice, and must also be available for regularly scheduled meetings upon the request of the CBSA. This person may or may not be one of the medical services personnel proposed under this Contract.



The Contractor must provide management oversight for all on-site medical services personnel and ensure their compliance to all tasks outlined under this SOW as it pertains to medical services provided at the Toronto IHC.

## **11.2 Back-Up Support**

The Contractor must provide properly trained, security cleared, back-up support for illness, holidays and/or other absences.

When back-up support is required, the Contractor must provide it within four (4) hours' notice.

The Contractor must expect that occasionally, emergencies or other unforeseen situations or pre-planned special projects may require additional medical services personnel beyond the level of the base number. It is the CBSA's expectation and a requirement of this Contract that the Contractor be prepared at all times to provide additional personnel, as may have been provided for in the Contractor's bid submission, to cover any of these extra responsibilities.

## **11.3 Provisions for Additional Coverage and Excess Hours**

The Contractor must remain aware that the Detainee population fluctuates on a daily basis and can range from 120-239 Detainees. Historic occupancy rates reveal that the average detainee population ranges between 100 and 120 persons. As CBSA policies and procedures change, this historic average should only serve as a guide, and is no guarantee as to what the occupancy rate will be.

At the request of the CBSA, the Contractor must adjust coverage to meet the daily and routine fluctuation in the Detainee population at the Toronto IHC and be willing to adapt to other CBSA operational changes and/or requirements of the CBSA.

The Contractor must secure CBSA approval in advance for hours worked in excess of the prescribed weekly hours of medical services personnel.

## **11.4 After-Hours Call Schedule and Plan**

The Contractor must provide the CBSA with and maintain an after-hours call schedule and plan for each medical services personnel identified within this Contract. In the event that a CBSA officer or Contracted security personnel needs to get in touch with one of the medical services personnel under this Contract, this after hours call schedule and plan will be referenced. It must remain current and up to date at all times.

The schedule and plan must be approved by the CBSA when changes are made and CBSA must always have the most up to date version.

## **11.5 Administration of Medical Services Contract**

The Contractor will meet with the CBSA Director of Inland Enforcement and/or CBSA delegates on a quarterly basis. The purpose will be to discuss operational issues, identify gaps, and review processes at the Toronto IHC to ensure proper and consistent contract management as well as ensure operational effectiveness in the daily management of the Toronto IHC. All meetings will be held at the Toronto IHC and will not be more than half a day.

The CBSA may request the presence of medical services personnel at these meetings, as appropriate.



## **11.6 Management of Medical Issues and Infectious Disease**

The Contractor must develop an emergency management plan to deal with significant and serious health and safety issues that may affect the detention population at the Toronto IHC. This plan must be shared with the CBSA within thirty (30) days of contract commencement.

The Contractor must keep the CBSA apprised of all medical issues that exist at the Toronto IHC on an ongoing basis, and consult with them as necessary, including issues pertaining to public health-related matters, such as infectious diseases control and prevention.

In the event of an infectious disease outbreak/epidemic, the Contractor must immediately action the emergency management plan developed by them at contract commencement, and make necessary adjustments to reflect the reality of the situation. Activation of the CBSA emergency preparedness and management plan may be required in tandem. The Contractor and the medical services personnel must work closely with Toronto IHC staff and provincial health officials, as required ensuring minimal operational impact and health and safety risk.

## **11.7 Carriage of Medical Records and Disclosure of Information**

All medical records must be maintained in accordance with the standards of the College of Physicians and Surgeons of Ontario, which includes, where appropriate, the transition of those records to a new Contractor and the eventual destruction of records.

The Contractor must additionally retain and maintain medical records at the Toronto IHC in accordance with CBSA Security and classification protocols. As the CBSA is responsible for the care and control of detainees under its custody, the CBSA must be aware of all medical issues that relate to its detainee population. As a result, medical records must be provided to the CBSA upon request.

All records created or information collected by the medical services personnel must not, at any time, be removed from CBSA facilities, unless otherwise authorized or directed by the CBSA. The CBSA may audit the security protocols of the Contractor at any time.

The Physician(s), Psychiatrist, and Nurse(s) are required to provide the CBSA and Toronto IHC staff with instructions as to any measures to be undertaken with respect to a Detainee's medical condition, in order to protect the health, safety and security of the Detainee, or other persons at the Toronto IHC and comply with standard procedures for reciprocal sharing of pertinent medical information of Detainees who are transferred from one institution to the other, as directed by the CBSA.

Sub-section 3(k) of the definition of personal information in the *Privacy Act*, states that the name of the individual who is or was performing services under a contract for a government institution is not personal information. As a result, the identities of staff working within the Toronto IHC may be available to the public if a request is made.

## **11.8 Prescriptions and Medical Supplies**

### *11.8.1 Stocking and Maintaining Stock*



The Contractor is responsible for stocking, controlling and maintaining an ongoing supply of over-the-counter (OTC) medications as well as specific prescription medications and medical supplies to stock a portable emergency kit for emergency situations at the Toronto IHC.

The following list of OTC's is provided as a guide to the Contractor but is not meant to be a full representation of what should be kept on hand at the Toronto IHC. These medications can be of generic brand as appropriate:

- Anti-inflammatory medication – ibuprofen
- Pain and fever medication – acetaminophen
- Antiemetic medication
- Anti-Allergy medication – oral and cream
- Antacid
- Hydrocortisone cream
- Antibiotic cream and ointment
- Laxatives
- Anti-diarrheal medication
- Anti-fungal medication
- Muscle aches and pain cream

The following illustrates some of the supplies that should be kept within the portable emergency kit. It is the Contractor's responsibility to ensure an ongoing quantity of necessary supplies is available and determine what is appropriate to have on hand within the IHC:

- 4 x ASA chewable (80mg)
- 1 x Activated charcoal (50mg)
- 2 x Dextrose 50% prefilled syringes
- 4 x Diazepam 5mg/ml amp
- 2 x Dimenhydrinate 50mg/ml amp
- 2 x Diphenhydramine 50mg/ml inj
- 2 x Diphenhydramine 50 mg tabs
- 3 x Epinephrine 1:1000 amp
- 2 x Furosemide 10mg/ml x 2ml amp
- 1 x Glucagon kit
- 2 x Glucose gel (31gm)
- 6 x Naloxone 0.4mg/ml amp
- 1 x Nitroglycerin 0.4mg spray
- 1 x Salbutamol inhaler
- 2 x EpiPen adult
- Insulin
- Saline solution
- Oxygen masks / prongs

#### *11.8.2 Monitoring and Logging Prescriptions and Supplies*

The Contractor must establish and maintain a computerized control, tracking and monitoring system, with a corresponding log, for all OTC, prescription medications and the medical supplies included in the portable emergency kit and on hand at the Toronto IHC.

Any and all medications provided to detainees must be properly tracked, logged and documented within a detainee's medical file.





## 11.9 Invoicing and Billing

### 11.9.1 *Outside Supplier Invoice Verification*

Occasionally, the Contractor may be requested to verify supplier invoices for services rendered outside the Toronto IHC (i.e. medical tests not available at the IHC), correct any discrepancies and return these invoices to the CBSA for processing.

### 11.9.2 *Billing to the IFHP*

All costs related to billing under the IFHP are outside the scope of this contract. For prescription medications prescribed to Detainees by medical services personnel, the respective pharmacy where the prescription is filled will request reimbursement directly from the IFHP claims administrator.

### 11.9.3 *Contractor Expenses*

All other costs associated with stocking and maintaining medical office supplies and services for the day to day operation of the medical clinic at the Toronto IHC, as well as all other administrative duties required to carry out the specified tasks assigned to the medical services personnel, are the responsibility of the Contractor and must be factored into the Basis of Payment.

Medical office supplies necessary to run the clinic include (but are not limited to); gloves, bandages, tongue depressors, paper to cover examining tables, blood pressure monitor, thermometer covers, disposal of hazardous medical waste, syringes, alcohol swabs, cups for dispensing medications.

### 11.9.4 *Time Sheets and Logs*

For the purposes of this contract a reporting period is referred to as one month starting the first (1<sup>st</sup>) of the month and ending the last day of the month (30<sup>th</sup>, 31<sup>st</sup> or 28<sup>th</sup> in the case of February).

The Contractor must provide to the CBSA a signed time sheet for each resource assigned under the contract for each reporting period. This time sheet must log the days and hours worked for the entire reporting period and identify the rate of pay used for that period of time. I.e: regular rate, overtime rate or call-in rate.

Additionally, the Contractor must provide to the CBSA a copy of the medication tracking log for all medications and medical supplies used during that reporting period.

All time sheets must be signed by the CBSA Project Authority before payment under this Contract will be made.

## 11.10 Medical Forms and Standing Orders

As per Annex A, Appendix 1 "*List of CBSA IHC Standing Orders applicable for Contracted Medical Services at the Toronto IHC*" and Appendix 2 "*List of CBSA Forms applicable for Contracted Medical Services at the Toronto IHC*", the CBSA maintains a list of standard forms that must be completed by medical services personnel working within the Toronto IHC as per Standing Order procedures or at the request of the a CBSA officer.

Medical services personnel must also support CBSA officers, as requested, in the completion and submission of other CBSA forms, as and when appropriate.



### **11.11 External Health Care Providers**

The Contractor must establish and maintain an electronic list of external health care providers and facilities for referrals of Detainees, and share it with the medical services personnel so that Detainees can be sent for the required care, when necessary. This list must be approved by the CBSA on a quarterly basis.

The Contractor must also maintain regular contact with health care professionals in the community that are aware of Detainee population needs (experience in traumas, detained population, post-traumatic stress disorder, etc.), so that Detainees can be sent for specialized care, when necessary.

## **12.0 MEDICAL SERVICES PERSONNEL STANDARDS**

### **12.1 Professional Registration and Insurance**

The Contractor must ensure that all medical services personnel obtain and keep current a professional registration from their respective College, as well as appropriate professional malpractice insurance consistent with the type of practice required under this SOW.

### **12.2 Language Capability**

The Contractor, Physician(s), Psychiatrist and all Nurse(s) must be fluent in written and spoken English. The ability to communicate effectively in French would be an asset.

### **12.3 Code of Conduct**

The Contractor and its personnel are expected to respect the spirit of the Values and Ethics Code for the Public Service and the Treasury Board of Canada Secretariat (TBS) Code of Conduct both on and off duty.

The Contractor must ensure that a process exists to ensure that all medical services personnel disclose having a potential employment conflict of interest, which is defined as having private interests that could improperly influence the performance of his or her official duties and responsibilities, or which the individual uses for his or her personal gain. Some examples of such a conflict of interest include, but are not limited to the following: an individual working at the Toronto IHC has family, relatives, friends or associates that are under enforcement action under IRPA, or has an application related to immigration status under IRPA such as a sponsorship or appeal to the IRB, or an application at the CBSA or Citizenship and Immigration Canada office outside Canada, or any other situation where a real or perceived conflict may arise. The Contractor must advise the CBSA of the method of disclosure it puts in place, and advise the CBSA of any disclosures so made to the Contractor.

The Contractor must inform the CBSA when medical services personnel are being investigated by the police, charged or is/has been detained.

All medical services personnel must sign the “Non-Disclosure” as provided in **Annex F**.

### **12.4 Personnel Suitability and Acceptability by the CBSA**



If any of the medical services personnel are subsequently considered by the CBSA to be unsuitable due to performance or not meeting the specifications of the contract, upon notification from the CBSA, the Contractor must immediately remove and replace them with personnel acceptable to the CBSA.

The CBSA reserves the right to determine the suitability for assignment without recourse, and if so desired, have any personnel removed from the contract. The decision will be considered final.

Any failure to comply with the requirements of this Contract may result in default.

Refer to Part 2, article 14.3 "*Replacement of Personnel based on Poor Performance*" for additional information related to the rejection or removal of personnel for non-compliance.

### **13.0 TRAINING**

The Contractor must provide and maintain properly trained and security cleared medical services personnel, and must provide back-up support to cover for illness, holidays or other absences of medical services personnel as required.

All medical services personnel will be trained within two (2) weeks of starting their positions. Training will be provided by the CBSA, during normal working hours, at the Toronto IHC and will be a maximum of two (2) days (approximately 7.5 hours per day).

The services will be paid in accordance with the regular hourly rate as defined in Annex B-Basis of Payment.

Training topics will include, but are not be limited to:

- Emergency protocols, including fire, power outages, disruptive/violent detainees, and emergency evacuation procedures at the Toronto IHC;
- Diversity and cultural sensitivity issues;
- The Access to Information and Privacy Act (ATIP); and
- The Immigration and Refugee Protection Act (IRPA) and its Regulations.

At the Contractor's expense, the Contractor ensure that resources are available for additional or ongoing training as required by the CBSA to a maximum of one (1) day (7.5 hours) per employee. This may include future training sessions developed and/or determined by the CBSA to be required of medical services personnel.

### **14.0 MEDICAL SERVICES PERSONNEL PERFORMANCE STANDARDS**

The CBSA employs performance management to ensure service standards are met by the Contractor and the medical services personnel.

#### **14.1 Performance Evaluation**

Without restricting any other rights of Canada, the Contractor's performance, and that of medical services personnel will be evaluated by the review of the following by the CBSA:

- a) After hours response time (log sheet documenting after hour calls indicating response time, etc.).



- b) Survey of fifty (50) detainees to assess quality of service semi-annually (ratings of 1 to 5 on 5-10 items such as 1-poor and 5-excellent).
- c) Attendance (log sheet to ensure time stamps or arrival and departure of personnel).
- d) Complaints documented electronically by the CBSA on a spreadsheet.
- e) Work performance and inspection of work site.
- f) Site inspections to verify that Standing Orders are being followed.
- g) Other inspections for irregularities in operational management, as required.

The CBSA will immediately alert the Contractor of any critical deficiencies found by CBSA officials as a result of the above noted inspections, and the Contractor must take immediate remedial action to correct these deficiencies to CBSA's satisfaction within 48 hours.

#### **14.2 Performance Issues with Medical Services Personnel**

The Contractor is expected to address performance-related issues directly with their medical services personnel in a timely manner and advise the CBSA within 48 hours of actions taken to remedy issues.

Performance-related issues that cannot be resolved by the Contractor are to be brought to the attention of the CBSA.

#### **14.3 Replacement of Personnel Based on Poor Performance**

##### *14.3.1 Rejection, Removal & Replacement of Medical Services Personnel*

The following conditions will be cause for an immediate request by the CBSA for the removal or replacement of medical services personnel from work assignments on CBSA's premises:

- Substance dependence or other addiction for which the individual has not received or is not in the process of receiving treatment ie: active use;
- Emotional instability or mental disorders which are untreated or the individual chooses not to seek treatment for;
- Conviction for a criminal offense for which a pardon has not been granted;
- Persistent performance problems;
- Serious misconduct;
- Failure to follow required procedures of the Toronto IHC and as specified in this contract;
- Inadequate training or experience;
- Unacceptable licensing or loss of a license;
- Failure to maintain required certifications or licensing;
- Consuming alcohol or other illegal substances while on duty; and
- Infractions of a serious nature that would be governed by an expected Code of Conduct or violate Standing Orders of the Toronto IHC.

If it is determined that a medical resource will be replaced, the following process should be undertaken:



- The Contractor must send a copy of the proposed replacement personnel's resume, alongside confirmation that they meet the mandatory technical evaluation criteria of the contract, to the CBSA Contracting Authority and Project Authority;
- The CBSA Project Authority will perform and document the technical evaluation of the proposed resource;
- If the resource is deemed to have met the requirements of the contract, CBSA security clearance will be initiated by the Contracting Authority.

No replacement personnel are to begin work under this contract until the above process is completed and security clearance has been granted by the Contracting Authority

### **PART 3: MEDICAL REQUIREMENTS FOR REMOVAL**

#### **15.0 GENERAL REQUIREMENTS**

##### **15.1 Medical Requirements for Removal**

- a) In fiscal year 2013-2014 the CBSA removed from Canada approximately 13, 894 foreign nationals.
- b) Of these, the CBSA will undertake on average approximately 220 annual medical assessments prior to removal, whereby the recommendations of a licensed physician contracted by the CBSA are taken into consideration prior to effecting removal from Canada. This number is meant to represent a basis for this contract, however should not be interpreted to necessarily be the full requirement of the CBSA in terms of MRR assessments undertaken.
- c) The CBSA maintains the sole responsibility and accountability for removing foreign nationals under an enforceable removal order from Canada.
- d) Removals occur 24 hours per day, 7 days per week to countries all over the world.
- e) The Contractor's medical services personnel must, as directed by the CBSA, provide medical assessments on foreign nationals subject to an enforceable removal order, in order to determine if medical requirements are necessary for the removal to take place. The provision of medical assessments includes but is not limited to a general review of a foreign national's medical file and history (as provided by the CBSA and documented by the foreign national's medical doctor), a determination of the foreign national's medical needs for removal, and an identification of actions to be taken in order for a foreign national to be removed to a country of destination.
- f) Where appropriate, the medical services personnel will consult with a foreign national's medical doctor, or other physicians and specialists either within Canada or abroad, to determine appropriate medical needs and make a recommendation to the CBSA.
- g) The Contractor's medical services personnel must be available to provide an MRR within 48 hours of receipt of a request.

Further tasks and processes related to medical services functions of each medical services personnel are provided in Part 3, Article 16.3 "*Medical Services Personnel Tasks and Duties*"

##### **15.2 MRR Volume**



The Contractor must be prepared to process approximately 220 MRR assessment requests per year, which represents the CBSA's current volume. This figure is a guideline only and the Contractor is required to ensure all MRR assessments are processed according to the service standard.

### **15.3 MRR Assessment Service Standard**

The Contractor must ensure that MRR assessments are completed and provided to the CBSA within 48 hours of receipt of request.

## **16.0 STAFFING REQUIREMENTS AND DUTIES**

### **16.1 Overall Medical Services Personnel Coverage**

The Contractor will ensure that MRR assessments will be provided by a minimum of:

- one (1) Licensed Physician, and
- one (1) Registered Nurse.

The Contractor must provide the coverage as articulated below. The Contractor may provide the services of more than one specified health professional in order to meet such coverage.

#### *16.1.1 Physician Coverage*

- a) Coverage must be made available Monday to Friday, from 8:00 am to 4:00 pm Eastern time with the exception of statutory holidays
- b) Location of work is at the discretion of the Physician, in consultation with the Contractor, provided that the requirements of this Contract are met.
- c) Requests for MRR assessments will be triaged by a Registered Nurse prior to being sent to the Physician for review and analysis. The Physician(s) must be available to complete urgent MRR assessments as requested by the CBSA. These MRR assessments must be performed as quickly as possible, usually in less than 48 hours.

#### *16.1.2 Registered Nurse Coverage*

- a) The Registered Nurse(s) must be available to the CBSA Coverage must be made available Monday to Friday, from 8:00 am to 4:00 pm Eastern time with the exception of statutory holidays.
- b) Location of work is at the discretion of the Nurse, in consultation with the Contractor, provided that the requirements of this Contract are met.
- c) Requests for MRR assessments will be triaged by the Registered Nurse prior to being sent to the Physician for review and analysis.
- d) The Registered Nurse must be available to assist the Physician(s) with MRR assessments as required, and must be able to support the service standard. On the rare occasion, some MRR assessments may be requested on an urgent basis. The Nurse must be able to receive and action these requests in a timely manner.

### **16.2 Medical Services Personnel Qualifications**



#### 16.2.1 *Physician Qualifications*

- a) The Physician(s) must have a Medical degree from a recognized university, and must be and remain qualified and entitled to practice in the Province of Ontario or other Province as agreed to by the CBSA and the Contractor. As this portion of the Contract does not require the Physician to be physically present to conduct medical assessments of foreign nationals, but rather to do so in a location of his or her choice, the CBSA may accept accreditation in a Province other than Ontario, provided that is the Province in which the Physician operates his or her practice.
- b) The Physician(s) must have a minimum of two (2) years of family practice or emergency medical experience.
- c) The Physician(s) must provide proof of valid professional liability insurance according to the requirements of the Canadian Medical Protective Association.
- d) The Physician(s) must conduct himself or herself at all times, including interactions with Nurse(s) in accordance with the standards of practice and professional code of conduct and ethics of the College of Physicians and Surgeons of Ontario or other appropriate provincial jurisdiction.
- e) The Physician(s) must demonstrate previous experience in the analysis, interpretation and assessment of complex medical documentation.
- f) The Physician(s) must demonstrate previous experience in providing functional advice, direction and medical expertise to internal and external stakeholders;
- g) The Physician(s) must demonstrate previous experience working in teams, such as on projects and/or working groups, conducting background research and analyzing complex issues.
- h) The Physician(s) must demonstrate previous experience developing recommendations, presentations, preparing reports or briefings.

#### 16.2.2 *Registered Nurse Qualifications*

- a) The Nurse(s) must be licensed to practice nursing as a registered nurse in the Province of Ontario or other Province as agreed to by the CBSA and the Contractor. As this portion of the Contract does not require the Nurse to be physically present to conduct medical assessments of clients, but rather to do so in a location of his or her choice, the CBSA may accept accreditation in a Province other than Ontario, provided that is the Province in which the Nurse operates his or her practice.
- b) The Nurse(s) must have a minimum of two (2) years' experience as an RN.
- c) The Nurse(s) must perform his/her duties in accordance with the standards established by the College of Nurses of Ontario or other appropriate provincial jurisdiction.

### **16.3 Medical Services Personnel Tasks and Duties**

#### 16.3.1 *Physician Tasks*

The Physician(s) must undertake medical tasks which include, but are not limited to:

- a) Receive requests for MRR assessments from the CBSA and undertake a full analysis of a foreign national's medical file as provided.



- b) Where required, the Physician will seek additional information from the foreign national's physician, should additional information be required to finalize the assessment.
- c) Where required, the Physician will consult with and obtain information and documentation from Canadian and international sources to assist in the issuance of an MRR assessment.
- d) Where required, the Physician will consult with other medical professionals as deemed appropriate in making a fulsome assessment and recommendation on an MRR assessment. This may include contacting specialists as they relate to various medical issues and diagnoses.
- e) The Physician will identify medical conditions and finalize an MRR assessment on the necessity, if any, for medical requirements to facilitate the removal of the said foreign national on board an airplane.
- f) Where necessary, and as requested by the CBSA or the Department of Justice, the Physician must assist in preparing affidavits in regards to the MRR assessments and recommendations that he or she provided to the CBSA.
- g) As requested by the CBSA, the Physician must contribute to the development or revision of manuals, information packages and guidelines in relation to MRR assessments in order to ensure that the process is clear, efficient and transparent.
- h) As necessary, the Physician will undertake extra case work resulting from inquiries from regional CBSA officers.

The Physician(s) must undertake administrative tasks which include, but are not limited to:

- a) Work at all times under the professional authority of the Contractor.
- b) Maintain documented files with respect to all MRR assessments requested and provided to the CBSA.
- c) In conjunction with the Registered Nurse, maintain a computerized log of all MRR assessments, which include at a minimum, the date of the request, date of the recommendation, name of foreign national, Identification number, and resultant recommendation.
- d) Provide administrative oversight, advice and guidance to the Registered Nurse assigned to the requirement.

### 16.3.2 *Registered Nurse Tasks*

The Nurse(s) must undertake medical and administrative tasks which include, but are not limited to:

- a) Receive requests for MRR assessments from the CBSA through a generic email account provided to the Nurse and Physician.
- b) Act as the intermediary between the Physician and the CBSA and any outside third party required as part of the MRR process.
- c) The Nurse will review all documents, medical information and relevant information that were submitted ensuring that the submission is complete and will enter the request and relevant information into a database or tracking log. Upon completion the Nurse must liaise with the Physician and forward all documentation required. .





- d) Where necessary, the Nurse will request additional information from the CBSA officer, foreign national or foreign national's medical doctor.
- e) Where required, the Nurse will assist in phone calls and information gathering ensuring proper documentation of all information in the foreign national's file.
- f) Inputting all data and information received via phone, email or fax from the Physician, CBSA officer or third party within the MRR database or tracking log.
- g) The Nurse will liaise with the CBSA officer in regards to the foreign national's file and ensure timely submission back to the CBSA from the Physician.
- h) Where necessary, and as requested by the CBSA or the Department of Justice, the Nurse must assist in preparing affidavits in regards to the MRR assessments.
- i) As requested by the CBSA, the Nurse must contribute to the development or revision of manuals, information packages and guidelines in relation to MRR assessments in order to ensure that the process is clear, efficient and transparent.

## 17.0 MEDICAL REQUIREMENTS FOR REMOVAL BUSINESS PROCESS

The following represents the basic business process by which MRR assessments will be received, reviewed, determined and delivered between the CBSA and the Contracted medical services personnel. Additional steps may be added or required as needed by the CBSA.

The *CBSA officer* will send the MRR request via email (fax will be used when large requests are received) to the MRR generic mailbox.

1. The *Registered Nurse* will review all documents received from the foreign national and their medical doctor, including any medical documentation submitted in the request for MRR assessments.
2. The *Registered Nurse* will enter the MRR request and all relevant information into the MRR database or tracking log and present the information to the *Physician*.
3. If necessary, the *Physician* or *Registered Nurse* will request additional information via email to the respective CBSA officer, using the MRR generic mailbox.
4. The *Physician* may contact the foreign national's physician by telephone should additional information be required to finalize the MRR assessment.
5. The *Registered Nurse* will file phone call notes in the foreign national's file.
6. The *Physician* will undertake extra case work resulting from inquiries from the regions.
7. The *Registered Nurse* will update the database when information is received via phone, email or fax from the *Physician*, the CBSA officer or a third party.
8. The *Physician* will consult with and obtain information and documentation from Canadian and international sources to assist in the issuance of an MRR assessment, when required.



9. The *Physician* will consult with medical professionals regarding medical reports when required.
10. The *Physician* will identify medical conditions and finalize the MRR assessment on the necessity, if any, for medical requirements to facilitate the removal.
11. The *Registered Nurse* will update the database with the MRR assessment results and file the written report.
12. The *Registered Nurse* will provide the CBSA officer with the MRR assessment via the MRR generic mailbox.

The final decision on the MRR to be used during removal rests with the CBSA officer.

## **18.0      MANAGEMENT OVERSIGHT AND ADMINISTRATIVE SPECIFICATIONS**

### **18.1      Management Oversight for Medical Requirements for Removal**

Prior to the start date of the Contract, the Contractor must submit in writing to the CBSA the name of one management representative and one alternate who is authorized to act for the Contractor in every detail at all times. This person must be made available, at no extra cost to the CBSA, for impromptu meetings at the CBSA's request within one (1) business days' notice, and must also be available for regularly scheduled meetings upon the request of the CBSA. This person may or may not be one of the medical services personnel proposed under this Contract. These meetings may be requested in person or via teleconference.

The Contractor must provide management oversight for all medical services personnel and ensure their compliance to all tasks outlined under this SOW as it pertains to assessments for medical requirements for removal.

### **18.2      Back-Up Support**

The Contractor must provide properly trained, security cleared, back-up support for illness, holidays and/or other absences.

When back-up support is required, the Contractor must provide it within four (4) hours' notice.

The Contractor must expect that occasionally, emergencies or other unforeseen situations or pre-planned special projects may require additional medical services personnel beyond the level of the base number. It is the CBSA's expectation and a requirement of this Contract that the Contractor be prepared at all times to provide additional personnel, as may have been provided for in the Contractor's bid submission, to cover any of these extra responsibilities.

### **18.3      Provisions for Additional Coverage and Excess Hours**

The Contractor must remain aware that the number of MRR assessments may fluctuate on a daily basis. At the request of the CBSA, the Contractor must adjust coverage to meet the fluctuation.

### **18.5      Administration of Medical Services Contract**



The Contractor will meet with the CBSA Headquarters on a quarterly basis. The purpose will be to discuss operational issues, identify gaps, and review processes with respect to assessments for medical requirements for removal, in order to ensure proper and consistent contract management as well as ensure operational effectiveness. All meetings will be held via teleconferences or as agreed to between the CBSA and the Contractor in person at a CBSA office, and will not be more than half a day.

The CBSA may request the presence of medical services personnel at these meetings, as appropriate.

## **18.6 Carriage of Medical Records and Disclosure of Information**

All medical records must be maintained in accordance with the standards of the College of Physicians and Surgeons of Ontario (or other province as appropriate), which includes, where appropriate, the eventual destruction of records.

The Contractor must additionally retain and maintain medical records in accordance with CBSA Security and classification protocols.

All records created or information collected by the medical services personnel must not, at any time, be used for any other purpose other than what is stated under this contract, unless otherwise authorized or directed by the CBSA. The CBSA may audit the security protocols of the Contractor at any time.

Sub-section 3(k) of the definition of personal information in the *Privacy Act*, states that the name of the individual who is or was performing services under a contract for a government institution is not personal information. As a result, the identities of staff working on assessments for medical requirements for removal may be available to the public if a request is made.

## **18.7 Tracking Time and Invoicing**

For the purposes of this Contract, a reporting period is referred to as one month starting the first (1<sup>st</sup>) of the month and ending the last day of the month (30<sup>th</sup>, 31<sup>st</sup>, or 28<sup>th</sup> in the case of February).

The Contractor must provide to the CBSA a signed time sheet for each resource assigned under the Contract for each reporting period. This time sheet must log the days and hours worked for the entire reporting period. The CBSA must be able to cross reference, for audit purposes the hours submitted on the time sheet with the total number of hours spent on each MRR assessment.

With the monthly time sheets and invoices, the Contractor must provide copy of the log listing all MRR assessments received and completed including the name and Identification number of each foreign national, and hours worked on each case for both personnel – the Nurse and the Physician.

## **18.8 Travel and Living Expenses**

The CBSA will not accept any travel and living expenses incurred by the Contractor in the performance of services under this Contract. The CBSA will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.

## **19.0 MEDICAL SERVICES PERSONNEL STANDARDS**

### **19.1 Professional Registration and Insurance**



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Solicitation: 1000323707

The Contractor must ensure that all medical services personnel obtain and keep current a professional registration from their respective College, as well as appropriate professional malpractice insurance consistent with the type of practice required under this SOW.



## 19.2 Language Capability

The Physician(s) and Nurse(s) must be fluently bilingual in French and English written and spoken English.

The Physician should provide the CBSA with MRR assessments in the language requested by the CBSA, where possible.

## 19.3 Code of Conduct

The Contractor and its personnel are expected to respect the spirit of the Values and Ethics Code for the Public Service and the Treasury Board of Canada Secretariat (TBS) Code of Conduct both on and off duty.

The Contractor must ensure that a process exists to ensure that all medical services personnel disclose having a potential employment conflict of interest, which is defined as having private interests that could improperly influence the performance of his or her official duties and responsibilities, or which the individual uses for his or her personal gain. Some examples of such a conflict of interest include, but are not limited to the following: an individual working at the Toronto IHC has family, relatives, friends or associates that are under enforcement action under IRPA, or has an application related to immigration status under IRPA such as a sponsorship or appeal to the IRB, or an application at the CBSA or Citizenship and Immigration Canada office outside Canada, or any other situation where a real or perceived conflict may arise. The Contractor must advise the CBSA of the method of disclosure it puts in place, and advise the CBSA of any disclosures so made to the Contractor.

The Contractor must inform the CBSA when medical services personnel are being investigated by the police, charged or is/has been detained.

All medical services personnel must sign the “Non-Disclosure” as provided in **Annex F**.

## 19.4 Personnel Suitability and Acceptability by the CBSA

If any of the medical services personnel are subsequently considered by the CBSA to be unsuitable due to performance or not meeting the specifications of the contract, upon notification from the CBSA, the Contractor must immediately remove and replace them with personnel acceptable to the CBSA.

The CBSA reserves the right to determine the suitability for assignment, and if so desired, have any personnel removed from the contract.

Any failure to comply with the requirements of this Contract may result in default.

Refer to Part 3, Article 21.3 “*Replacement of Personnel based on Poor Performance*” for additional information related to the rejection or removal of personnel for non-compliance.

## 20.0 TRAINING

The Contractor must provide and maintain properly trained and security cleared medical services personnel, and must provide back-up support to cover for illness, holidays or other absences of medical services personnel as required.



All medical services personnel will be trained within two (2) weeks of starting their positions. Training will be provided by the CBSA during normal working hours, and will be a maximum of two (2) days (approximately 7.5 hours per day).

The services will be paid in accordance with the regular hourly rate as defined in Annex B-Basis of Payment.

Training topics will include, but are not be limited to:

- The Access to Information and Privacy Act (ATIP); and
- The Immigration and Refugee Protection Act (IRPA) and its Regulations.

At the Contractor's expense, the Contractor ensure that resources are available for additional or ongoing training as required by the CBSA to a maximum of one (1) day (7.5 hours) per employee. This may include future training sessions developed and/or determined by the CBSA to be required of medical services personnel.

## **21.0 MEDICAL SERVICES PERSONNEL PERFORMANCE STANDARDS**

The CBSA employs performance management to ensure service standards are met by the Contractor and the medical services personnel.

### **21.1 Performance Evaluation**

Without restricting any other rights of Canada, the Contractor's performance, and that of medical services personnel will be evaluated by the review of the following by the CBSA:

- a) Response time (Whether MRR assessments are made within the agreed upon 48 hours from the date of the request. etc.).
- b) Availability to process urgent requests(under 48 hours)
- c) Any complaints received from CBSA officers in the GTA region, which will be documented electronically by the CBSA on a spreadsheet.
- d) Work performance.
- e) Other inspections for irregularities in operational management, as required.

The CBSA will immediately alert the Contractor of any critical deficiencies found by CBSA officials as a result of the above noted inspections, and the Contractor must take immediate remedial action to correct these deficiencies to CBSA's satisfaction within 48 hours.

### **21.2 Performance Issues with Medical Services Personnel**

The Contractor is expected to address performance-related issues directly with their medical services personnel in a timely manner and must advise the CBSA within 48 hours of actions taken to remedy issues.

Performance-related issues that cannot be resolved by the Contractor are to be brought to the attention of the CBSA.

### **21.3 Replacement of Personnel Based on Poor Performance**

#### *21.3.1 Rejection, Removal & Replacement of Medical Services Personnel*



The following conditions will be cause for an immediate request by the CBSA for the removal or replacement of medical services personnel from work assignments under this Contract:

- a) Substance dependence or other addiction for which the individual has not received or is not in the process of receiving treatment ie: active use;
- b) Emotional instability or mental disorders which are untreated or the individual chooses not to seek treatment for;
- c) Conviction for a criminal offense for which a pardon has not been granted;
- d) Persistent performance problems;
- e) Serious misconduct;
- f) Failure to follow required procedures as specified in this contract;
- g) Inadequate training or experience;
- h) Unacceptable licensing or loss of a license;
- i) Failure to maintain required certifications or licensing;
- j) Consuming alcohol or other illegal substances while on duty; and
- k) Infractions of a serious nature that would be governed by an expected Code of Conduct

If it is determined that a medical resource will be replaced, the following process should be undertaken:

- a) The Contractor must send a copy of the proposed replacement personnel's resume, alongside confirmation that they meet the mandatory technical evaluation criteria of the contract, to the CBSA Contracting Authority and Project Authority;
- b) The CBSA Project Authority will perform and document the technical evaluation of the proposed resource;
- c) If the resource is deemed to have met the requirements of the contract, CBSA security clearance will be initiated by the Contracting Authority.

No replacement personnel are to begin work under this contract until the above process is completed and security clearance has been granted by the Contracting Authority.



**Appendix 1 to Annex A**  
**CBSA IHC Standing Orders applicable for Contracted Medical Services at Toronto IHC**

**18.01.01 Medical Procedures**

- 18.01.02** CBSA has established the following guidelines for the intake, storage and dispensing of medications to detainees at the Immigration Holding Centre (IHC). These Standard Operating Procedures will assist the Security Company, contracted by CBSA for the operation of the IHC, in the proper procedures to be followed regarding detainee medication.
- 18.01.03** Any and all medication brought into the IHC by detainees must be logged and monitored during the detainee's time of detention. This includes all prescription medication, "over-the-counter" medication such as Tylenol and Aspirin, as well as vitamins, herbal remedies and supplements.
- 18.01.04** During the Admission process, medications accompanying the detainee will be logged on the [Property Receipt Form - Imm 5041B](#) (see Appendix Z) along with all other non-medical property seized.
- 18.01.05** The security officer will sign the Property Receipt Form, have the detainee sign the form, and give the yellow copy to the detainee. The pink copy will be retained in the Detainee IHC File kept in a cabinet in the Admissions and Discharge (A&D) room.
- 18.01.06** At the Admissions process, detainees must also complete and sign a [CBSA Detainee Medical Form](#) (see Appendix P) which will also be retained in the Detainee IHC File.
- 18.01.07** In addition, detainees must complete and sign a [Medication Release](#) Form (see appendix D).
- 18.01.08** All medications will be secured in a clear plastic property envelope, separate from non-medical property. The following information will be notated on the outside of the plastic envelope:
- Date of Admission
  - Detainee's name
  - FOSS #
  - Log #
  - Room #
- 18.01.09** The plastic envelope containing the medication will then be deposited in the box in the A&D room notated "New Admissions". An exception will be made for any medication which must be kept cold – it will be stored in the refrigerator in A&D overnight prior to medical review by the IHC Nurse in the following morning.
- 18.01.10 Review of Medication by IHC Medical Staff**
- 18.01.11** At the beginning of her shift, the IHC Nurse will review, in consultation with the Physician, the medication received and logged the previous day.
- 18.01.12** Detainee medical records maintained by Health staff at the IHC are private and not accessible to CBSA officials under the Access to Information and Privacy legislation. It is noted that some medication is difficult to identify due to language barriers, detainee lack of knowledge and other reasons.
- 18.01.13** After the medical review and record keeping, detainees' medication is returned to the secure cabinet in the A&D room for storage.





- 18.01.14      Medication Delivered for detainees after Admission to IHC**
- 18.01.15**      On occasion, medication will be delivered for a detainee by friends and family, after admission to the IHC. The following procedure should be observed in these circumstances:
- 18.01.16**      A [Property Intake Receipt](#) (see Appendix H) will be completed and signed by the family member/friend who delivered the medication. A copy of the family member/friend's identification will be taken and attached to the Receipt. A copy of the receipt will be given to the person who delivered the medication.
- 18.01.17**      The medication will be added to the pink copy of the [Property Receipt Form - Imm 5041](#) in the detainee's IHC file in the A&D room. Guards will sign and date the addition to this form.
- 18.01.18**      The medication will be added to the detainee's yellow copy of the [Property Receipt Form - Imm 5041](#). Both the guard and the detainee will sign and date the addition to this form.
- 18.01.19**      The new medication will be brought to the attention of the IHC medical staff for review as in the Initial Intake procedures.
- 18.01.20      Storage of Medication**
- 18.01.21**      All medication, after the review by the medical IHC staff, will be stored in a secure cabinet in the A&D Room. The only exception will be medication which must be kept cold – that medication will be stored in the refrigerator in A&D.
- 18.01.22**      In addition to medication brought to the IHC by detainees, a supply of the following items is available in the Security Supervisor's office:
- Tylenol
  - Pediatric Tylenol
  - Children's Gravol
  - Pepto Bismal
  - Ventilin Inhaler
  - Epi-pen
  - Glucometer
- 18.01.23      Dispensing of Medication during Health Care Operation Hours  
(0700-1300; 1700-2100)**
- 18.01.24**      During the Health Care Unit's hours of operation, all medication will be dispensed and recorded by the IHC nurse or the physician.
- 18.01.25      Dispensing of Medication outside Health Care Operation Hours (2100-0700; 1300-1700)**
- 18.01.26**      After the Health Care Unit's hours of operation, the following procedures will be followed:
- 18.01.27      Prescription Medication**
- 18.01.28**      The IHC Medical Staff will prepare the prescription medication for administering to detainees for the hours they are not present at the IHC.
- 18.01.29**      The IHC medical staff will place the detainee's medication in a small brown envelope and notate the following information on the outside of the envelope:
- Detainee's name
  - Room Number
  - Log Number
  - Date and time medication is to be dispensed and seal the envelope.



- 18.01.30**      The Medical Staff will put the sealed envelopes in the appropriate slots in the Security Supervisor's office for dispensing to the detainees.
- 18.01.31**      The Security Supervisor will maintain and complete an After-Hour Medical Supply Log Book indicating the detainee's name, date, and time the medication was delivered. The Log will be initialled by the Security Supervisor and the detainee to reflect that the medication was delivered to and taken by the detainee.
- 18.01.32**      It is the Security Supervisor's responsibility to ensure the envelopes containing the medication are delivered to detainees according to the instruction of Medical Staff.
- 18.01.33**      The Security Supervisor will verify the identity of the detainee prior to giving him/her the contents of the envelope and will observe the detainee taking the medication.
- 18.01.34**      The empty envelope will be returned to the Health Care Unit for verification purposes.
- 18.01.35**      **Non-Prescription Medication**
- 18.01.36**      Detainees' non-prescription medication stored and logged in a secure cabinet in the A&D Room, will be accessible to the detainees, after the initial review by Medical Staff.
- 18.01.37**      The [Medication Release Form](#) will be completed every time a detainee is given any medication.
- 18.01.38**      The Security Officers will monitor the frequency and regularity of the detainees' requests for non-prescription medication and report any unusual or anomalous occurrences to the Medical Unit Staff.



**Appendix 2 to Annex A**

**List of CBSA Forms applicable for Contracted Medical Services at Toronto IHC**

Form 1: Medical Screening Form

Form 2: Medical Release Form

Form 3: Emergency Contact Information



**FORM 1: MEDICAL SCREENING FORM**

Name: \_\_\_\_\_

Log #: \_\_\_\_\_

DOB: \_\_\_\_\_

Room #: \_\_\_\_\_

Country of birth: \_\_\_\_\_

File #: \_\_\_\_\_

Date of Admission: \_\_\_\_\_

Time: \_\_\_\_\_

Is this a jail transfer?

Yes

No

If "yes" provide name of jail or detention facility: \_\_\_\_\_

Contact # for transferring Institution: \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_



**FORM 2: MEDICATION RELEASE FORM**

I assume responsibility for taking any and all medication currently in my property/possession that I believe is necessary for health reasons. I am aware that the in-house physician or nursing staff may review such medication while I reside at the Toronto Immigration Holding Centre.

Name of Detainee (surname/given name): \_\_\_\_\_

Unit # \_\_\_\_\_ Room # \_\_\_\_\_ Log # \_\_\_\_\_

Name of Medication: \_\_\_\_\_

I am aware that Acetaminophen (Advil, Tempra, Tylenol brand names) is a commonly used over-the-counter painkiller. When taken as directed (one to two units every four to six hours) may alleviate pain from headaches, ear, throat or sinus infection, abdominal discomfort, strains, sprains and generalized body aches. If such pain does not respond well to such medication, I should be referred to a medical unit.

Note: Regular usage beyond 48 hours should be an indication that medical consultation should be sought.

I have read and fully understand the aforementioned information. **I am taking this medication at my own request, and I assume full responsibility regarding its consumption and of the risks associated with it.**

\_\_\_\_\_  
Signature of Detainee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time



**FORM 3: EMERGENCY CONTACT INFORMATION**

**Client Information**

Name: \_\_\_\_\_ FOSS ID: \_\_\_\_\_  
 Citizenship: \_\_\_\_\_ DOB: \_\_\_\_\_  
 Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Contact 1**

Name: \_\_\_\_\_ Relationship to Client: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Alternate Phone #: \_\_\_\_\_  
 Address: \_\_\_\_\_

**Contact 2**

Name: \_\_\_\_\_ Relationship to Client: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Alternate Phone #: \_\_\_\_\_  
 Address: \_\_\_\_\_

Refused to provide information

Unable to provide information

I, \_\_\_\_\_, give permission for CBSA to contact the above named individual(s) in case of an emergency and share my personal information if needed.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE



**ANNEX "B"  
BASIS OF PAYMENT**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

**1.0 Firm Lot Price and Professional Fees – Medical Services at the Toronto IHC**

**1.1 Firm Lot Price – Hourly rate**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm lot price per hour, as per Tables 1 - 3.

**Table 1: Firm Lot Price per Hour to cover:**

Physician: A four (4) hour period, three (3) days per week

AND

Any other expenses incurred or encountered in the performance of the work as detailed in Annex A – Statement of Work (eg: stocking of medical supplies, office supplies, equipment etc...)

Year 1: Contract Award to March 31, 2016	\$	Per Hour
Year 2: April 1, 2016 to March 31, 2017	\$	Per Hour
Option Period 1: April 1, 2017 to June 30, 2017	\$	Per Hour
Option Period 2: July 1, 2017 to September 30, 2017	\$	Per Hour

**Table 2: Firm Lot Price per Hour to cover:**

Registered Nurse: A twelve (12) hour period, seven (7) days per week

AND

Any other expenses incurred or encountered in the performance of the work as detailed in Annex A – Statement of Work (eg: stocking of medical supplies, office supplies, equipment etc...)

Year 1: Contract Award to March 31, 2016	\$	Per Hour
Year 2: April 1, 2016 to March 31, 2017	\$	Per Hour
Option Period 1: April 1, 2017 to June 30, 2017	\$	Per Hour
Option Period 2: July 1, 2017 to September 30, 2017	\$	Per Hour

**Table 3: Firm Lot Price per Hour to cover:**

Psychiatrist: A six (6) hour period, one (1) day per week

AND

Any other expenses incurred or encountered in the performance of the work as detailed in Annex A – Statement of Work (eg: stocking of medical supplies, office supplies, equipment etc...)

Year 1: Contract Award to March 31, 2016	\$	Per Hour
Year 2: April 1, 2016 to March 31, 2017	\$	Per Hour
Option Period 1: April 1, 2017 to June 30, 2017	\$	Per Hour
Option Period 2: July 1, 2017 to September 30, 2017	\$	Per Hour

**1.2 Professional Fees – Fixed Rates over and above base hours of work**

The Contractor will be paid all-inclusive fixed rates as follows:

**Table 4: All-inclusive fixed hourly rate above base minimum to cover:**

Physician: At the request of the CBSA, services provided over and above the base requirement of twelve (12) hours per week (4 hours per day \* 3 days per week)



Year 1: Contract Award to March 31, 2016	\$	Per Hour
Year 2: April 1, 2016 to March 31, 2017	\$	Per Hour
Option Period 1: April 1, 2017 to June 30, 2017	\$	Per Hour
Option Period 2: July 1, 2017 to September 30, 2017	\$	Per Hour

**Table 5: All-inclusive fixed hourly rate above base minimum to cover:**

Registered Nurse: At the request of the CBSA, services provided over and above the base requirement of eighty four (84) hours per week. (12 hours per day \* 7 days per week)

Year 1: Contract Award to March 31, 2016	\$	Per Hour
Year 2: April 1, 2016 to March 31, 2017	\$	Per Hour
Option Period 1: April 1, 2017 to June 30, 2017	\$	Per Hour
Option Period 2: July 1, 2017 to September 30, 2017	\$	Per Hour

**Table 6: All-inclusive fixed hourly rate above base minimum to cover:**

Psychiatrist: At the request of the CBSA, services provided over and above the base requirement of six (6) hours per week. (6 hours per day \* 1 day per week)

Year 1: Contract Award to March 31, 2016	\$	Per Hour
Year 2: April 1, 2016 to March 31, 2017	\$	Per Hour
Option Period 1: April 1, 2017 to June 30, 2017	\$	Per Hour
Option Period 2: July 1, 2017 to September 30, 2017	\$	Per Hour

If any resource is requested by the CBSA to attend the Toronto IHC on an unscheduled visit outside of the base requirement, the CBSA will pay the Contractor a minimum of two (2) hours of work per visit at the rates of pay defined in Annex B, Article 1.2. Any service provided in excess of the initial two (2) hours will be paid at the same fixed hourly rate as defined in Annex B, Article 1.2.

**Firm Lot Price and Professional Fees – Assessments for Medical Requirements for Removal**

**2.1 Firm Lot Price – Hourly rate**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm lot price per hour, as per Tables 7 - 8.

**Table 7: Firm Lot Price per Hour to cover:**

Physician: hours worked in accordance with the requirements of Annex A – Statement of Work to a maximum of 8 hours per day

AND

Any other expenses incurred or encountered in the performance of the work as detailed in Annex A – Statement of Work (eg: office supplies, equipment etc...)

Year 1: Contract Award to March 31, 2016	\$	Per Hour
Year 2: April 1, 2016 to March 31, 2017	\$	Per Hour
Option Period 1: April 1, 2017 to June 30, 2017	\$	Per Hour
Option Period 2: July 1, 2017 to September 30, 2017	\$	Per Hour

**Table 8: Firm Lot Price per Hour to cover:**

Registered Nurse: hours worked in accordance with the requirements of Annex A – Statement of Work to a maximum of 8 hours per day

AND





Any other expenses incurred or encountered in the performance of the work as detailed in Annex A – Statement of Work (eg: office supplies, equipment etc...)

Year 1: Contract Award to March 31, 2016	\$	Per Hour
Year 2: April 1, 2016 to March 31, 2017	\$	Per Hour
Option Period 1: April 1, 2017 to June 30, 2017	\$	Per Hour
Option Period 2: July 1, 2017 to September 30, 2017	\$	Per Hour

**2.2 Professional Fees – Fixed Rates over and above base hours of work**

The Contractor will be paid all-inclusive fixed rates as follows:

**Table 9: All-inclusive fixed hourly rate above base minimum to cover:**

Physician: Services provided in accordance with Annex A – Statement of Work in excess of 8 hours per day.

Year 1: Contract Award to March 31, 2016	\$	Per Hour
Year 2: April 1, 2016 to March 31, 2017	\$	Per Hour
Option Period 1: April 1, 2017 to June 30, 2017	\$	Per Hour
Option Period 2: July 1, 2017 to September 30, 2017	\$	Per Hour

**Table 10: All-inclusive fixed hourly rate above base minimum to cover:**

Registered Nurse: Services provided in accordance with Annex A – Statement of work in excess of 8 hours per day.

Year 1: Contract Award to March 31, 2016	\$	Per Hour
Year 2: April 1, 2016 to March 31, 2017	\$	Per Hour
Option Period 1: April 1, 2017 to June 30, 2017	\$	Per Hour
Option Period 2: July 1, 2017 to September 30, 2017	\$	Per Hour



**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**

**See Attached**



**ANNEX "D" to PART 5 - BID SOLICITATION  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



## ANNEX "E" INSURANCE REQUIREMENTS

### E.1 Commercial General Liability Insurance

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 \$5,000,000 per accident or occurrence and in the annual aggregate.
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 Public Works and Government Services 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.
  - m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - o) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - p) Litigation Rights: 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

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.

- q) The Policy must be extended to cover food poisoning.



**Annex "F"**

**Non-Disclosure Agreement**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



**Annex "G"  
Evaluation Criteria**

**1.1 Technical Evaluation**

**1.1.1 Mandatory Technical Criteria**

**MANDATORY CRITERIA**

Bids will be evaluated in accordance with all the mandatory evaluation criteria defined below. Failing to adequately respond to all mandatory requirements will be considered non-compliant and will be excluded from further consideration.

The Bidder must clearly demonstrate how the proposed resources meet the technical criteria and should submit the necessary documentation in their bid to support compliance with the technical requirements detailed below. Should the bidder fail to submit the necessary documentation to support compliance with the technical criteria, CBSA will allow a 48 hour turnaround time, upon request of these documents to be deemed compliant.

#	MANDATORY CRITERIA	CBSA Use Only Met / Not Met
<b>M1</b>	<p>The Bidder must submit a Business Plan that demonstrates appropriate management plans for each of the elements listed below.</p> <p>The Bidder must include information that differentiates between two requirements:</p> <ul style="list-style-type: none"> <li>• Part 1: Medical Services at the Toronto IHC; and</li> <li>• Part 2: Assessments of Medical Requirements for Removal.</li> </ul> <p><b>Part 1: Medical Services at the Toronto IHC</b></p> <p>The plan must include the following:</p> <ol style="list-style-type: none"> <li>a) Contract management and client relationship management plan.</li> <li>b) Ongoing personnel capacity management plan. This includes recruitment and staffing of key positions.</li> <li>c) Risk and Issue Management processes and procedures.</li> <li>d) A proposed Transition plan from contract award to in-service date.</li> <li>e) Internal conduct review processes.</li> </ol> <p><b>Part 2: Assessments of Medical Requirements for Removal</b></p> <p>The plan must include the following:</p> <ol style="list-style-type: none"> <li>a) Contract management and client relationship management plan.</li> <li>b) Ongoing personnel capacity management plan. This includes recruitment and staffing of key positions.</li> <li>c) Internal conduct review processes.</li> </ol>	
<b>M2</b>	<p>The Bidder must demonstrate a minimum of five (5) years of experience in the last seven (7) years in the provision of medical services. (This includes experience management a private practice)</p>	
<b>M3</b>	<p>The Bidder must submit resumes for each medical service personnel (Physician, Registered Nurse, and Psychiatrist) proposed under this Contract.</p> <p>The Bidder must include information that differentiates between two requirements:</p> <ul style="list-style-type: none"> <li>• Part 1: Medical Services at the Toronto IHC; and</li> <li>• Part 2: Assessments of Medical Requirements for Removal.</li> </ul>	



All proposed personnel must meet the minimum experience requirements as defined below and further specified within "Annex A, Statement of Work, Part 2, Article 10.2 *Medical Services Personnel Qualifications*" and Part 3, Article 16.2 *Medical Services Personnel Qualifications*".

**Part 1: Medical Services at the Toronto IHC**

*Physician Qualifications (x1 position)*

- The Physician(s) must be, and remain licensed to practice as a physician in the Province of Ontario.
- The Physician(s) must have a minimum of five (5) years within the last seven (7) of family practice or emergency medical experience.
- The Physician(s) must provide proof of valid professional liability insurance according to the requirements of the Canadian Medical Protective Association.

*Registered Nurse Qualifications (x1 position)*

- The Nurse(s) must be licensed to practice nursing as a registered nurse in the Province of Ontario.
- The Nurse(s) must have a minimum experience of five (5) years within the last seven (7) in nursing at the RN level.
  - A minimum of three (3) years of these five (5) years must be in a clinical or hospital environment in a medical ward or surgical ward or emergency ward.
- The Nurse(s) must be certified in Advanced Cardiovascular Life Support (ACLS).
- Nurses must have demonstrated knowledge of public health issues and of the appropriate management of Public Health issues and escalate to proper authorities when necessary (i.e.: bed bugs, outbreaks).

*Psychiatrist Qualifications (x1 position)*

- The Psychiatrist must be licensed to practice in the Province of Ontario and hold the applicable valid licenses to practice psychiatry and administer medications.
- The Psychiatrist must have a minimum of three (3) years' experience within the last five (5) in a medical setting.
- The Psychiatrist must specialize in areas such as, but not limited to, patients suffering from trauma and Post-Traumatic Stress Disorder (PTSD).

**Part 2: Assessments of Medical Requirements for Removal**

*Physician Qualifications (x1 position)*

- The Physician(s) must be licensed to practice as a physician in at least one Province or Territory in Canada, provided that it is the Province or Territory in which the Physician operates his or her practice.





	<ul style="list-style-type: none"> <li>• The Physician(s) must have a minimum of two (2) years within the last five (5) of family practice or emergency medical experience.</li> <li>• The Physician(s) must provide proof of valid professional liability insurance according to the requirements of the Canadian Medical Protective Association.</li> <li>• The Physician must demonstrate previous experience in the analysis, interpretation and assessment of complex medical documentation.</li> <li>• The Physician must demonstrate previous experience in providing functional advice, direction and medical expertise to internal and external stakeholders.</li> <li>• The Physician must demonstrate previous experience leading a multidisciplinary work team, including conducting background research and analyzing complex issues.</li> <li>• The Physician must demonstrate previous experience developing recommendations, presentations, preparing reports or briefings.</li> </ul> <p><i>Registered Nurse Qualifications(x1 position)</i></p> <ul style="list-style-type: none"> <li>• The Nurse(s) must be licensed to practice nursing as a Registered Nurse in at least one Province or Territory in Canada, provided that it is the Province or Territory in which the Nurse operates his or her practice.</li> <li>• The Nurse(s) must have a minimum of two (2) years' experience within the last five (5) as an RN.</li> <li>• The Nurse(s) must have demonstrated previous experience in analyzing complex issues and files in a nursing capacity.</li> </ul>	
<b>M4</b>	<p>The Bidder must submit two (2) references. The following must be provided for each reference:</p> <ul style="list-style-type: none"> <li>• Name of firm/person and address</li> <li>• Contact information</li> <li>• Location where services were provided</li> <li>• Relationship to Bidder and period of service</li> </ul>	

**1.1.2 Point Rated Technical Criteria**

In addition to assessing the ability to meet all of the mandatory criteria, bids will be evaluated on their capacity to exceed the minimum required specifications and standards in each of the areas detailed below. Bidders are advised to provide enough content on each of these areas in their Technical Proposal to satisfy the minimum requirement of **70%** cumulative overall rating (294/420).

Bids will be assessed to account for both contract components and requirements:

- Part 1: Medical Services at the Toronto IHC; and
- Part 2: Assessments for Medical Requirements for Removal

For each rated criterion, where a maximum number of points are shown and the Multiplication Factor is N/A, evaluators may award any whole number within a range of points from 0 up to a maximum of 10 points. For the rated criterion where the Multiplication Factor is provided, a scoring grid will be utilized where each rated criterion will be rated from 1 – 10. This figure will be multiplied by the factor provided in the criterion to provide a figure out of the total points available in the criterion. For instance, a score of



6/10, where the total point available is 30 and multiplied by a factor of 3, will be a total of 18/30 points awarded.

For technical criteria R7 to R11 the following rating table will be used:

0 Does not meet	2 Inferior	4 Weak	6 Average	7 Meets	8 Surpasses	10 Excellent
Subject is not addressed	Does not understand content or subject  Addresses almost no primary or secondary criteria as defined  Demonstrates clear deficiencies and gaps  The deficiencies and gaps observed could greatly influence service delivery  Little of the response is appropriate  Generally inferior submission: inappropriate; incorrect; elementary; weak; ill informed	Demonstrates deficiencies and gaps in numerous primary and secondary criteria  The deficiencies and gaps observed could influence a portion of service delivery  Non pertinent, inappropriate, inferior, frequent errors, lacks confidence  Understands very little of the subject  Omits large numbers of important information  Illogical flow and submission	Demonstrates deficiencies and gaps in at least one primary criteria  The deficiencies and gaps observed could influence certain aspects of service delivery  Some errors identified  Understands a bit of the subject matter but not sufficiently to ensure service delivery to the expected level  Addresses some key elements, however omits secondary criteria where certain elements would be essential in the service delivery	Demonstrates only a few deficiencies and gaps, but nothing that would be of great importance  Sufficient, competent, appropriate, efficient, well founded, correct submission  Understands the subject matter well  Most of the primary and secondary points are well addressed in a logical manner	Very competent, consistent, qualified, efficient, strong, rigorous and solidly founded submission  Above average understanding of the subject matter  All primary and secondary elements are very well addressed and in a very logical manner	No deficiencies or gaps exist. Solid, high quality, remarkable, error free, well documented, informed and exact submission  Exceptional understanding of the subject matter  All primary and secondary elements are exceptionally addressed and in an above average logical flow.

CBSA Use Only				
#	Rated Criteria	Bidder reference where criterion demonstrated or supported	Maximum Score: Overall and Per Element	Total Mark received
<b>Evaluation of the bidder's experience and capabilities as an organization (maximum 60 points)</b>				



#	Rated Criteria	Bidder reference where criterion demonstrated or supported	CBSA Use Only	
			Maximum Score: Overall and Per Element	Total Mark received
R1	<p><b>Years of Service:</b> Indicate the number of years of experience as a medical agency or as an independent medical professional.</p> <p>Proof: Provide the articles of incorporation attesting to the number of years the company has been in business or certification of a medical designation.</p>		<p>5 years minimum = 0 points</p> <p>5 years to 7 years less a day = 40 points</p> <p>7 years to 10 years less a day = 50 points</p> <p>10 years or more = 60 points</p>	<b>/ 60</b>
<p><b>Requirements for Medical Services Personnel</b></p> <p><b>Part 1: Medical Services at the Toronto IHC</b></p> <p><b>Evaluation of the experience of Medical Services Personnel who will be assigned to the Contract (Maximum points 135 points)</b></p>				
R2	<p><b>Physician (Maximum 50 points)</b> <b>(Reference Annex A, Part 2, Article 10.2.1)</b></p> <p>Provide the resume of the Physician who will be assigned to the Contract</p> <p>In order for points to be awarded the following must be included in the resume:</p>			
	a) Experience in the medical field		<p>6 years less a day of experience = 10 points</p> <p>8 years less a day of experience = 15 points</p> <p>10 years less a day of experience = 20 points</p> <p>10 years and more, of experience = 25 points</p>	<b>/ 25</b>
	b) Experience in medical family practice		<p>6 years less day of experience = 5 points</p> <p>8 years less a day of experience = 7 points</p> <p>10 years less a day of experience = 12 points</p> <p>10 years and more of</p>	<b>/ 15</b>



#	Rated Criteria	Bidder reference where criterion demonstrated or supported	CBSA Use Only	
			Maximum Score: Overall and Per Element	Total Mark received
			experience = 15 points	
	c) Experience in emergency medical environment		6 years less a day, of experience = 5 points  8 years less a day of experience = 7 points  10 years less a day of experience = 8 points  Over 10 years of experience = 10 points	<b>/ 10</b>
<b>R3</b>	<b>Registered Nurse (Maximum 35 points)</b> <b>(Reference Annex A, Part 2, Article 10.2.2)</b>  Provide a resume for the Registered Nurse who will be assigned to the Contract.  In order for points to be awarded the following must be included in the resume:			
	a) Experience practicing nursing (ie: RN, RPN or Nurse Practitioner)		6 years less a day of experience = 10 points  8 years less a day of experience = 15 points  10 years less a day of experience = 20 points  10 years and more, of experience = 25 points	<b>/ 25</b>
	b) Experience in a clinical or hospital medical or surgical ward.		4 years less a day of experience = 5 points  5 years less a day of experience = 7 points  5 years and over, of experience = 10 points	<b>/ 10</b>
<b>R4</b>	<b>Psychiatrist (Maximum 50 points)</b> <b>(Reference: Annex A, Part 2, Article 10.2.3)</b>  Provide a resume for the Psychiatrist who will be assigned to the Contract.			



#	Rated Criteria	Bidder reference where criterion demonstrated or supported	CBSA Use Only	
			Maximum Score: Overall and Per Element	Total Mark received
In order for points to be awarded the following elements must be included in the resume:				
	a) Experience in the psychiatric field		4 years less a day, of experience = 10 points 6 years less a day, of experience = 15 points 8 years less a day of experience = 20 points 8 years and over, of experience = 25 points	<b>/ 25</b>
	b) Experience dealing with patients who have experienced trauma		4 years less a day of experience = 5 points 5 years less a day of experience = 10 points 5 years and over, of experience = 15 points	<b>/ 15</b>
	c) Experience dealing with patients with PTSD		4 years less a day of experience = 5 points 5 years less a day of experience = 7 points 5 years and over, of experience = 10 points	<b>/ 10</b>
<b>Requirements for Medical Services Personnel</b>				
<b>Part 2: Assessments for Medical Requirements for Removal (MRR)</b>				
<b>Evaluation of the experience of Medical Services Personnel who will be assigned to the Contract (Maximum points 75 points)</b>				
<b>R5</b>	<b>Physician (Maximum 50 points)</b> <b>(Reference Annex A, Part 3, Article 16.2.1)</b>  Provide the resume of the Physician who will be assigned to the Contract  In order for points to be awarded the following must be included in the resume:			
	a) Experience in the medical field		3 years less a day of experience = 10 points  4 years less a day of experience = 15 points	<b>/ 25</b>



#	Rated Criteria	Bidder reference where criterion demonstrated or supported	CBSA Use Only	
			Maximum Score: Overall and Per Element	Total Mark received
			5 years less a day of experience = 20 points	
			5 years and more, of experience = 25 points	
	b) Experience in medical family practice		3 years less day of experience = 5 points 4 years less a day of experience = 7 points 5 years less a day of experience = 12 points 5 years and more of experience = 15 points	/ 15
	c) Experience in emergency medical environment		3 years less a day, of experience = 5 points 4 years less a day of experience = 7 points 5 years less a day of experience = 8 points Over 5 years of experience = 10 points	/ 10
<b>R6</b>	<p><b>Registered Nurse (Maximum 25 points)</b> <b>(Reference Annex A, Part 3, Article 16.2.2)</b></p> <p>Provide a resume for the Nurse who will be assigned to the Contract.</p> <p>In order for points to be awarded the following must be included in the resume:</p>			
	c) Experience practicing as a nurse (ie: RN, RPN, Nurse Practitioner)		3 years less a day of experience = 10 points 4 years less a day of experience = 25 points 5 years less a day of experience = 40 points	/ 25



#	Rated Criteria	Bidder reference where criterion demonstrated or supported	CBSA Use Only	
			Maximum Score: Overall and Per Element	Total Mark received
			5 years and more, of experience = 50 points	
<b>Evaluation of Bidders Business Process Plans (Maximum 150 points)</b>				
R7	<p>Points will be awarded to bids based on their ability to demonstrate and provide a detailed Business Process Plan that includes a section dedicated to <b>Contract Management and Client Relationship Management</b>.</p> <p>The Bidder must include a plan that <u>differentiates between the two requirements</u>:</p> <ul style="list-style-type: none"> <li>Part 1: Medical Services at the Toronto IHC; and</li> <li>Part 2: Assessments for MRR</li> </ul> <p>Bidders are asked to articulate how they will manage this Contract from award through to contract completion and how they will ensure continuity in service, ensure effective and open communications with the client, how they will manage contract issues etc.</p> <p><b>Up to 10 points will be awarded according to the matrix and multiplied by a factor of 3.</b></p>			/ 30
R8	<p>Points will be awarded to bids based on their ability to demonstrate and provide a detailed Business Process Plan that includes a section dedicated to <b>Ongoing Personnel Capacity management</b>.</p> <p>The Bidder must include information that <u>differentiates between the two requirements</u>:</p> <ul style="list-style-type: none"> <li>Part 1: Medical Services at the Toronto IHC; and</li> <li>Part 2: Assessments for MRR</li> </ul> <p>Bidders are asked to articulate how they will manage staffing, recruitment of qualified personnel, personnel turn-over, and ongoing personnel requirements.</p>			/ 30



#	Rated Criteria	Bidder reference where criterion demonstrated or supported	CBSA Use Only	
			Maximum Score: Overall and Per Element	Total Mark received
	<b>Up to 10 points will be awarded according to the matrix and multiplied by a factor of 3.</b>			
R9	<p>Points will be awarded to bids based on their ability to demonstrate and provide a detailed Business Process Plan that includes a section dedicated to <b>Risk and Issue Management Strategy</b>.</p> <p>The Bidder must include information that pertains to <u>Part 1: Medical Staffing at the Toronto IHC only</u>.</p> <p>Bidders are asked to articulate how they will address medical risks and manage issues from contract award through to contract close out. This includes escalation of medical issues and risks to CBSA, management of risks as a result of not being able to meet staffing requirements etc...</p> <p><b>Up to 10 points will be awarded according to the matrix and multiplied by a factor of 3.</b></p>			/ 30
R10	<p>Points will be awarded to bids based on their ability to demonstrate and provide a detailed Business Process Plan that includes a section dedicated to a <b>Transition Plan</b>.</p> <p>The Bidder must include information that pertains to <u>Part 1: Medical Staffing at the Toronto IHC only</u>.</p> <p>Bidders are asked to articulate how they will manage the transition period from contract award to contract commencement date. This involves the possible transition of experience and workload from the current incumbent vendor if required.</p> <p><b>Up to 10 points will be awarded according to the matrix and multiplied by a factor of 3.</b></p>			/ 30





#	Rated Criteria	Bidder reference where criterion demonstrated or supported	CBSA Use Only	
			Maximum Score: Overall and Per Element	Total Mark received
R11	<p>Points will be awarded to bids based on their ability to demonstrate and provide a detailed Business Process Plan that includes a section dedicated to <b>Internal Conduct Review</b>.</p> <p>The Bidder must include information that <u>differentiates between the two requirements</u>:</p> <ul style="list-style-type: none"><li>• Part 1: Medical Services at the Toronto IHC; and</li><li>• Part 2: Assessments for MRR</li></ul> <p>Bidders are asked to articulate how they will identify and respond to internal incidents where incidents involve possible personnel misconduct.</p> <p><b>Up to 10 points will be awarded according to the matrix and multiplied by a factor of 3.</b></p>			/ 30



**Financial Evaluation**

**1.0 Mandatory Financial Evaluation**

- a) Prices must be submitted in accordance with Annex B, Basis of Payment. Bids that omit any price element for any of the firm contract years and the option periods will be deemed non-responsive and will not be considered any further.
- b) Prices submitted must be firm prices in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- c) When calculating the firm rates, bidders must consider all costs and any potential extra costs that may be incurred throughout the contract period, as no additional claims to Canada can be made.

**2.0 Basis of Selection – Lowest Price per Point**

2.1 To be declared responsive, a bid must:

- d) Be complete with all requirements of the RFP;
- e) Meet all mandatory technical evaluation criteria; and
- f) Obtain the required minimum 70% for the point rated technical evaluation criteria in Part 4 “Evaluation Procedure and Basis of Selection”, article 1.1.2 which are submitted to the point rating on a scale of 420 points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that purposes the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of contract. Only one (1) contract, if awarded, will be awarded to the responsive Bid that offers quality services and experience at the best value to Canada. Best value to Canada is defined as the responsive proposal with the lowest evaluated Price per Point.

Each bid’s Evaluated Price per Point is calculated by taking the bid’s Total Evaluated Bid Price and dividing it by the Total Points received in the point rated technical evaluation.

For example:

Total Evaluated Bid Price – Bid 1 = \$1,600,000

Total Points received in the technical evaluation = 320/420

Total Price per Point = \$1.6M / 320 = \$5,000 per point

The following chart will be completed by the Technical Authority and used for evaluation purposes only.

The hourly rates will be taken from the submission made in Annex B – Basis of Payment. Hours proposed in this chart are an estimate only and are not necessarily meant to represent the full requirement under this Contract.

**Year 1 – Contract Award to March 31, 2016**

	Year 1						
	Contract award to March 31, 2016						
Medical Services at the Toronto IHC	Rate	X	Level of effort / week (Hrs)	X	# weeks / year	=	Total Cost
Physician Hourly Rate	\$		12		52		\$
Registered Nurse Hourly Rate	\$		84		52		\$
Psychiatrist Hourly Rate	\$		6		52		\$
Physician Hourly Rate above base	\$		1		4		\$
Registered Nurse Hourly Rate above base	\$		1		4		\$
Psychiatrist Hourly Rate above base	\$		1		4		\$
Physician unscheduled visit minimum	\$		2		4		\$
Registered Nurse unscheduled visit minimum	\$		2		4		\$
Psychiatrist unscheduled visit minimum	\$		2		4		\$
<b>TOTAL Estimated Costs –</b>	\$						\$



<b>Medical Services at the Toronto IHC</b>						
<b>Medical Requirements for Removal</b>						
Physician Hourly Rate	\$		11.6		52	\$
Registered Nurse Hourly Rate	\$		8.2		52	\$
Physician Hourly Rate above base	\$		1		4	\$
Registered Nurse Hourly Rate above base	\$		1		4	\$
<b>TOTAL Estimated Costs – Medical Requirements for Removal</b>						\$
<b>TOTAL OVERALL EVALUATED CONTRACT PRICE</b>						\$

**Year 2 – April 1, 2016 to March 31, 2017**

	Year 2					
	April 1, 2016 to March 31, 2017					
<b>Medical Services at the Toronto IHC</b>	Rate	X	Level of effort / week (Hrs)	X	# weeks / year	= Total Cost
Physician Hourly Rate	\$		12		52	\$
Registered Nurse Hourly Rate	\$		84		52	\$
Psychiatrist Hourly Rate	\$		6		52	\$
Physician Hourly Rate above base	\$		1		4	\$
Registered Nurse Hourly Rate above base	\$		1		4	\$
Psychiatrist Hourly Rate above base	\$		1		4	\$
Physician unscheduled visit minimum	\$		2		4	\$
Registered Nurse unscheduled visit minimum	\$		2		4	\$
Psychiatrist unscheduled visit minimum	\$		2		4	\$
<b>TOTAL Estimated Costs – Medical Services at the Toronto IHC</b>						\$
<b>Medical Requirements for Removal</b>						
Physician Hourly Rate	\$		11.6		52	\$
Registered Nurse Hourly Rate	\$		8.2		52	\$
Physician Hourly Rate above base	\$		1		4	\$
Registered Nurse Hourly Rate above base	\$		1		4	\$
<b>TOTAL Estimated Costs – Medical Requirements for Removal</b>						\$
<b>TOTAL OVERALL EVALUATED CONTRACT PRICE</b>						\$



**Option Period 1 – April 1, 2017 to June 30, 2017 (3 months)**

	Option Period 1						
	April 1, 2017 to July 31, 2017						
Medical Services at the Toronto IHC	Rate	X	Level of effort / week (Hrs)	X	# weeks / year	=	Total Cost
Physician Hourly Rate	\$		12		52		\$
Registered Nurse Hourly Rate	\$		84		52		\$
Psychiatrist Hourly Rate	\$		6		52		\$
Physician Hourly Rate above base	\$		1		4		\$
Registered Nurse Hourly Rate above base	\$		1		4		\$
Psychiatrist Hourly Rate above base	\$		1		4		\$
Physician unscheduled visit minimum	\$		2		4		\$
Registered Nurse unscheduled visit minimum	\$		2		4		\$
Psychiatrist unscheduled visit minimum	\$		2		4		\$
<b>TOTAL Estimated Costs – Medical Services at the Toronto IHC</b>	\$						\$
<b>Medical Requirements for Removal</b>							
Physician Hourly Rate	\$		11.6		52		\$
Registered Nurse Hourly Rate	\$		8.2		52		\$
Physician Hourly Rate above base	\$		1		4		\$
Registered Nurse Hourly Rate above base	\$		1		4		\$
<b>TOTAL Estimated Costs – Medical Requirements for Removal</b>	\$						\$
<b>TOTAL OVERALL EVALUATED CONTRACT PRICE</b>	\$						\$

**Option Period 2 – July 1, 2017 to Sept 30, 2017 (3 month)**

	Year 1						
	Contract award to March 31, 2016						
Medical Services at the Toronto IHC	Rate	X	Level of effort / week (Hrs)	X	# weeks / year	=	Total Cost
Physician Hourly Rate	\$		12		52		\$
Registered Nurse Hourly Rate	\$		84		52		\$
Psychiatrist Hourly Rate	\$		6		52		\$
Physician Hourly Rate above base	\$		1		4		\$
Registered Nurse Hourly Rate above base	\$		1		4		\$
Psychiatrist Hourly Rate above base	\$		1		4		\$
Physician unscheduled visit minimum	\$		2		4		\$
Registered Nurse unscheduled visit minimum	\$		2		4		\$
Psychiatrist unscheduled visit minimum	\$		2		4		\$
<b>TOTAL Estimated Costs – Medical Services at the Toronto IHC</b>	\$						\$
<b>Medical Requirements for Removal</b>							
Physician Hourly Rate	\$		11.6		52		\$
Registered Nurse Hourly Rate	\$		8.2		52		\$
Physician Hourly Rate above base	\$		1		4		\$
Registered Nurse Hourly Rate above base	\$		1		4		\$
<b>TOTAL Estimated Costs – Medical Requirements for Removal</b>	\$						\$
<b>TOTAL OVERALL EVALUATED CONTRACT PRICE</b>	\$						\$