



**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, 17th Floor
Ottawa (Ontario) K1A 0L8

Title – Sujet Medical Services for the Toronto Immigration Holding Centre	
Solicitation No. – N° de l'invitation 1000328142	Date : December 4, 2015
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 11, 2016	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: CBSA-ASFC_Solicitations- Demandes de soumissions@cbsa- asfc.gc.ca	Buyer Id – Id de l'acheteur Guillaume Doré Guillaume.Dore@cbsa-asfc.gc.ca
Telephone No. – N° de téléphone : 343-291-5724	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, Cost recovery – Surcharges, Non-Disclosure Agreement, List of Resources, Evaluation Criteria, Financial Evaluation of Proposal (Pricing Table) and any other annexes.

2. Summary

- a) The Canada Border Services Agency (CBSA) requires the provision of medical services personnel to provide medicals services within the Toronto Immigration Holding Centre (IHC). See Annex "A" - Statement of Work herein.
- b) The period of the Contract will be from April 1, 2016 to March 31, 2017, with an irrevocable option to extend the period of the Contract by up to two (2) additional six (6) months periods under the same terms and conditions. The Contract also includes an optional transition period of 30 days.
- c) 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.
- d) There is an optional site visit associated with this requirement. Consult Part 2 – Bidder Instructions.
- e) Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.
- f) 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.



- g) The requirement is not 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).
- h) 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](#) 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](#) (2015-07-03) 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](#) (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, at Article 01 (2015-07-03) 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](#) (2015-07-03) 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](#) (2015-07-03) 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.

Signature: _____ **Date:** _____



4. Enquiries - Bid Solicitation

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

Question Period 1 No later than 12:00pm, on December 17, 2015

Answer(s) 1 Within 3 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. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 385 Rexdale Blvd, Toronto, ON M9W 1R9 on December 10, 2015. The site visit will begin at 11am.

Bidders must communicate with the Contracting Authority no later than December 8, 2015, 2:00 p.m. EST before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form.

Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



PART 3 - 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 Financial Proposal in Annex "J". Rates must be quoted in Canadian dollars.

Failure to do so will result in the bid being non-responsive.

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

1.2. Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



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 Canada will evaluate the bids.

1.1. Technical Evaluation

1.1.1. Mandatory Technical Criteria

Refer to Annex “I”

1.1.2. Point Rated Technical Criteria

Refer to Annex “I”

1.2. Financial Evaluation

Bidders must submit their financial bid in accordance with the Annex J “Financial Evaluation of Proposal (Pricing Table)”.

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

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

2. Basis of Selection – Highest Combined Rating of Technical Merit 60 % and Price 40 %

2.1. To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all the mandatory evaluation criteria;
- c) obtain the required minimum number of points (60%) specified in Annex I for the point rated technical criteria.

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

2.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

2.4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

2.5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

2.6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



2.7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



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

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.

1.1 Federal Contractors Program for Employment Equity - Bid Certification

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

Signature: _____ **Date:** _____

2.1.1.SACC Manual clause A3050T (2014-11-27) Canadian Content Definition

2.2. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Signature: _____ **Date:** _____

2.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature: _____ **Date:** _____



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

1. At the date of bid closing, the following condition must be met:
 - (a) the Bidder must hold a valid [organization security clearance](#) as indicated in Part 7 - Resulting Contract Clauses;
2. Before award of a contract, the following conditions must be met:
 - (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;
3. 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.
4. 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.

Canada Border Services Agency (CBSA) - Security Requirements

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; and
 - c) **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 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.

2. Canada will not delay the award of any contract to allow Bidders to obtain the required clearance.
3. 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.

3. Additional Licenses, Diplomas and Certificates

Bidders are encouraged to submit with their proposal, for each proposed resource, a completed signed original TBS 330-23 Form – Personnel Screening Consent and Authorization and 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. For example, if requested on Monday, certificates must be received on or before the following Thursday, 07:30am EST.

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 (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

At Article 2035 41(2015-07-03) Integrity Provision – Contract

Delete in its entirety

2.2. Supplemental General Conditions

2.2.1. [4008](#) (2008-12-12) **Personal Information**, apply to and form part of the Contract

2.2.2. Replacement of Specific Individual(s)

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
 - b) 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 relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The Contractor must provide the services of the individual(s) listed in Annex H – List of Resources, to perform the Work as stated in the Contract. The Contractor must keep Annex H – List of Resources, up-to-date and provide a current electronic copy of the file to the Contracting Authority and Project Authority.



The List of Resources in Annex H, must include the following:

- (a) Name of the resource;
- (b) Resource category;
- (c) CBSA Security Clearance number;
- (d) Start date; and
- (e) End date, as applicable.

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 CBSA.
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 CBSA.
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 six (6) 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.

4.3. Option to Extend - Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of one (1) month 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 15 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1. Contracting Authority

The Contracting Authority for the Contract is:

Name: Guillaume Doré
Title: A/ Supply/Business Analyst
Organization: Canada Border Services Agency
Address: 355 North River Road, Ottawa, ON K1A 0L8
Telephone: (343) 291-5724
E-mail address: Guillaume.Dore@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 Hourly Rates

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

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.

7.1.2. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$TBD. Customs duties are included and Applicable Taxes are exempt.
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.

7.2. Terms of Payment - Monthly Payment

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

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



7.3. Discretionary Audit

1. The following are subject to government audit before or after payment is made:
 - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b. The accuracy of the Contractor's time recording system.
 - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
 - d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

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.
 - e. a current List of Resources (Annex H).
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



- 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 Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

10. Applicable Laws

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

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 (2015-07-03), 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, Cost recovery – Surcharges;
- (j) Annex G – Non-Disclosure Agreement;
- (k) Annex H - List of Resources
- (l) Appendix 1 to Annex A – Standing Orders
- (m) the Contractor's bid dated _____, (*insert date of bid*)

12. Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

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

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

15. Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex G, 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.



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: Deliverables: Business Process Plans

The Appendix is as follows:

- Appendix 1: 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.

ATIP	Access to Information and Privacy
Toronto IHC	Toronto Immigration Holding Center
CBSA	Canada Border Services Agency
IRB	Immigration and Refugee Board
IRCC	Immigration, Refugees and Citizenship Canada
IRPA	Immigration and Refugee Protection Act
POE	Port of Entry
IFHP	Interim Federal Health Program
IEO	CBSA Inland Enforcement Officer



PART 1: BACKGROUND

1.0 BACKGROUND

Immigration, Refugees and Citizenship Canada (IRCC) 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 IRCC collaborate to meet the objectives of the Interim Federal Health Program (IFHP) as funded by IRCC. 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.

When an individual is detained, 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 an IHC or a Provincial Correctional facility, as appropriate. 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 as a provincial correctional facility. As such, only those persons assessed by the CBSA as suitable will be housed at the IHC.

2.1. Overview of Population Groups at the Greater Toronto Area (GTA) IHC

The CBSA detains a variety of population groups as defined below. The CBSA strives to avoid the detention of minors where possible and feasible. In circumstances where detention is the last resort, children will be admitted to the IHC and detained/housed with a parent, or alone in cases when a child is unaccompanied.



Individuals at the IHC are comprised of four distinct population groups, and references are made throughout this document to these population groups as follows:

i) Male Adults;

ii) Female Adults;

iii) Families. For the purpose of this Contract, a Family is defined as one female or male adult with dependent minor aged children. These dependent minors may be either male or female, who are accompanying their parent(s) or a guardian residing at the IHC and may be classified as a Detainee or a resident of the IHC depending on CBSA determination. The accompanied minors may or may not have been referred for detention themselves; and

iv) Unaccompanied Minor – For the purpose of this Contract, an Unaccompanied Minor is defined as a male or female dependant minor aged child not accompanied by either a parent or guardian. “Unaccompanied Minors” who are not accompanied by a parent or a guardian residing at the IHC is categorized as a Detainee of the facility, because they would only stay at the IHC if they are detained.

Per Section 2.0 above, CBSA performs an assessment on a case-by-case basis in order to determine the admissibility of each potential detainee to the IHC. As such, the IHC may detain individuals requiring both Levels I and II Security for each population group (Men and Women).

Level I Security mainly involves Detainees whose removal is imminent, yet who pose a flight risk and therefore must be detained until they are removed from Canada, or individuals whose identity is unknown, and must be detained until their identity is confirmed. Level I may also include Detainees with a history of criminality who are considered low or medium risk.

Level II Security mainly involves Detainees who may have known or probable mental health issues and individuals who may have behavioral issues; therefore, these individuals require additional monitoring and supervision to determine whether risk escalates to a point where detention in a more secure facility may be required. Level II may also involve cases with history of criminality that are considered medium or high risk where risk can be mitigated.

3.0 MEDICAL SERVICES WITHIN AN IMMIGRATION HOLDING CENTER

The CBSA operates three (3) IHCs in Toronto, Montreal and Vancouver. Per Section 2.0, the CBSA may only detain individuals where there is a legislative ground to do so.

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 Toronto IHC includes on-site medical services and referrals for medical needs off-site as required.

4.0 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.



5.0 CBSA STANDING ORDERS

CBSA Standing Orders outline the detailed operating procedures that have been put in place for each detention center (i.e.: 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.

6.0 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. Standards and professional ethics of the College of Physicians and Surgeons of Ontario (<http://www.cpso.on.ca>)
- B. Standards and professional ethics established by the College of Nurses of Ontario (<http://www.cno.org>)

7.0 SCOPE OF WORK

The Scope of Work required for this contract is for medical services at the Toronto IHC

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".

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 identifies the Business Process Plan required under this contract for the Medical Services.

PART 2: MEDICAL SERVICES AT THE TORONTO IHC

8.0 GENERAL REQUIREMENTS

The CBSA requires the provision of medical services personnel within the Toronto IHC starting April 1, 2016.

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.

9.0 MEDICAL CARE FOR DETAINEES

- a) The CBSA operates a 195 bed (subject to change) detention facility within the Greater Toronto Area Region (GTAR), 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 (PIA).
- 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 psychologist(s), and/or psychiatrist(s) 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.
- f) The Contractor must have a professional affiliation with a local medical clinic for medical referrals that cannot be accommodated within the Toronto IHC and where the patient does not require urgent medical intervention in a hospital (i.e. emergency room). This clinic must be registered as an IFHP service provider.
- g) The Contractor must demonstrate how they will manage staffing, recruitment of qualified personnel, personnel turn-over, and ongoing personnel requirements by developing an *Ongoing Personnel Capacity Management Plan*.
- h) The Contractor must provide a *Transition Plan*, to be finalized at contract award kick-off meeting, in consultation with the CBSA, which demonstrates how the transition period from contract award to contract commencement date will be managed, including the transition of experience and workload from the current incumbent vendor, if required.
- i) The Contractor must develop an *Internal Conduct Review Plan* which will articulate how they will identify and respond to internal incidents where incidents involve possible personnel misconduct.

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



10.0 STAFFING REQUIREMENTS AND DUTIES

10.1 Overall Medical Services Personnel Coverage

10.1.1 *The Contractor must provide an Account Manager that meets the qualifications detailed in Section 10.2.1. The Account Manager must perform the tasks detailed in Section 10.3.1.*

The Account Manager will be the primary contact for expertise as required for consultation and clarification purposes.

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 Psychologist,
- a minimum of one (1) Licensed Psychiatrist; and
- a minimum of six (6) Registered Nurses.

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.

10.1.2 *Physician(s) 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.

10.1.3 *Registered Nurse(s) Coverage*

- a) The nursing services must be provided at the Toronto IHC twenty-four (24) hours per day, seven (7) days a week.
- b) Recognizing the nature of a 24/7 operation, there must be sufficient nurse coverage for all shifts, and back-up coverage should it be necessary (i.e. illness, vacation etc.). Three (3) eight (8) hour shifts are to be assigned as follows: from 7 a.m. to 3 p.m.; 3 p.m. to 11 p.m.; and, 11 p.m. to 7 a.m. Shifts and hours may be subject to change as determined by the Project Authority in consultation with the Contractor or vice versa.

10.1.4 *Psychologist(s) Coverage*

- a) The psychologist(s) must provide psychological 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 do not need to 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 psychologist(s) 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.

10.1.5 *Psychiatrist(s) Coverage*

- a) The psychiatrist(s) must provide psychiatric services at the Toronto IHC on an as requested basis.
- b) The psychiatrist(s) must be available for urgent unscheduled visits to the Toronto IHC, at the request of the CBSA.

10.2 **Medical Services Personnel Qualifications**

10.2.1 *Account Manager Qualifications*

- a) The Account Manager must have a minimum of 2 years of experience within the past 5 years providing account management services for medical services contracts.
- b) The Account Manager must be fluent in English for written and oral communication.

10.2.2 *Physician(s) 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.

10.2.3 *Registered Nurse(s) 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.

10.2.4 *Psychologist(s) Qualifications*

- a) The psychologist(s) must be, and remain licensed to practice in the province of Ontario and hold a certificate of registration authorizing autonomous practice.
- b) The psychologist(s) must have a minimum of three (3) years' experience in a medical setting.
- c) The psychologist(s) must conduct himself/herself at all times, in accordance with the professional standards and ethics of practice of the provincial or territorial regulatory body of the province in which he/she is delivering services. This includes interactions with other medical services staff, CBSA staff, contracted security staff and detainees within the scope of the administration of duties associated with this Contract.
- d) The psychologist(s) must have training in areas such as, but not limited to, patients suffering from trauma and post-traumatic stress disorder (PTSD).

10.2.5 *Psychiatrist(s) Qualifications*

- a) The psychiatrist(s) must be, and remain licensed to practice in the Province of Ontario and hold the applicable valid license to practice psychiatry and administer medications.
- b) The psychiatrist(s) must have a minimum of three (3) years' experience in a medical setting.
- c) The psychiatrist(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.
- d) The psychiatrist(s) 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 *Account Manager Tasks*

The Account Manager must undertake tasks which include, but are not limited to

- a) Work with the CBSA Project Authority and Contracting Authority, providing consultative support, responding to inquiries regarding the services offered;
- b) Make sure that the personnel who are providing services to CBSA clients meet the qualifications;
- c) Ensure that all deliverables are met;
- d) Meet with the CBSA Project Authority and Contracting Authority on an as-needed basis and make sure that complaints are dealt with in a timely manner;



- e) Provide quality assurance for the services provided, which includes, but is not limited to: identifying issues and providing clarification when required, and recommending corrective actions to ensure that all services meet best practices and all the requirements including the language requirement;
- f) Work with the CBSA Project Authority to develop and finalize the Business Process Plan indicated in Part 3; and
- g) Apply the Business Process Plan indicated in Part 3.

Medical services personnel will ensure that informed and voluntary consent is acquired and documented, and will make reasonable efforts to ensure that Detainees understand their medical condition and care.

Detainees will be provided with same sex chaperones as appropriate or as requested when medical care is provided.

10.3.2 Physician(s) 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(s) 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 IRCC. This involves arranging for an IRCC Designated Medical Practitioner (DMPs) to visit the Toronto IHC and/or applying to IRCC 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, unique client identifier (UCI), 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.

10.3.3 Registered Nurse(s) 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 assessment 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(s) 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, unique client identifier (UCI), reason for referral and any action taken.

10.3.4 Psychologist(s) Tasks

The psychologist(s) must undertake psycho/social counseling 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 psychologist(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) Where applicable, maintain an electronic referral log, which includes at minimum, the date, name of Detainee, unique client identifier (UCI), reason for the referral to another physician, and the institution/professional to which the Detainee was referred.
- f) Provide administrative oversight, advice and professional instructions to other medical services personnel and ensure that medical services personnel performance is in accordance with professional standards at all times.

10.3.5 Psychiatrist(s) Tasks

The psychiatrist(s) 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) 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, in consultation with the physician(s), 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 physician(s) and the CBSA.
- d) 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:

- e) Work at all times under the professional authority of the Contractor.
- f) Where applicable, maintain an electronic referral log, which includes at minimum, the date, name of Detainee, unique client identifier (UCI), 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.

When the management representative is one other than a physician, final clinical judgment rests with the IHC's physician(s) or other designated medical services staff involved with treating the detainee.

In no event should clinical medical decisions taken within the IHC context be made by anyone but medical services staff.

The Contractor must ensure that a plan is developed that provides for continuity of medical care in the event of a change in detention placement or status.

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 notify the Project Authority at their earliest convenience.

It will be to CBSA discretion to apply the "deduction shortfalls" identified within the Annex F – Cost Recovery – Surcharges.

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. Historic occupancy rates reveal that the average IHC population ranges between 100 and 120 detainees. 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 Personnel Communications Plan

The Contractor must provide the CBSA, and medical personnel with a *Personnel Communications Plan* for each medical services personnel identified within this Contract. It should include an after-hours call schedule for medical personnel and must remain current and up to date at all times. 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 plan will be referenced.

The 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 Contractor will develop a *Contract Management and Client Relationship Management Plan* 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.

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, Risk and Issue 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 finalized at the contract kick-off meeting, in consultation with CBSA.

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, Risk and Issue Management Plan*, 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.

The *Emergency, Risk and Issue Management Plan* shall include:

- clinical evaluation
- management of medical services staff;
- infectious and communicable disease control activities;
- treatment and prevention strategies, including isolation;
- reporting requirements and coordination with local public health authority;
- ongoing education for staff and detainees;
- protection of individual confidentiality;
- procedures for the identification, surveillance, immunization, follow-up and isolation of patients;



- hand hygiene;
- management of bio-hazardous waste and decontamination of medical equipment that complies with federal, provincial and local regulations;
- requirements for on-site simulations of medical emergencies every six months;
- escalation of medical issues and risks to CBSA;
- management of risks as a result of not being able to meet staffing requirements.

The Contractor must manage bio-hazardous waste and decontaminate medical equipment in accordance with federal, provincial, and local regulations.

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.

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), psychologist(s), psychiatrist(s) 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.

The Contractor shall maintain a complete health record on each detainee onsite that is:

- Organized uniformly in accordance with recognized medical records standards;
- Available to all practitioners and used by them for health care documentation; and
- Properly maintained and safeguarded in a securely locked area within the medical clinic.

Copies of health records shall be released by the Contractor directly to a detainee or their designee, at no cost to the detainee, upon receipt by the Contractor of a written authorization from the detainee that complies with the relevant provincial health information legislation and regulations.

While in detention, a detainee, or their designated representative, shall receive requested information from their medical records. Upon request, medical record information will be released within a reasonable timeframe after receipt of an authorization. Detainees who indicate they wish to obtain copies of their medical records shall be provided with the appropriate request form.

A written request may serve as authorization for the release of health information, as long as it includes the following (and meets any other requirements of the Contractor):

- Address of the facility to release the information;
- Name of the individual or institution to receive the information;
- Detainee's full name, Unique Client Identifier (UCI) number, date of birth and nationality;



- Specific information to be released with inclusive dates of treatment; and
- Detainee's signature and date.

Following the release of health information, the written authorization shall be retained in the health record.

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
- 2 x Epipen - child
- 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.

The Contractor must establish and follow procedures and practices for the management of pharmaceuticals (i.e. medical supplies, prescription and non-prescription medications) that include:

- Identification of a method for promptly approving and obtaining medications not on the list of prescribed and OTC medications.
- Prescription practices, including requirements that medications are prescribed only when clinically indicated, and prescriptions are reviewed before being renewed.
- Detailed instructions for both medical and non-medical services staff (where applicable) on procurement, receipt, distribution, storage, dispensing, recording/logging and disposal of medications.
- Accountability for administering or distributing medications in a timely manner and according to physician orders.
- Medication administration error reports to be kept for all administration errors.
- Secure storage and disposal and continuous inventory of all controlled substances, syringes and needles according to provincial standards.

The Contractor must approve any non-prescription medications available to detainees outside of health services and shall review the list on an annual basis, at a minimum.

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

The Contractor must ensure that a plan is developed that provides for continuity of medical care in the event of a change in detention placement or status.

Further, any disapproval of medication must be recorded in the Detainee's medical file, along with the reason for disapproval.

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. For prescriptions not currently covered by the IFHP, medical services personnel will identify IFHP-covered alternatives where possible; failing that, consultation with CBSA will be required prior to a non-IFHP prescription being filled.

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 (1st) of the month and ending the last day of the month (30th, 31st or 28th/29th 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 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 have a professional affiliation with a local medical clinic for medical referrals that cannot be accommodated within the Toronto IHC and where the patient does not require urgent medical intervention in a hospital (i.e. emergency room). This clinic must be registered as an IFHP service provider.

In addition, 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.

11.12 Examinations by Independent Medical Service Providers and Experts

On occasion, medical and/or mental health examinations by a practitioner or expert not associated with the IHC may provide a detainee with information useful in administrative proceedings.



If a detainee seeks an independent medical or mental health examination, the detainee or his or her legal representative shall submit to the CBSA Regional Director a written request that details the reasons for such an examination. Regional Director shall approve the request for independent examination, if it does not present an unreasonable security risk. Requests for independent examinations shall be answered as quickly as practicable. If a request is denied, the Regional Director shall advise the requester in writing of the rationale.

Neither CBSA nor the IHC may assume any costs for the examination. The IHC shall provide a location for the examination but no medical equipment or supplies, and the examination must be arranged and conducted in a manner consistent with security and good order

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), psychologist(s), psychiatrist(s) and 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 IRCC 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 any provincial governing body, or 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 G.

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, Section 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 per year. 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) Attendance (log sheet to ensure time stamps or arrival and departure of personnel).
- c) Complaints (including those from detainees) documented electronically by the CBSA on a spreadsheet.
- d) Work performance and inspection of work site.
- e) Site inspections to verify that Standing Orders are being followed.
- f) 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 Rejection, Removal and Replacement of Personnel Based on Poor Performance

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, i.e., 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: DELIVERABLES: BUSINESS PROCESS PLAN

Business Process Plan must include the following for Medical Services. The Contractor representative and the Project Authorities will work together to develop and finalize these plans within 30 days after contract award unless otherwise specified:

1. *Transition Plan:*

*Must be finalized at contract award kick-off meeting, in consultation with CBSA.

Refer to Section 9, article h) for more details.

2. *Emergency, Risk and Issue Management Plan:*

*Must be finalized at contract award kick-off meeting, in consultation with CBSA.

Refer to Section 11.6 for more details.

3. *Contract Management and Client Relationship Management Plan*

Refer to Section 11.5 for more details.

4. *Ongoing Personnel Capacity Management Plan*

Refer to Section 9, article g) for more details.

5. *Internal Conduct Review Plan*

Refer to Section 9, article l) for more details.

6. *Personnel Communications Plan*

Refer to Section 11.4 for more details.

7. *Procedures and Practices for the Management of Pharmaceuticals Plan*

Refer to Section 11.8.2 for more details.



Appendix 1 to Annex A
List of CBSA Forms applicable for Contracted Medical Services at Toronto IHC

- Form 1: Medical Screening Form
- Form 2: Medication 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: _____ UCI: _____
 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**

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

For the provision of Medical Services as described in Annex A, Statement of Work, the Contractor shall be paid the **Firm Hourly Rates** below in the performance of this Contract, HST is exempt.

1.0 Professional Fees

The all-inclusive firm hourly rates must be prorated to reflect the actual time worked. Recorded time must be in increments of 0.25 hours.

All the fixed time rates below must include the Services identified in section 10.3.1 of the Annex A - Statement of Work.

2.0 Firm Hourly Rates– Medical Services at the Toronto IHC

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the Firm Hourly Rates, as per Tables 1 - 3.

Contract Year (12 months) – April 1, 2016 to March 31, 2017

TABLE 1			
Category of Personnel	*Estimated number of hours	Firm Price per Hour	Total
	(A)	(B)	C = A x B
Physician	624	\$ <u>TBD</u>	\$ <u>TBD</u>
Nurse	8,736	\$ <u>TBD</u>	\$ <u>TBD</u>
Psychologist	312	\$ <u>TBD</u>	\$ <u>TBD</u>
Psychiatrist	52	\$ <u>TBD</u>	\$ <u>TBD</u>
TOTAL			\$ <u>TBD</u>

* The estimated number of hours is an estimate only and does not represent a commitment on the part of Canada to purchase services in these amounts.



2.1 Options to Extend the Contract Period:

Subject to the exercise of the Contract option to extend the Contract period in accordance with Article 4.2 of the original contract, Option to Extend Contract, the Contractor shall be paid the Firm Hourly Rates, in accordance with the following table, HST is exempt, to complete all Work and services required to be performed in relation to the Contract extension.

Option Period 1 (6 months): April 1, 2017 to September 30, 2017

TABLE 2			
Category of Personnel	*Estimated number of hours	Firm Price per Hour	Total
	(A)	(B)	C = A x B
Physician	312	\$ <u>TBD</u>	\$ <u>TBD</u>
Nurse	4,368	\$ <u>TBD</u>	\$ <u>TBD</u>
Psychologist	156	\$ <u>TBD</u>	\$ <u>TBD</u>
Psychiatrist	26	\$ <u>TBD</u>	\$ <u>TBD</u>
TOTAL			\$ <u>TBD</u>

* The estimated number of hours is an estimate only and does not represent a commitment on the part of Canada to purchase services in these amounts.

Option Period 2 (6 months): October 1, 2017 to March 31, 2018

TABLE 3			
Category of Personnel	*Estimated number of hours	Firm Price per Hour	Total
	(A)	(B)	C = A x B
Physician	312	\$ <u>TBD</u>	\$ <u>TBD</u>
Nurse	4,368	\$ <u>TBD</u>	\$ <u>TBD</u>
Psychologist	156	\$ <u>TBD</u>	\$ <u>TBD</u>
Psychiatrist	26	\$ <u>TBD</u>	\$ <u>TBD</u>
TOTAL			\$ <u>TBD</u>

* The estimated number of hours is an estimate only and does not represent a commitment on the part of Canada to purchase services in these amounts.

All payments are subject to government audit.



ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

GTA15-055

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

Form with multiple sections: 1. Originating Government Department or Organization; 2. Branch or Directorate; 3. Subcontract Number and Name; 4. Brief Description of Work; 5-7. Access and release restrictions; 7c. Level of information.

Security Classification / Classification de sécurité

TBS/SCT 350-103 (2004/12)





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

Form sections: PART A (continued) / PARTIE A (suite), PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR), PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR). Includes questions about access to protected information, personnel screening, and site access.

Security Classification / Classification de sécurité



TBS/SCT 350-103 (2/04/12)



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential / Confidential	Secret	Top Secret / Très Secret	NATO Restricted / NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret / COSMIC Très Secret	Protected / Protégé			Confidential	Secret	Top Secret / Très Secret
											A	B	C			
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.
12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
--



**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)

Signature: _____

Date: _____



ANNEX "E" **INSURANCE REQUIREMENTS**

E.1 G2004C (2008-05-12) - Medical Malpractice Liability Insurance

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.
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. 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.
4. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.

E. 2 G2001C (2014-06-26) - 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. 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.



ANNEX "F" COST RECOVERY- SURCHARGES

The Parties agree that the following amounts are their best pre-estimate in the event of the loss to Canada in the event of a such failure, and that it is not intended to be, or is it to be construed as, a penalty. Nothing in this Annex is to be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise be entitled to under the Contract.

1.0 Deduction for Shortfalls

1.1 In the event the Contractor fails to supply the required personnel specified, as per Annex A, Statement of Work Part 2, Section 10 & 11.2 in the Contract, the contractor agrees to pay to CBSA as liquidated damages the sums of 100% of the Firm Hourly Rates as specified in Annex B, Basis of Payment within the contract, for the Licensed Physician, Registered Nurse, Licensed Psychiatrist and Licensed Psychiatrist for the following incidents:

- a) when the Contractor cannot find a replacement
- b) when the resource reports for a shift late and/or leaves early (this will be prorated in fifteen (15) minute increments).

2.0 Method of Deduction

The amounts invoiced monthly with month's end supplements by the Contractor to CBSA will be reduced to make reimbursement adjustment provisions for surcharges levied.

It is understood and agreed however, that where the CBSA provides the Contractor with less than seven (7) working days advance written notice of the additional requirements, deductions will only be made by the CBSA for shortfalls which occur seven (7) working days after the date of said notice.

The amount deducted from the invoice by the CBSA for deficiencies will be supported by a breakdown of the deficiency(s) and the applicable surcharge.



**ANNEX "G"
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 "I" EVALUATION CRITERIA

Evaluation Disclaimer

The Technical Evaluation of the proposals will be performed in two (2) phase as follows:

Evaluation Phase 1: Mandatory Technical Criteria

The mandatory criteria will be evaluated on a "Met/Not Met" (i.e. compliant/non-compliant) basis. Proposals must demonstrate compliance with the mandatory requirement and must provide the necessary documentation to support a determination of compliance. Proposals that fail to meet the mandatory requirements will be deemed non-compliant and will be given no further consideration.

Evaluation Phase 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 60% cumulative overall rating (90/150).

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.

Merely stating the experience is not sufficient and the proposal will be scored accordingly.

Bidders should refer to related tasks and activities as identified in the Statement of Work to define how the proposed resources meet the evaluation criteria.

Example: If the evaluation criteria demands experience in gathering, analyzing and validating findings, it is not sufficient just to state the resource has experience gathering, analyzing and validating findings. The experience should be demonstrated and a reference made to where (specific location) in the résumé the corroborating information can be located in the manner indicated above.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation. The bidder should provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained.

*Definition of a BIDDER: Person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the bidder, or its subcontractors.



EVALUATION PHASE 1 - MANDATORY TECHNICAL CRITERIA

Criterion Reference	Mandatory Criteria	Cross reference to proposal
M.1. BUSINESS PROCESS PLAN		
<p>The Bidder must submit a <u>draft</u> Business Process Plan for each of the criteria (M.1.1. to M.1.7.) listed below.</p> <p>These plans will be evaluated within the Evaluation Phase 2 – Point-Rated Technical Criteria.</p>		
M.1.1	The Bidder must submit a <u>draft</u> Transition Plan .	
M.1.2	The Bidder must submit a <u>draft</u> Emergency, Risk and Issue Management Plan .	
M.1.3.	The Bidder must submit a <u>draft</u> Contract Management and Client Relationship Management Plan .	
M.1.4.	The Bidder must submit a <u>draft</u> Ongoing Personnel Capacity Management Plan .	
M.1.5.	The Bidder must submit a <u>draft</u> Internal Conduct Review Processes Plan .	
M.1.6.	The Bidder must submit a <u>draft</u> Personnel Communications Plan .	
M.1.7.	The Bidder must submit a <u>draft</u> Procedures and Practices for the Management of Pharmaceuticals Plan .	

Criterion Reference	Mandatory Criteria	Cross reference to proposal
M.2. PROFILE AND EXPERIENCE OF THE ACCOUNT MANAGER		
<p>The Bidder must submit one (1) resume for one (1) Account Manager proposed under this Contract and meet the following criteria:</p>		
M.2.1.	<p>The proposed Account Manager must have a minimum of two (2) years of experience within the past five (5) years providing <u>*account management services</u> for Medical Services Contract.</p> <p>* Account management services must include the following elements:</p> <ul style="list-style-type: none"> • Ensure that all deliverables within the contract are met; • Provide quality assurance for the services provided, which includes, but is not limited to: <ul style="list-style-type: none"> - identifying issues and providing clarification when required; and - recommending corrective actions to ensure that all services meet best practices. 	



Criterion Reference	Mandatory Criteria	Cross reference to proposal
<p>M.3. PROFILE AND EXPERIENCE OF THE LICENSED PHYSICIANS</p>		
<p>The Bidder must submit two (2) resume for the two (2) Licensed Physicians proposed under this Contract and meet all of the criteria (M.3.1. to M.3.4.) listed below.</p> <p>The bidder should indicate who will be the primary physician and back-up support physician (refer to Section 11.2 of Annex A) proposed under this contract.</p>		
<p>M.3.1.</p>	<p>The Physician(s) must be licensed to practice as a physician in the Province of Ontario.</p>	
<p>M.3.2.</p>	<p>The Physician(s) must have a minimum of five (5) years of experience in family practice or emergency medicine.</p>	
<p>M.3.3.</p>	<p>The Physician(s) must provide proof of valid professional liability insurance according to the requirements of the Canadian Medical Protective Association (https://www.cmpa-acpm.ca/home).</p>	
<p>M.3.4.</p>	<p>The Bidder must submit two (2) references. The following must be provided for each reference:</p> <ul style="list-style-type: none"> • Name of firm/person and address • Contact information • Location where services were provided • Relationship to Bidder and period of service 	
<p>M.4. PROFILE AND EXPERIENCE OF THE REGISTERED NURSES</p>		
<p>The Bidder must submit six (6) resume for the six (6) Registered Nurse(s) proposed under this Contract and meet all of the criteria (M.4.1. to M.4.6.) listed below.</p>		
<p>M.4.1.</p>	<p>The Nurse(s) must be licensed to practice nursing as a Registered Nurse (RN) in the Province of Ontario.</p>	
<p>M.4.2.</p>	<p>The Nurse(s) must have a minimum experience of five (5) years of nursing at the Registered Nurse level.</p>	
<p>M.4.3.</p>	<p>The Nurse(s) must have a minimum of three (3) years of these five (5) years must be in a clinical or hospital environment in a medical/surgical ward or emergency ward.</p>	
<p>M.4.4.</p>	<p>The Nurse(s) must be certified in Advanced Cardiovascular Life Support (ACLS).</p>	
<p>M.4.5.</p>	<p>The Nurse(s) must demonstrate 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).</p>	
<p>M.4.6.</p>	<p>The Bidder must submit two (2) references. The following must be provided for each reference:</p> <ul style="list-style-type: none"> • Name of firm/person and address • Contact information • Location where services were provided • Relationship to Bidder and period of service 	



Criterion Reference	Mandatory Criteria	Cross reference to proposal
<p>M.5. PROFILE AND EXPERIENCE OF THE LICENSED PSYCHOLOGIST</p> <p>The Bidder must submit one (1) resume for the Licensed Psychologist proposed under this Contract and meet all of the criteria (M.5.1. to M.5.4.) listed below.</p>		
<p>M.5.1</p>	<p>The Psychologist must be licensed to practice in the province of Ontario and hold a certificate of registration authorizing autonomous practice.</p>	
<p>M.5.2</p>	<p>The Psychologist must have a minimum of three (3) years' experience in a clinical or hospital environment.</p>	
<p>M.5.3.</p>	<p>The Psychologist must have training in areas such as patients suffering from trauma and post-traumatic stress disorder (PTSD).</p>	
<p>M.5.4.</p>	<p>The Bidder must submit two (2) references. The following must be provided for each reference:</p> <ul style="list-style-type: none"> • Name of firm/person and address • Contact information • Location where services were provided • Relationship to Bidder and period of service 	
<p>M.6. PROFILE AND EXPERIENCE OF THE LICENSED PSYCHIATRIST</p> <p>The Bidder must submit one (1) resume for the Licensed Psychologist proposed under this Contract and meet all of the criteria (M.6.1. to M.6.4.) listed below.</p>		
<p>M.6.1</p>	<p>The Psychiatrist must be licensed to practice in the Province of Ontario and hold the applicable valid licenses to practice psychiatry and administer medications.</p>	
<p>M.6.2</p>	<p>The Psychiatrist must have a minimum of three (3) years' experience in a clinical or hospital environment.</p>	
<p>M.6.3.</p>	<p>The Psychiatrist must specialize in areas such as patients suffering from trauma and Post-Traumatic Stress Disorder (PTSD).</p>	
<p>M.6.4.</p>	<p>The Bidder must submit two (2) references. The following must be provided for each reference:</p> <ul style="list-style-type: none"> • Name of firm/person and address • Contact information • Location where services were provided • Relationship to Bidder and period of service 	



M.7. PROFILE AND EXPERIENCE OF THE LICENSED PSYCHIATRIST

M.7.1.	The Bidder must demonstrate proof of a professional affiliation with a local medical clinic for medical referrals that cannot be accommodated within the Toronto IHC and where the patient does not require urgent medical intervention in a hospital (i.e. emergency room). This clinic must be registered as an Interim Federal Health Program (IFHP) service provider.	
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EVALUATION PHASE 2 – POINT RATED TECHNICAL CRITERIA

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 5 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 – 5. 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 3/5, where the total point available is 15 and multiplied by a factor of 3, will be a total of 9/15 points awarded.

For technical criteria R2 to R8 the following rating table will be used:

1 Poor	2 Weak	3 Good	4 Very Good	5 Excellent
<p>Demonstrates a poor understanding of the subject matter</p> <p>Does not meet expectations of the performance indicators</p> <p>Addresses almost no performance indicators</p>	<p>Demonstrates a weak understanding of the subject matter</p> <p>Does not adequately meet expectations of the performance indicators</p> <p>Demonstrates deficiencies and gaps in numerous performance indicators</p>	<p>Demonstrates a good understanding of the subject matter</p> <p>Meets expectations against the performance indicators.</p> <p>Most of the performance indicators are well addressed in a logical manner</p>	<p>Demonstrates a very good understanding of the subject matter</p> <p>Exceeds most expectations against the performance indicators</p> <p>All of the performance indicators are addressed in a logical manner</p>	<p>Demonstrates an excellent understanding of the subject matter</p> <p>Far exceeds all expectations against the performance indicators</p> <p>All of the performance indicators are exceedingly addressed in a logical manner</p> <p>Demonstrates initiative in proposed solutions</p>



#	Rated Criteria	Bidder reference where criterion demonstrated or supported	CBSA Use Only	
			Maximum Score: Overall and Per Element	Total Mark received
Evaluation of the bidder's experience as an organization or as independent medical professional (maximum 45 points)				
R1	<p>The Bidder should indicate the number of years of experience as a medical agency or as independent medical professional managing health care services.</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 to 7 years less a day = 15 points</p> <p>7 years to 10 years less a day = 30 points</p> <p>10 years or more = 45 points</p>	/ 45
Evaluation of the Business Process Plan presented under criteria M.1. (M.1.1. to M.1.7.) (Maximum 105 points)				
R2	<p>The Bidder should provide a detailed <u>draft</u> Business Process Plan that includes a section dedicated to a Transition Plan.</p> <p>The Bidder should include information that pertains to Section 9, article h) of Annex A.</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>Up to 5 points will be awarded according to the matrix and multiplied by a factor of 3.</p>			/ 15



#	Rated Criteria	Bidder reference where criterion demonstrated or supported	CBSA Use Only	
			Maximum Score: Overall and Per Element	Total Mark received
R3	<p>The Bidder should provide a detailed <u>draft</u> Business Process Plan that includes a section dedicated to Emergency, Risk and Issue Management Plan.</p> <p>The Bidder should include information that pertains to Section 11.6 of Annex A.</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>Up to 5 points will be awarded according to the matrix and multiplied by a factor of 3.</p>			/ 15
R4	<p>The Bidder should provide a detailed <u>draft</u> Business Process Plan that includes a section dedicated to Contract Management and Client Relationship Management Plan.</p> <p>The Bidder should include information that pertains to Section 11.5 of Annex A.</p> <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>Up to 5 points will be awarded according to the matrix and multiplied by a factor of 3.</p>			/ 15



#	Rated Criteria	Bidder reference where criterion demonstrated or supported	CBSA Use Only	
			Maximum Score: Overall and Per Element	Total Mark received
R5	<p>The Bidder should provide a detailed draft Business Process Plan that includes a section dedicated to Ongoing Personnel Capacity management Plan.</p> <p>The Bidder should include information that pertains to Section 9, article g) of Annex A.</p> <p>Bidders are asked to articulate how they will manage staffing, recruitment of qualified personnel, personnel turn-over, and ongoing personnel requirements.</p> <p>Up to 5 points will be awarded according to the matrix and multiplied by a factor of 3.</p>			/ 15
R6	<p>The Bidder should provide a detailed draft Business Process Plan that includes a section dedicated to Internal Conduct Review Plan.</p> <p>The Bidder should include information that pertains to Section 9.1, article l) of Annex A.</p> <p>Bidders are asked to articulate how they will identify and respond to internal incidents where incidents involve possible personnel misconduct.</p> <p>Up to 5 points will be awarded according to the matrix and multiplied by a factor of 3.</p>			/ 15



#	Rated Criteria	Bidder reference where criterion demonstrated or supported	CBSA Use Only	
			Maximum Score: Overall and Per Element	Total Mark received
R7	<p>The Bidder should provide a detailed draft Business Process Plan that includes a section dedicated to Personnel Communications Plan.</p> <p>The Bidder should include information that pertains to Section 11.4 of Annex A.</p> <p>Bidders are asked to provide pertinent information regarding personnel, should they be required to be contacted while off-duty.</p> <p>Up to 5 points will be awarded according to the matrix and multiplied by a factor of 3.</p>			/ 15
R8	<p>The Bidder should provide a detailed draft Business Process Plan that includes a section dedicated to Procedures and Practices for the Management of Pharmaceuticals Plan.</p> <p>The Bidder should include information that pertains to Section 11.8.2 of Annex A.</p> <p>Bidders are asked to articulate how they will obtain, prescribe, and store medical supplies and medications.</p> <p>Up to 5 points will be awarded according to the matrix and multiplied by a factor of 3.</p>			/ 15
TOTAL: (minimum pass of 60%) 90/150				



**ANNEX "J"
FINANCIAL EVALUATION OF PROPOSAL (PRICING TABLE)**

The Bidder should complete these pricing tables and include it in its financial bid.

For Evaluation purposes, levels of service indicated in Table 1 to 3, must not be altered.

The CBSA will use the combined Total Estimated Cost of Table 1 to 3 for the purposes of the financial evaluation of the proposal. The number of hours is estimates for financial evaluation purposes only and does not represent a commitment on the part of Canada to purchase services in these amounts.

As a minimum, the Bidder must respond to these pricing tables by inserting in its financial bid for each of the periods specified below its quoted Firm Hourly Rate (in CAD \$) excluding all taxes for the service identified in Annex A – Statement of Work.

1.0 Firm Hourly Rates– Medical Services at the Toronto IHC

Contract Year (12 months) –

TABLE 1			
Category of Personnel	*Estimated number of hours	Firm Price per Hour	Total
	(A)	(B)	(C) = A x B
Physician	624	\$	\$
Registered Nurse	8,736	\$	\$
Psychologist	312	\$	\$
Psychiatrist	52	\$	\$
Total Estimated Cost			\$

Option Period 1 (6 months) -

TABLE 2			
Category of Personnel	*Estimated number of hours	Firm Price per Hour	Total
	(A)	(B)	(C) = A x B
Physician	312	\$	\$
Registered Nurse	4,368	\$	\$
Psychologist	156	\$	\$
Psychiatrist	26	\$	\$
Total Estimated Cost			\$



Option Period 2 (6 months) -

TABLE 3			
Category of Personnel	*Estimated number of hours	Firm Price per Hour	Total
	(A)	(B)	(C) = A x B
Physician	312	\$	\$
Registered Nurse	4,368	\$	\$
Psychologist	156	\$	\$
Psychiatrist	26	\$	\$
Total Estimated Cost			\$

BID CALCULATION SUMMARY:

Table 1 – Total	\$
Table 2 – Total	\$
Table 3 – Total	\$
TOTAL BID VALUE	\$