# RETURN BIDS TO : RETOURNER LES SOUMISSIONS À :

Bid Receiving - Réception des soumissions:

Mailroom Contracting & Materiel Services PO Box 1174 443 Union Street Kingston, ON K7L 2R8

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

## **Proposal to: Correctional Service Canada**

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

### Proposition à: Service Correctionnel du Canada

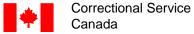
Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments — Commentaires:** 

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

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :
Telephone # — $N^o$ de Téléphone :
Fax # — No de télécopieur :
Email / Courriel :
GST # or SIN or Business # — $N^{\circ}$ de TPS ou NAS ou $N^{\circ}$ d'entreprise :
Fax # — No de télécopieur :  Email / Courriel :  GST # or SIN or Business # — N° de TPS

Title — Sujet:		
Institutional Dentist for Grand		
Solicitation No. — Nº. de l'invita	ation	Date
21465-15-18-2106576		05-June- 2015
Client Reference No. — Nº. de I	Référen	ce du Client
GETS Reference No. — Nº. de I	Référen	ce de SEAG
Solicitation Closes — L'invitation	on pren	d fin
at /à : 1400 EDT		
on / le: 17-July-2015		
F.O.B. — F.A.B.  Plant – Usine: Destination	. v	Other-Autre:
Figure – Usine. Destination	. Λ	Other-Autre.
Address Enquiries to — Soumer	ttre tou	tes questions à:
Edward Desormo		
PO Box 1174		
443 Union Street		
Kingston, ON K7L 2R8		
K/L ZK8		
Email: Edward.desormo@csc-scc.gc.	ca	
Telephone No. – Nº de téléphone:	Fax No	. – Nº de télécopieur:
(613) 536-4959	613) 5	45-4571
Destination of Goods, Services and	Constru	ction:
Grand Valley Institution for Womes Instructions: See Herein Instructions: Voir aux présentes	n, Kitch	ener Ontario
Delivery Required — Livraison exigée: See herein		ery Offered – Livrasion osée : Voir aux présentes
Name and title of person authorized		
Nom et titre du signataire autorisé o	_	
Name / Nom	Titl	e / Titre
Traine / Troin	110	o, muc
Signature	Dat	e
(6. )	1	1 /
(Sign and return cover page with		
Signer et retourner la page de cou	verture	avec la proposition)



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

## 1. Security Requirement

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

### 2. Statement of Work

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

## 3. Revision of Departmental Name

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

## 4. Debriefings

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

### 5. Procurement Ombudsman

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

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

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

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

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

### 2. Submission of Bids

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

#### 3. Communications – Solicitation Period

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business days before the bid closing date. Enquiries received after that time may not be answered.

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

## 4. Applicable Laws

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

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

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

### 1. Bid Preparation Instructions

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

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

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

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

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

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

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

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

### 2. Section I: Technical Bid

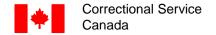
In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

#### 3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the pricing schedule detailed in **Annex B - Proposed Basis of Payment**. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

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



# 3.1 Exchange Rate Fluctuation

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

4. Section III: Certifications

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

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

## 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CSC will evaluate the bids.

#### 1.1 Technical Evaluation

## 1.1.1 Mandatory Technical Criteria

Proposals will be evaluated to determine if they meet all mandatory requirements outlined in **Annex D – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

#### 1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

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

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

## 2. Basis of Selection - Mandatory Technical Criteria

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

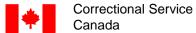
## 3. Security Requirement

- 3.1 Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 3.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3.3 For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations Instructions for Bidders" (http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31) document on the Departmental Standard Procurement Documents Website.

## 4. Insurance Requirement

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 article 11 of PART 6 – RESULTING CONTRACT CLAUSES.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



### **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

### 1. Certifications Precedent to Contract Award

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

## 1.1 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

#### 1.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

#### **Definitions**

For the purposes of this clause,

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

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

## Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force adjustment directive? **YES** ( ) **NO** ( ).

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including applicable taxes.

### 1.3 Status and Availability of Resources

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

### 1.5 Language Requirements - English

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

## 1.6 Education and Experience

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

#### Certification:

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

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

### 1. Security Requirement

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

#### 2. Statement of Work

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

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual issued by Public Works and Government Services Canada.

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

### 3.1 General Conditions

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

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

### 3.2 Supplemental General Conditions

SACC Manual Clause 4007 (2010-08-16), apply to and form part of the Contract.

## 3.3 Replacement of Specific Individuals

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

#### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from July 31, 2016 to July 11, 2016 inclusive.

## 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (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: Edward Desormo

Title: Regional Procurement & Contracting Officer

Correctional Service Canada Branch/Directorate: Ontario Region

Telephone: (613) 536-4959 Facsimile: (613) 545-4571

E-mail address: Edward.desormo@csc-scc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not

perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Project Authority

The Project Authority for the Contract is:

Name: Carry Byfield

Title: Chief Health Services Grand Valley Institution for Women

Correctional Service Canada

Branch/Directorate: Health services Grand Valley Institution

Telephone: 519-895-8146 Facsimile: 519-894-5434

E-mail address: carry.byfield@csc-scc.gc.ca

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

## 5.3 Contractor's Representative

The Authorized Contractor's I	Representative is:
Name: Title: Company: Address:	
Telephone: Facsimile: E-mail address:	
6. Payment	
6.1 Basis of Payment	
SACC Manual clause C0214	C (2013-04-25) Basis of Payment - Firm Hourly Rates
•	rm hourly rates as follows, for work performed in accordance with the excluded and applicable taxes are extra.
6.2 Limitation of Expenditu	ure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_.

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

Customs duties are excluded and Applicable Taxes are extra.

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.

#### 6.3 SACC Manual Clauses

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

## 6.4 Method of Payment

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

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract:
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

### 6.5 Travel and Living Expenses

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

## 7. Invoicing Instructions

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

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

#### 8. Certifications

## 8.1 Certification of Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the

Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 8.2 Replacement of Specific Individuals

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

### 9. Applicable Laws

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

## 10. Priority of Documents

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

- a) Articles of Agreement;
- b) General Conditions 2010B (2014-09-25) Professional Services (Medium Complexity)
- c) Supplemental General Conditions 4007 (2010-08-16) Canada to own Intellectual Property rights in foreground Information.
- d) Annex A, Statement of Work
- e) Annex B, Basis of Payment
- f) Annex C, Security Requirements Check List
- g) Annex D Evaluation Criteria
- h) Annex E Insurance Requirements
- i) Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

#### 11. Termination on Thirty Days Notice

- 11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

## 12. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in **Annex E – Insurance Requirements**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 13. Ownership Control

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

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

### 14. Closure of Government Facilities

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

## 15. Tuberculosis Testing

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

## 16. Compliance with CSC Policies

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

- 16.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 16.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

#### 17. Health and Labour Conditions

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

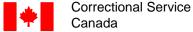
## 18. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

- 18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

### 19. Dispute Resolution Services

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



#### 20. **Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by ( the supplier or the contractor or the name of the entity awarded this contract) respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

## 21. Privacy

- 21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 21.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

## ANNEX A – Statement of Work

### 1. Introduction:

1.1 The Correctional Service Canada (CSC), Health Services requires Dental services for Grand Valley Institution for Women in the Ontario Region. The Contractor will provide Dental services to inmates and collaborate with the institution's multi-disciplinary health services team that includes but is not limited to, Nurses, Institutional Physicians, Psychologists, Dieticians and other allied health professionals.

## 2. Background:

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

## 3. Objective:

3.1 Provide and coordinate essential dental services to inmates at Grand Valley Institution for Women

## 4. Performance Standards:

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

#### 4.2 Dental Care:

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

4.3 Compliance with provincial/national dental guidelines.

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

- 4.4 The following is a list of key relevant legislation and CSC Policy/Guidelines but should not be considered an exhaustive list. CSC's policies and guidelines can be found on the CSC internet website at www.CSC-SCC.GC.ca or available in hard copy.
  - Corrections and Conditional Release Act Section 85 Health Care
  - Commissioner's Directive 800, Health Services
  - Guidelines 800-1 Hunger Strike: Managing an Inmate's Health
  - Commissioner's Directive 803, Consent to Health Service Assessment, Treatment and Release of Information
  - Commissioner's Directive 805, Management of Medication
  - Commissioner's Directive 821, Management of Infectious Diseases
  - Protocol 821-1, Post Exposure Protocol (PEP) and Managing Significant Exposure to Blood and/or Body Fluids
  - Commissioner's Directive 835, Health Care Records
  - Commissioner's Directive 840, Psychological Services
  - Commissioner's Directive 843, Management of Inmate Self-Injurious and Suicidal Behaviour
  - Commissioner's Directive 850. Mental Health Services
  - National Essential Health Services Framework
  - Emergency Medical Directives
  - CSC's Sterilization Quality Assurance Program in Health Facilities
  - National Formulary
  - Clozapine Protocol
  - Medication Reconciliation Guidelines
  - Neurontin (Gabapentin) Protocol
  - Procedures to Obtain Nutritional Supplements
  - Managing Medication Events Guidelines
  - Documentation for Health Services Professionals
  - Abbreviations for Health Services
  - Guidelines for Sharing Personal Health Information
  - Tuberculosis Prevention and Control Guidelines for Federal Correctional Institutions
  - Canadian Tuberculosis Standards (6<sup>th</sup> Edition)
  - Management of Viral Hepatitis Guidelines
  - CSC Sexually Transmitted Infections Clinical Practice Guidelines
  - Health Canada Canadian Guidelines on Sexually Transmitted Infections
  - Discharge Planning Guidelines: A Client Centred Approach
  - Clinical Discharge Planning and Community Integration Service Guidelines
  - Institutional Mental Health Services (Primary Care) Guidelines
  - Accreditation Standards and Required Organization Practices
- 4.5 Documentation on CSC Dental Records:
  - a) The Contractor must document all dental care in the inmate's Dental Record Folder in compliance with relevant legislation, professional standards of practice and CSC's Documentation for Health Services Professionals guidelines.
  - b) As an accountability and quality assurance measure, the Chief, Health Services will periodically review the Contractor's documentation for quality, consistency and completeness.

c) All of the inmates' Dental records must remain at the institution.

### 5. Tasks:

- 5.1 The Contractor must provide essential Dental services to inmates, as requested by the Chief Health Services, in accordance with the National Essential Health Services Framework, including any amendment to this Framework issued by CSC during the contract period and any optional period if and when exercised by CSC.
- 5.2 The Contractor must prepare dental clinic lists and appointment schedules triaged based on requisitions received and dental emergencies as they arise.
- 5.3 The Contractor, in his/her role as dentist, must manage all aspects of dental care services including coordination of care provided by dental specialists to inmates to ensure continuity and integration of care. This includes, but is not limited to, approval of all recommendations made by dental care providers outside of CSC.
- 5.4 The Contractor must document dental assessment, treatment, and consultations in the inmate's Dental Record Folder.
- 5.5 The Contractor must consult with the Chief Health Services regarding requirements for dental supplies and equipment. Any requests for equipment and supplies must be submitted to, and approved by, the Chief Health Services.
- 5.6 The Contractor must provide the following:
  - a) A Dental Assistant; and,
  - b) Backup personnel to ensure that there will not be any interruption in service and that Canada's operational requirements are met when the Contractor is unable to provide services (including but not limited to, due to vacation or illness).
- 5.7 The Contractor must supervise the activities of the Dental Assistants the Contractor is providing under this contract.
- 5.8 The tasks the Dental Assistants must perform include, but are not limited to the following:
  - a) Preparing the treatment/clinical area;
  - b) Cleaning and sterilization of instruments and hand pieces;
  - c) Passing instruments to the dentist or hygienist (Single and Two handed technique);
  - d) Making proper use of High Volume Evacuator within the Oral Cavity;
  - e) Preparing restorative materials;
  - f) Performing simple laboratory procedures such as the pouring and trimming of study models:
  - g) Maintaining supplies and equipment (stocks and replenishes supplies provided by CSC);
  - h) Monitoring Inventory of dental supplies and equipment;
  - Assessing emergency situations, being aware of, and able to implement, emergency protocols, being able to provide First Aid and CPR;
  - j) Assisting in maintaining emergency drug kits;
  - k) Interpreting Material Safety Data Sheets;
  - I) Conducting spore/biological indicator tests;
  - m) Recording data on patient's record or chart as directed by the Dentist;
  - n) Providing inmate education on oral health (extra-oral);
  - o) Providing instruction on care and maintenance of pre-fitted appliances; and
  - p) Obtaining Vital Signs.
- 5.9 The Contractor must ensure that dental instrument sterilization is done only by dental staff that is trained according to Provincial sterilization standards.

- 5.10 Recommendations for Non-formulary medication and Special Authorization Items:
  - a) The Contractor must ensure that:
  - Requests for non-formulary medications are made in accordance with CSC's National Formulary.
  - ii) Requests for Special Authorization items that are being recommended by the Contractor are made in accordance with CSC's Essential Health Services Framework.

## 6. Grievance and Investigation Processes:

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

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

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

## 8. Notification Requirements:

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

### 9. Security:

- 9.1 All equipment including communication devices the Contractor wishes to bring into the Institution must be approved by the Chief Health Services and CSC Security in advance.
- 9.2 As a visitor to a CSC correctional institution, the Contractor will be subject to local security requirements that can vary from moment to moment depending on inmate activities. The Contractor may be faced with delay or refusal of entry to certain areas at certain times although prior arrangements for access may have been made.

## 10. Language of Work:

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

#### 11. Hours of work:

- 11.1 The Contractor must provide inmate care during clinics held at Grand Valley Institution for Women up to a maximum of 6 hours per week.
- 11.2 In the event of an unexpected delay or cancellation of the clinic the Contractor will be paid an one hour charge calculated from the time the clinic was scheduled to begin.

- 11.3 In case of delays, the Chief Health Services reserves the right to cancel the remainder of the clinic at no additional cost to CSC.
- 11.4 The Chief, Health Services may, at his/her discretion, change the clinic schedule and number of hours per week during the course of the contract, including any options if and when exercised by CSC.
- 11.5 The Chief Health Services will notify the Contractor of any changes to clinic schedules a minimum of one week prior to implementation of the change.

## 12. Meetings:

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

## 13. Reporting Requirements:

- 13.1 As part of an effective ongoing oversight mechanism to ensure accountability, consistency, cost effectiveness and best practices specific to the needs of CSC's population, the Contractor must provide procedure information to the Chief Health Services once a month. The Contractor must use the template included as attachment 1 Dental Services Reporting Tool to this Annex.
- 13.2 At the request of the Chief, Health Services, the Contractor must produce or contribute to regional reporting.

### 14. Constraints:

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

## 15. Support to the Contractor:

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

Attachment 1: Dental Services Reporting Tool (next page)

Priority	Rating							
Emergency	A dental of specific t	emergency to the identificand distress	ied emerge	ency and th	e symptom	atic relief c	of the assoc	iated pain
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Routine	Treatr	nent of mild		atic or asym			itions & pre	eventive
No Show								
Dental Pro	coduros							
A1. Hemorrh		<u></u>						
A2. Immobili			ned by trai	ıma and/or	neridontal d	lisease		
B1. Administ				arria arrayor	pondontar	aloodoo		
C1. Dental s								
C2. Hygiene		teaching						
C3. Fluoride			ation					
C4. Root pla								
C5. Manager	ment of acu	ıte periodon	tal condition	ons				
D1. Complet	e Oral exar	mination and	d diagnosis	and treatm	nent plannir	ng once per	r 5 years	
D2. Recall ex								
D3. Specific/					and treatm	ent plannin	g	
E1. Bitewing				ıraphs				
E2. Full mou								
F1. Caries/pa			sedative dr	essings/pu	p capping	orocedures		
F2. Amalgan								
F3. Composi								
F4. Retentive	•		•	•				
G1. Root car						anterior 12	z teetn.	
G2. Opening H1. Acrylic p			s a separa	lie procedur	е			
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H3. Repairs/			ull denture	9				
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H5. Pre-deliv	•			ins/fittings)				
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I5. Oral patho								
I6. Incision a								
I7. Repair of								
I8. Treatmen		-						
J1. An excer	otion to the	standard se	ervices ma	v he reques	ted where t	the dentist	helieves it	is warrante

J1. An exception to the standard services may be requested where the dentist believes it is warranted

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

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

## 1.0 Contract Period (From July 31, 2015 to July 11, 2016)

#### 1.1 Professional Fees

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

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
1.1	Dental services (includes one Dental Assistant)		6 Hours per week/48 weeks per year	

# 2.0 Option to Extend the Term of the Contract

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

## 2.1 Professional Fees, Option period 1 (From July 12, 2016 to July 11, 2017)

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
		Α	В	C= A x B
2.1	Dental services (includes one Dental Assistant)		6 Hours per week/48 weeks per year	

## 2.2 Professional Fees, Option period 1 (From July 12, 2017 to July 11, 2018)

	RESOURCE NAME	QUOTED ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Level of Effort (hours)	Total (in Cdn \$)
·		Α	В	C= A x B
2.1	Dental services (includes one Dental Assistant)		6 Hours per week/48 weeks per year	

# 3.0 Cost Reimbursable Expenses

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

## 4.0 HST or GST

- 4.1 All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- 4.2 The estimated HST or GST of \$\_\_\_\_\_ (to be completed at contract award) is included in the total estimated cost shown on page 1 of this Contract. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or HST paid or due.

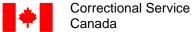
# Annex C – Security Requirement Check List

of Canada du Canada	ment	Contract Number / N	
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		Security Classificati	lcation de sécurité
			to
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Institutional Dentist			
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b) Will the supplier require access to unclassi	lified military technical data subject to the a	Vovisions of the Technical Data O	Non Oul
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Will the supplier and its employees require     Le fournisseur ainsi que les employés auro     (Specific the fournisseur)	Int-IIs acces a des renseignements ou à de	IED Information or assets? es biens PROTÉGÉS et/ou CLASS	IFIÉS? No V Yes
(Specify the level of access using the chart (Preciser le niveau d'accès en utilisant le tr			THOSE COURT
<ul> <li>b) will the supplier and its employees (e.g. cli</li> </ul>	eaners, maintenance personnell require a	ccess to restricted access areas?	No access to No Yes
Le fournisseur et ses employés (n. ex. neu	oveurs, personnel d'entration) avvent le s		
à des renseignements ou à des biens PRC c) is this a commercial courier or delivery requ		orisé.	
S'noit il d'un contrat de marce de delivery (eq.	ivraison commerciale sans entreposage d	le nuit?	✓ No Yes
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ART A (con	tinued) / PARTIE	A (suite)							SILE
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PART B - PE	Number / Numéro RSONNEL (SUPP	du document ; LIER) / PARTIE B	- PERSON	NEL (FOURNISSEU	R)				Mile
0. a) Person	nel security screen	ning level required /	Nivesu de	contrôle de la sécuri	é du personnel requis				
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O b) Marries	REMARQUE : 8	Si plusieurs niveaux	de contrôle	e de sécurité sont res	quis, un guide de dassifica		ırîtê dolt être f		
		el be used for porté sation sécuritaire p		r confler des parties	du travail?			✓ Non	Oul
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		RENSEIGNEME			iv (i obnimbacon)				
1 (a) Will the	supplier be requir	red to receive and s	store PROT	ECTED and/or CLAS	SIFIED information or ass	els on its site	or	CI No C	lYes
premis Le four	es?				gnements ou des biens PF			Non _	Ou
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PRODUCTI	ON								
	made attack to a contract	and are maddless are also		(feetles) of progress	TED and the Col Appropria	ntouled co on 1			
Les ins	it the supplier's site	or premises?			TED and/or CLASSIFIED m éparation et/ou modification		and the second second	✓ Non	Oui
INFORMATI	ON TECHNOLOG	Y (IT) MEDIA / S	SUPPORT F	RELATIF À LA TECH	NOLOGIE DE L'INFORMA	пон (ті)	-		
II d) Will the	Eupplieche require	ed to use its IT exets	ms to electe	onically proposes provi	uce or store PROTECTED	andin Ci Assi	FIFD	No [	TYes
Le four	stion or data? misseur sera-t-il ten		res système	s Informatiques pour	traiter, produire ou stocker é			✓ No Non	Jou
	re be an electronic	link between the sup	pplier's IT sy	ystems and the governormatique du fourniss	nment department or agenc	y?		No Non	Ye
Dispos	nementate?	lectronique entre le :	systeme nuc		our et cerui du manistere ou	de ragence			200

Security Classification." Photographics at the supplier's steet completing the form manually use the summary chart below to indicate the category(es) and levet(s) of safeguarding required at the supplier's selection promises.  Les utilisateurs qui remplissent les formulaire manuallement doivent utilizer le tableau récapitulatif cl-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.  For users completing the form entire (vis the Internet), the summary chart is automatically populated by your responses to previous questions, chart is automatically populated by your responses to previous questions, dans le tableau récapitulatif.  SUMMARY CHART / TABLEAU RÉCAPITULATIF  Category PROTECES CLASSIFIE CONFORMER, SECRET RESPONSED MATO NATO NATO NATO NATO NATO NATO NATO N	For users completing the form manually use the summary chart below to indicate the category(ies) and level(o) of safeguarding required at the supplier's sle(s) of premises.  Les utilisateurs qui remplissent le formulaire manuallement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les miveaux de sauvegarde requis aux installations du fournisseur.  For users completing the form online (via the internet), the summary chart is automatically populated by your responses to previous questions.  Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par internet), les réponses aux questions précédentes sont automatiquement salsies dans le tableau récapitulatif.  SUMMARY CHART / TABLEAU RÉCAPITULATIF  Category Proticutes CASSIPIED CASSIPIED CASSIPIED NATO NATO NATO NATO NATO NATO NATO NATO	RICE (Continued) (PARTIECE (stitle) For users completing the form manually use the summary chart below to indicate the category(ies) and level(o) of safeguarding required at the supplier's slee(s) of premises.  Les utilisateurs qui remplissent te formulaire manualitement dolvent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les mévaux de sauvegarde requis aux installations du fournisseur.  For users completing the form online (via the interent), the summary chart is automatically populated by your responses to previous questions.  Dans le cas des utilisateurs qui remplissent le formulaire en tilgne (par internet), les réponses aux questions précédenles sont automatiquement salsies dans le tableau récapitulatif.  SUMMARY CHART / TABLEAU RÉCAPITULATIF  Category Protectes CASSIRED CASSIRED CASSIRED CASSIRED CARSSIRE CARSSIRE CARSSIRE CARSSIRE CARSSIRE COMPONITEL DES COMPONIT	RICE (Continued) (PARTIECE (stitle) For users completing the form manually use the summary chart below to indicate the category(ies) and level(o) of safeguarding required at the supplier's slee(s) of premises.  Les utilisateurs qui remplissent te formulaire manualitement dolvent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les mévaux de sauvegarde requis aux installations du fournisseur.  For users completing the form online (via the interent), the summary chart is automatically populated by your responses to previous questions.  Dans le cas des utilisateurs qui remplissent le formulaire en tilgne (par internet), les réponses aux questions précédenles sont automatiquement salsies dans le tableau récapitulatif.  SUMMARY CHART / TABLEAU RÉCAPITULATIF  Category Protectes CASSIRED CASSIRED CASSIRED CASSIRED CARSSIRE CARSSIRE CARSSIRE CARSSIRE CARSSIRE COMPONITEL DES COMPONIT		ernmer Canada	nt	Gouverne du Canad					2,				iméro du cont		
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Chrisoula Langis Contract Security Officer, Chrisoula Langis@tpsgc-p el/Tél - 613-941-4835/1 Tél	Wasc.ac.ca				



## **ANNEX D- Evaluation Criteria**

#### 1.0 Technical Evaluation:

- 1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.
  - Mandatory Technical Criteria
  - Rated Technical Criteria

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

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 1.5 References must be provided for each project/employment experience.
  - I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency as a Public Servant, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
  - Where the stated experience was acquired within a Canadian Federal Government Department or Agency as a consultant, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
  - III. References must be presented in this format:
    - Name: a.
    - Organization; b.
    - Current Phone Number; and
    - Email address if available

### 1.6 Response Format

- In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.

IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

## 1.1 Mandatory Technical Criteria

The proposal must comply with the following mandatory criteria:

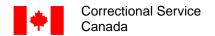
1.1.1 The bidder must include the completed and signed cover page of the RFP with their proposal.

(A) Dentist

	Dentist		
#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The Bidder must propose only one (1) dentist.		
M2	The proposed dentist(s) must hold a current license in good standing from the provincial licensing body for Dentists in the province where services are to be provided.  Bidders must provide a copy of the license with the bid.		
M3	The proposed dentist(s) must have a minimum of six (6) months experience practicing as a Dentist within the last two (2) years.		

(B) Dental Assistant

(D)	Dental Assistant		
#	Mandatory Technical Criteria	Bidder Response	Met/Not Met
		Description (include location	
		in bid)	
M4			
	The Bidder must propose only one (1)		
	dental assistant.		
M5	The proposed dental assistant(s) must		
	be a member(s) in good standing of the		
	dental assistants association for the		
	Province where services will be		
	provided.		
	Bidders must provide proof of		
	membership with their bid.		
	memoership with their old.		
	OR		
	OR		
	The proposed dental assistant(s) must		
	have a minimum of two (2) years of		
	experience as a dental assistant within		
	the last four (4) years.		



#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M6	The proposed dental assistant must have a minimum of six (6) months experience as a dental assistant providing intra-oral care within the last two (2) years.		

## **ANNEX E - Insurance Requirements**

## 1. Commercial General Liability Insurance:

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
  - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Correctional Service of Canada.
  - 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)
  - 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.
  - I) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

## 2. Litigation Rights:

2.1 Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy,

the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

2.2 A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

#### 3. Medical Malpractice Liability Insurance:

- 3.1 The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.
- 3.2 Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
- 3.3 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3.4 Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.