#### A.1 ELECTRONIC BID SUBMISSION

Attention: Donna Pettit

E-mail: Donna.pettit@canada.ca

Solicitation #: 1000195072

#### Request for Standing Offer (RFSO)

for

Performance of the Work described in Annex A, Statement of Work

#### **A2. STANDING OFFER AUTHORITY**

The Authority for this RFSO is:

Donna Pettit

Senior Contracting and Procurement Officer Ottawa, Ontario

Telephone: (613) 698-3684

E-mail: Donna.pettit@canada.ca

THIS RFSO DOES NOT CONTAINA SECURITY REQUIREMENT.

#### A3. TITLE

#### OCCUPATIONAL HEALTH PROFESSIONAL SERVICES

A4. SOLICITATION NUMBER
A5. BID CLOSING DATE
JANUARY 8, 2018

#### A6. TABLE OF CONTENTS

The RFSO is divided into seven (7) parts as follows:

- 1. Part 1 General Information
- 2. Part 2 Offeror Instructions
- 3. Part 3 Offeror Preparation Instructions
- 4. Part 4 Evaluation Procedures and Basis of Selection
- 5. Part 5 Certifications and Additional Information
- 6. Part 6 Financial Evaluation
- 7. Part 7 Standing Offer and Resulting Contract Clauses
- 8. Annexes

Annex A – Statement of Work

Annex B - Basis of Payment

Annex C – Insurance Requirements

Annex D – Bid Submission Documents for Streams 1, 2 and 3.

#### A7. BID DELIVERY

Bids must be received by no later than 14:00 (2 p.m.) on January 8, 2018 (Eastern Standard time) at the bid receiving address indicated in A1. Bids received after the closing date and time (referred to as the "Closing Date") will be considered non-responsive

Bids and all supporting information may be submitted in either English or French.

#### A8. BID VALIDITY

Bids will remain valid for a period of one hundred and eighty (180) calendar days following the Closing Date.

#### A9. ENQUIRIES

All enquiries must be submitted in writing to the designated RFP Authority identified in A1 by no later than five (5) calendar days prior to the Closing Date in order to allow sufficient time to provide a response.

#### A10. REFRESH

Health Canada reserves the right to post a refresh for this RFSO at any time as deemed necessary. Refreshes will be for new suppliers who did not submit a proposal under the original solicitation and wish to submit one.

#### PART 1 – GENERAL INFORMATION

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirements;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offeror Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Certifications, Insurance, Federal Contractors Program for Employment Equity and any other annexes.

#### 1.2 Summary

The objective of this RFSO is to establish Standing Offer Agreements (SOA's) with qualified Physicians and/or Health Professionals in each of the medical specialty categories below under the following three (3) Streams:

#### STREAM 1 - OCCUPATIONAL HEALTH PROFESSIONAL PHYSICIANS

- (a) Occupational Health (General Practitioner)
- (b) Neuropsychology (Neuropsychologist)
- (c) Psychiatry (Psychiatrist)
- (d) Psychology (Psychologist)

#### STREAM 2 - HEARING CLINICS AND MEDICAL CLINICS WITH HEARING ECHNICIANS

(a) Hearing Clinic (Hearing Technician)

# STREAM 3 - LABORATORY CLINICS AND MEDICAL CLINICS WITH LABORATORY TECHNICIANS AND TECHNOLOGISTS

(a) Laboratory (Laboratory Technician and Laboratory Technologist)

"The Request for Standing Offers (RFSO) is to establish National Individual Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers."

Table "A" - Regions of Required Services

Region	Required Services	Estimated Number of Suppliers (but not limited to)
Atlantic	Psychiatry (Psychiatrist)	1
Quebec	Medical Clinics *	4
British Columbia	Laboratory (Laboratory Technician and Laboratory Technologist)	1
	Occupational Health (General Practitioner)	3
	Medical Clinics *	1
	Hearing Clinic (Hearing Technician)	1
National Capital Region	Psychology (Psychologist)	2
	Neuropsychology (Neuropsychologist)	4
	Psychiatry (Psychiatrist)	3
	Occupational Health (General Practitioner)	2

<sup>\*</sup>Note: A Medical Clinic can comprise various physicians (general practitioners) and/or specialists (psychologists, neuropsychologists, psychiatrists) and/or Laboratory (Laboratory Technician and Technologist) and/or Hearing Clinic (Hearing Technicians)

**1.2.1** The anticipated date for the Standing Offer Agreements is from Standing Offer award with an end date of March 31, 2019.

#### **Option Period**

The SO Holder hereby grants to Health Canada the irrevocable option to extend the terms of the SO for up to four (4) additional one (1) year periods, under the same terms and conditions. Health Canada may exercise this option at any time by written notice to the SO Holder at least 30 calendar days prior to the SO expiry date or any extension thereof.

#### 1.3 Security Requirements

This RFSO does not contain a Security Requirement.

#### 1.4 Debriefings

Offerors may request a debriefing on the results of the RFSO process. Offerors should make the request to the Standing Offer Authority within fifteen (15) working days of receipt of the results of the RFSO process. The debriefing may be in writing, by telephone or in person.

#### PART 2 – OFFEROR INSTRUCTIONS

#### 2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2007 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Non-Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.2 Submission of Offers

- a Unless specified otherwise in the RFSO, bids must be received by the Contract Authority at the location identified (at **A.1**) by the date, time and place indicated on page 1 of the solicitation.
- b Due to the nature of the Request for Standing Offers, transmission of offers by **facsimile to Health Canada will not be accepted.**
- c If your bid is transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

#### 2.3 Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the RFSO closing date and time. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

#### 2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in *Ontario*.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.



#### PART 3 – OFFEROR PREPARATION INSTRUCTIONS

#### 3.1 Offer Preparation Instructions

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

Section I: Technical Bid (Bid Document (Mandatory Criteria), found at Annex "D") (1 electronic

copy as an email attachment);

Section II: Financial Bid (Bid Document found at Annex "D") (1 electronic copy as an email

attachment);

Section III: Certifications not included in the Technical Bid (Bid Document found at Annex "D" (1

electronic copy as an email attachment).

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

Offerors such as a Medical Clinic or a group of physicians under the same corporate name submitting a bid must provide the mandatory documentation for <u>each</u> physician and specialist. All documentation provided for each physician and specialist must be provided in a separate attachment however can be included in the same email. Each physician and specialist will be evaluated against the mandatory technical criteria.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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). To assist Canada in reaching its objectives, Offerors 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 Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment detailed below in Annex "B", Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

#### **ANNEX 1 PART 3**

#### LIST OF DOCUMENTS TO INCLUDE IN THE OFFERORS BID SUBMISSION

Listed below are the Streams and their corresponding bid documents to be submitted in the Bidders proposal. All Bid documentation is attached at Annex "D". The Streams listed below contain hyperlinks to assist the Bidder in accessing the required Bid documents.

Click on the hyperlink under each STREAM to access the documents referenced below that are to be submitted with the Offerors bid for that specific Stream.

# <u>STREAM 1 – OCCUPATIONAL HEALTH PROFESSIONAL PHYSICIANS</u> (General Practitioners, Psychologists, Neuropsychologists, Psychiatrists). (pages 32 - 42) includes the following

Practitioners, Psychologists, Neuropsychologists, Psychiatrists). (pages 32 - 42) includes the following documents:

- (a) Technical Bid (Mandatory Criteria), (pages 32 35),
- (b) Financial Bid, (pages 36 -38) and
- (c) Certification documents(pages 39 42) for bid submission

# STREAM 2 – HEARING CLINICS AND MEDICAL CLINICS WITH HEARING TECHNICIANS. (pages 43 - 49) includes the following documents:

- (a) Technical Bid, (pages 43 -44),
- (b) Financial Bid, (Mandatory Criteria), (page 45), and
- (c) Certification documents, (pages 46 49), for bid submission.

# STREAM 3 - LABORATORIES CLINIC AND MEDICAL CLINICS WITH LABORATORY TECHNICIANS AND TECHNOLOGISTS. (pages 50 - 57) includes the following documents:

- (a) Technical Bid, (Mandatory Criteria), (pages 50 52),
- (b) Financial Bid, (page 53), and
- (c) Certification documents for bid submission (pages 54 to 57)



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

#### **4.1** Evaluation Procedures

- a) Offers will be assessed in accordance with the entire requirement of the RFSO including the mandatory criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.2 Technical Evaluation

#### The Mandatory Requirements are divided into three (3) Streams:

- Stream 1 Occupational Health Professional Physicians
- Stream 2 Hearing Clinics And Medical Clinics With Hearing Technicians
- Stream 3 Laboratory Clinics And Medical Clinics With Laboratory Technicians And Technologists

#### PLEASE NOTE:

Offerors such as a Medical Clinic or a group of physicians under the same corporate name submitting a bid must provide the mandatory documentation for each physician and specialist for the category that they are being proposed under.

All documentation provided for each physician and specialist must be provided in a separate attachment however can be included in the same email. Each physician and specialist will be evaluated against the mandatory technical criteria for the category that they are being proposed under.

#### 4.2.1 Mandatory Technical Criteria

The Bidder must complete the Table(s) attached under Annex "D" for their respective Categories;

Stream 1 tables found at pages 32 to 35.

Stream, 2 tables found at pages 43 to 44.

Stream, 3 tables found at pages 50 to 52.

#### **4.3** Financial Evaluation

**4.3.1** The price of the offer will be based on the grid included at Annex "D", Financial Evaluation, in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Stream 1 tables found at pages 36 to 38.

Stream, 2 tables found at page 45.

Stream, 3 tables found at page 53.

#### 4.4 Basis of Selection

To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory criteria; and

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

#### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications attached at Annex "D" and additional information below to be issued a Standing Offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

# 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

- a) All Certifications under the Mandatory Criteria as per Mandatory Criteria, 4.2.1.
- b) Declaration of Convicted Offences

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, *if applicable*, the declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>), the Offeror must provide the required documentation, <u>as applicable</u>, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" available at the bottom of the page of the <a href="Employment and Social">Employment and Social</a>
<a href="Development Canada-Labour's">Development Canada-Labour's</a> website (<a href="https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)</a>.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.



#### 5.3 Pricing and Consideration

The Standing Offer Holder agrees that the pricing fee charged to Health Canada for the physician services and other Work performed by the Standing Offer Holder will be the same as the rate that would be paid to the Standing Offer Holder had the physician services been reimbursed by the health care insurance plan of the province or territory where the Standing Offer Holder is licensed to practice medicine;

- **5.3.1** Where a provincial or territorial health care insurance plan allows physicians to charge non-insured rates for the physician services being performed by the Standing Offer Holder, the Standing Offer Holder may charge Health Canada up to maximum non-insured rate permitted by the province or territory where the Standing Offer Holder is licensed to practice medicine;
- **5.3.2** The Standing Offer Holder agrees that the fee for the physician services performed will include the preparation and transmission of all reports;

#### **PART 6 - FINANCIAL EVALUATION**

Standing Offer Agreements will be awarded for each Specialty Category identified in Part 1 – General Information, Section 1.2 Summary of the RFSO.

The data included in the pricing schedule under **ANNEX "D" below** is provided for bid price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data. For clarification purposes a day consists of seven and a half (7.5) hours.



#### PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### 7.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work attached at Annex "A"

#### 7.2 Security Requirements

There is no Security associated with this requirement.

#### 7.2.1 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) and form a part of this Standing Offer Agreement..

#### 7.2.2 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 7.2.3 Term of Standing Offer Period of the Standing Offer

The term of the Standing Offer Agreements is from Standing Offer award to March 31, 2019 inclusive.

#### Option Period

The SO Holder hereby grants to Health Canada the irrevocable option to extend the terms of the SO for up to four (4) additional one (1) year periods, under the same terms and conditions. Health Canada may exercise this option at any time by written notice to the SO holder at least 30 calendar days prior to the SO expiry date or any extension thereof.

#### 7.3 Authorities

#### 7.3.1 The Standing Offer Authority is:

Name: Donna Pettit Senior Contracting and Procurement Officer Health Canada - Santé Canada 200 Eglantine Driveway Ottawa, ON K1A 0K9 Telephone: 613-698-3684

E-mail address: donna.pettit@hc-sc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

# 7.3.2 Project/Technical Authority

To be determined at Standing Offer award.

### 7.3.3 Offeror's Representative

To be determined at Standing Offer award.

# 7.4 Proactive Disclosure of Contract 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.

#### 7.5 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: the Department of Health Canada and Public Health Agency.

#### 7.6 Call-Up Procedures

Health Canada will enter into an individual Call-up against a Standing Offer under any of the speciality categories indicated in the Statement of Work based on Best Fit and Operational Requirements.

Health Canada will provide the Standing Offer Holder a Statement of Work/Statement of Requirements outlining their requirement in accordance with the services to be provided under the perspective Stream(s), category and type of services as per the Statement of Work to obtain a firm/fixed price for any service request, which shall be established and agreed upon by the Project Authority and the selected Standing Offer Holder using the rates set out in the Basis of Payment.

Upon agreement of a firm, fixed price for the request, the Standing Offer Holder shall be authorized by the Project Authority or designate to proceed with the work by issuance of a Call-up against the SOA. The Standing Offer Holder shall acknowledge receipt of the Call-up document within two (2) working days of receipt.

Within five (5) working days of the receipt of the request, or the number of days as agreed to by the Project Authority, the Standing Offer Holder will assess the PSOHP request and confirm the date that the health evaluation and/or other service will be provided.

Any resulting Call-up is subject to the terms and conditions of the SOA.

It is understood and agreed to that the Standing Offer Holder shall not commence any work until authorized in writing by a Call-up issued by the Project Authority or designate.

Further, no costs incurred before receipt of a signed "Call-up against a Standing Offer" from the Project Authority, can be charged to any resulting SOA.

# 7.6.1 Regular Work Periods

For each work request respective of the regular work periods the Project Authority or designate shall contact the Standing Offer Holder under their respective Stream, specialty category and provide him/her with a description of the services required and the delivery schedule to be respected.

Should the selected Standing Offer Holder be unable to perform the work requirement, the Standing Offer Holder must notify the Project Authority in writing within forty-eight (48) hours of being contacted.

This step would be repeated until one is able to perform the work as requested.

Failure to provide written notification of availability within forty-eight (48) hours of being contacted shall be interpreted as being unable to perform the service(s) and shall result in the Project Authority going to the next selected Standing Offer Holder with the work request in question.

#### 7.7 Allocation of Work

The Standing Offer Authority will monitor Call-up activities to ensure work is allocated in accordance with the Call-Up procedures.

The above allocation is on a per Stream basis.

#### 7.8 Call-Up Instrument

The work will be authorized or confirmed by the Identified User using a Call-Up against Standing Offer form 942.

### 7.9 Limitation of Call-ups

Individual Call-Ups against the Standing Offer must not exceed \$50,000.00.

#### 7.10 Financial Limitation

The total cost to Canada resulting from all call ups against the Standing Offer should not exceed the sum of **up to \$500,00.00 in the Standing Offer Period** (Applicable Taxes excluded unless otherwise authorized in writing by the Standing Offer Authority) and \$500,000.00 in each of the four (4) one (1) year Options Periods. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

#### 7.11 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) 4008 (2008-12-12), Supplemental General Conditions Personal Information;
- d) the 2005 (2017-06-21), General Conditions Standing Offers Goods or Services;
- e) the general conditions  $2010C\ 2016-04-04$ , General Conditions Services (Medium Complexity) as amended apply to and form part of the Contract;
- f) SACC Manual clause C6000C 2017-08-17 Limitation of Price;
- g) Annex "A", Statement of Work;
- h) Annex "B", Basis of Payment;
- i) Annex "C", Insurance.

i	) Annex "D	".	Documents	for	Bid	Sub	omiss	ion	for	Streams	1,2	and 3	3.

k)the Offeror's offer dated \_\_\_\_\_ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_ " or "as amended on \_\_\_\_\_ " and insert date(s) of clarification(s) or amendment(s) if applicable).

#### 7.12 Certifications and Additional Information

#### 7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

#### 7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relation between the parties determined, by the laws in force in Ontario (or Province of SOA holder).

### **8 Resulting Contract Clauses**

The following clauses and conditions apply to and form part of any contract resulting from a Call-up against the standing offer.

#### 8.1 Statement of Work

The contractor must provide the necessary items and perform the Work described in the Call-Up against the Standing Offer.

#### 8.2 General Conditions

 $\underline{\text{General Conditions - Services (Medium Complexity) (2016-04-04) 2010C}} \text{ , apply to and form part of the Contract.}$ 

2010C-06 - Subcontracts is deleted and replaced as follows:

The Standing Offer Holder may not subcontract the Work, including the health professional services required to be performed under this Agreement, unless the Standing Offer Holder is a legally incorporated company that refers health professionals to Health Canada to perform the Work and the Contractor subcontracts with the referral health professionals.

Under 2010C-31 amend to add 2010C-32;

#### In this section:

- 1. "Deliverable" means the Work created by the Contractor for Her Majesty, including an evaluation report and any type of record, including a Medical Record, in which copyright subsists. For the purposes of this section, a deliverable does not include the performance of physician services.
- 2. "Medical Record" means a record of facts about a patient's health that includes information about who treated the patient, and what, when, how and why medical services were provided, whether in paper or electronic form.
- 3. "Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.

  Any Deliverables created or developed by the Contractor as part of the Work in which copyright vests will belong to Her Majesty. The Contractor shall incorporate in the Deliverable the copyright symbol and either of the following notices, as appropriate:

#### © HER MAJESTY THE QUEEN IN RIGHT OF CANADA (2017)

or

# © SA MAJESTÉ LA REINE DU CHEF DU CANADA (2017)

3. Her Majesty grants to the Contractor a limited, non-exclusive, non-sublicensable, revocable right to use and make copies of the Medical Records only as required to perform the Work under the Contract and to share with third parties as required by law.

At the request of the Contracting Authority, the Contractor shall provide to Her Majesty, at the completion of the Work or at such time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S.C. 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights

### **8.2.1** Supplemental General Conditions

<u>4008 (2012-12-12)</u>, Supplemental General Conditions – Personal Information, apply to and form part of the Standing Offer and resulting Call Ups.

#### 8.2.2 Standard Procurement Clauses

M3020T - (2016-01-2 - 8) Status of Availability of Resources - Offer apply to and form a part of the Standing Offer Agreement

#### 8.3 Term of the Contract

#### 8.3.1 Period of the Contract

The work must be completed in accordance with the Call-Up against the standing offer.

#### 8.4 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.

#### 8.5 Payment

#### 8.5.1 Basis of Payment

Canada will pay the Standing Offer holder for all work performed pursuant to the Call-up and subject for acceptance by the Project Authority.

#### 8.5.1.1 Ceiling Price

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the call-up, to the ceiling price specified in the call-up, which will be established in accordance with Annex "B", Basis of Payment. Customs duties are included, and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment specified in the call-up.

- **8.5.1.2** All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Canada. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- **8.5.1.3** No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications made by the Contractor will be authorized or paid to the Contractor unless such changes, modifications or interpretations have been approved in writing by the Standing Offer Authority prior to their incorporation into the Work. The Contractor is not obliged to perform any Work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Standing Offer Authority. The Contractor will notify the Project Authority in writing as to the adequacy of this sum:

- a. when it is seventy five percent (75%) committed, or
- b. four (4) months prior to the Contract expiry date, or
- c. if the Contractor considers the funds provided to be inadequate for the completion of the

Work, whichever comes first.

In the event that the notification refers to inadequate funds, the Contractor will provide to the Project Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional fund does not increase the liability of Canada.

#### **8.5.2** Limitation of Price

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

# 8.6 Invoicing Instructions

 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 include the following:

- a) the Contract title, number and financial code;
- b) the date;
- c) a description of the Work performed;
- d) timesheets (if payment is based on hourly/firm per diem rates);
- e) evidences of actual Cost (Cost Reimbursable Elements);
- f) the amount of the progress payment being claimed; and
- g) the amount for any tax (including GST/HST).

#### 2. Invoices must be distributed as follows:

a. One (1) copy must be forwarded to the address shown on page 1 of the Call-Up for certification and payment.

#### ANNEXE A

#### STATEMENT OF WORK

#### Occupational Health Professional Services

#### 1. Scope

#### 1.1. Introduction

Health Canada is the federal department responsible for helping the people of Canada maintain and improve their health. Health Canada is committed to improving the lives of all of Canada's people and to making this country's population among the healthiest in the world as measured by longevity, lifestyle and effective use of the public health care system.

The Public Service Occupational Health Program (PSOHP) has a continuing requirement for external Contractors to supplement the work of the Occupational Health Medical Officers (OHMO) in the provision of health evaluations to federal government public servants. The PSOHP is a National Program with regional offices for service delivery. Health Canada (HC) is seeking the service of a supplier in each of the following health categories below:

- (a) Laboratory (Laboratory Technician and Technologists)
- (b) Hearing Clinic (Hearing Technician)
- (c) Occupational Health (General Practitioner)
- (d) Neuropsychology (Neuropsychologist)
- (e) Psychiatry (Psychiatrist)
- (f) Psychology (Psychologist)

Health Canada (HC) requires the service of the supplier in each the medical specialty categories above to provide the following services, but not limited to:

- (a) Occupational Health Examinations
- (b) Fitness to work Examinations
- (c) Laboratory tests
- (d) Hearing tests

### 1.2. Objectives of the Requirement

PSOHP conducts health evaluations and assessments for federal employees to help assess the employee's ability or fitness to perform their work. In order to collect the information required to conduct the health evaluation, the employee/dependent is examined by either their treating physician, a PSOHP designated physician or an OHMO. A PSOHP OHMO always does the final assessment. With the employee's/dependent's consent an OHMO may contact the employee's/dependent's treating physician or specialist for information, and/or the OHMO may refer the employee/dependent to an Occupational Health Professional to conduct the health evaluation and/or conducting medical tests.

The decision as to which Occupational Health Professional is selected is made by the OHMO on a case by case basis and is related to:

- (a) the type of evaluation that is required;
- (b) the presenting medical condition;
- (c) the complexity of the case;
- (d) the medical expertise required;
- (e) the language requirements of the recipient;
- (f) the location of the work;
- (g) the urgency of the requirement and the requirement for medical tests.

Requests for the Occupational Health Professional to perform a health evaluation or to conduct medical tests may come from PSOHP or directly from a client department. Requests for the Occupational Health Professional to perform a Fitness to work evaluation may come from PSOHP but NOT directly from a client department.

Multiple Occupational Health Professionals are required as health evaluations are conducted across Canada and often need to be completed within relatively short time frames. The Occupational Health Professional will provide occupational health services, which include examining the employee and/or conducting appropriate medical tests, and will submit as a deliverable to PSOHP a report. The PSOHP OHMO will then review the contractor's report and medical test result(s) and provide their recommendations to the employing department.

There are four (4) types of health evaluations conducted by OHMOs for which a referral to a Physician for an evaluation may be required:

- (a) Pre-placement Evaluation: A pre-placement health evaluation is conducted when an individual is to be employed in a specific job that has an inherent element of risk to health and safety and/or for which certain occupational health and physical requirements need to be met.
- (b) Periodic Evaluation: Periodic health evaluations are follow-up evaluations that are conducted on a schedule of every one to five years. The schedule is determined by a risk assessment and is based on factors such as a hazard exposure and the employee's age. The purpose is to determine if employees: continue to meet the occupational health requirements of their position; are being negatively affected by their work; and/or can continue working under the same work conditions without detriment to their health and safety or to that of others.
- (c) Fitness to Work Evaluation (FTWE): Fitness to work evaluations are provided at the request of the employer to determine if an employee is medically fit to safely and effectively perform the tasks of a specific job. The evaluations are carried out with the employee's consent and with input from the treating health professional, if applicable. The evaluations are to assess the employee's health capability to carry out, or continue to carry out, the duties of the position and, where applicable, to identify the employee's medical limitations/restrictions.
- (d) Posting-related Evaluation Assignment: Posting related health evaluations are conducted for employees and their dependents assigned to, between and from foreign posts. The purpose of these health evaluations is to optimally prepare employees and their dependents for a healthy assignment by providing advice on the level of medical services at post and on conditions at post which could affect their health, as well as advising on individual health issues which should be resolved prior to departure. This includes temporary duty and posting-related Afghanistan evaluations.

#### 1.3. Background and Specific Scope of the Requirement

The principle mandate of the Public Service Occupational Health Program (PSOHP) is to ensure the health and safety of federal public servants. PSOHP's primary service line is the undertaking of health evaluations and conduct medical tests for all federal public servants employed in positions with physical and mental health requirements. Those physical and mental health evaluations include occupational health examination, fitness to work and the related occupational medical tests such as hearing and laboratory tests. PSOHP uses the Occupational Health Assessment Guide (OHAG) <a href="http://publiservice.gc.ca/services/rapb-dgrp/psohp-pstfp/assets/pdf/ohag-gest/ohag-gest\_e.pdf">http://publiservice.gc.ca/services/rapb-dgrp/psohp-pstfp/assets/pdf/ohag-gest/ohag-gest\_e.pdf</a>, the reference that outlines the medical requirements by occupation for the Government of Canada. The OHAG, developed and maintained by the PSOHP with input from the Treasury Board Secretariat and client departments is meant to guide medical professionals to perform occupational health examinations on federal public servants in occupations with specific health and safety risks. The aim is to eliminate, mitigate, and prevent harm as a priority for the Government of Canada.

The need for on-going Occupational Health Professional is critical for the PSOHP to effectively support TBS and the OHAG. Health Canada requires qualified Occupational Health Professional with a specialty in Occupational Health Examination and Medical Testing to undergo the various physical and mental health examinations and medical testing demands.

It is the right of federal public servants to go to the health care professionals of their choice. In doing so, federal public servants who go to health care professional that do not have the knowledge of the Occupational Health Assessment Guide and that do not have experience in occupational health would not be in a position to complete adequately an occupational health examination or conduct the appropriate

medical tests. Such inadequate examinations or medical tests could jeopardize the physical and/or mental health and safety of the federal public servants and/or put at risk the health and safety of other employees. PSOHP must put in place accessible and reliable occupational health care services for federal public servants in their area of work.

The PSOHP requires the services of Occupational Health Professional with experience in providing Occupational Health Examination and/or conducting medical tests as stated in the OHAG. This resource must have a specialty in occupational health, and have knowledge and experience in the applicability of the Occupational Health Assessment Guide for safety sensitive positions within the Government of Canada. The Occupational Health Professional must be able to provide evidence based guidance with regard to identifying examinations and/or medical testing that will assist in determining the federal public servants' assessments.

#### 2. REQUIREMENTS

#### 2.1. Tasks, Activities, Deliverables and Milestones

#### 2.1.1. Tasks

On an as and when requested basis, Health Canada may request occupational health professional services from a Standing Offer Holder when a health assessment or medical test needs to be conducted on a federal employee/dependent and an OHMO determines that a Contractor should perform the health evaluation or medical test.

Work will be issued to a Standing Offer Holder by Health Canada on an as and when requested basis. Health Canada will request services if required according to the following process:

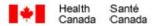
- (a) The Project Authority will prepare a request(referral package) which will describe and detail the type of health evaluation and other Work required by the PSOHP to be performed by the Contractor including personal information about the federal employee/dependent;
- (b) The PSOHP will provide the Standing Offer Holder with a referral package that contains the relevant information about the case, including personal information about the federal employee/dependent;
- (c) The provider must use the Form 3312, Occupational Health Assessment Report, when completing the examination, the form 3312. The form 3312 which will be sent as part of the package. The form 3312 can be found at the following link: <a href="http://publiservice.gc.ca/services/rapb-dgrp/psohp-pstfp/form/ohar-rest\_e.html">http://publiservice.gc.ca/services/rapb-dgrp/psohp-pstfp/form/ohar-rest\_e.html</a>,
- (d) The service must be rendered in accordance with the Occupational Health Assessment Guidelines, which are posted at the following link: <a href="http://publiservice.gc.ca/services/rapb-dgrp/psohp-pstfp/assets/pdf/ohag-gest/ohag-gest e.pdf">http://publiservice.gc.ca/services/rapb-dgrp/psohp-pstfp/assets/pdf/ohag-gest/ohag-gest e.pdf</a>
- (e) Within five (5) working days of the receipt of the request, or the number of days as agreed to by the Project Authority, the Standing Offer Holder will assess the PSOHP request and confirm the date that the health evaluation and other Work will be provided.
- (f) For the laboratory and hearing tests, the work request and timing to complete the tests will be included in the Call-up.

The request shall contain the necessary information for service provision and payment.

# STREAM 1 - Occupational Health (General Practitioner), Neuropsychology (Neuropsychologist), Psychiatry (Psychiatrist), Psychology (Psychologist),

The Standing Offer Holder will provide the following Occupational Health Professional services but not limited to:

- (a) Pre-placement evaluation including examination, consultation, record review, recommendations as applicable, report and transcription fee;
- (b) Periodic evaluation including examination, consultation, record review, recommendations as applicable, report and transcription fee;



- (c) Fitness to work evaluation including examination, consultation, record review, recommendations as applicable, report and transcription fee;
- (d) Posting-related evaluations including examination, consultation, record review, recommendations as applicable, report and transcription fee (this includes the employee's dependents);

#### STREAM 2 - Hearing Clinic (Hearing Technician), Medical Clinics with Hearing Technicians

The Standing Offer Holder will provide the following Occupational Health Professional hearing testing services but not limited to;

- (a) Conducting a pure tone audiogram at the following frequency in hertz: 500 Hz, 1000 Hz, 2000 Hz, 3000 Hz, 4000 Hz, 6000 Hz and 8000 Hz.
- (b) Pure tone audiogram
- (c) Aided audio
- (d) Full audio test
- (e) An audiogram report.
- (f) PSOHP does not require a full audiological assessment. No interpretation of the results is required by PSOHP. Aided audio will be provided on request from PSOHP.

# STREAM 3 - Laboratory (Laboratory Technician and Technologists), Medical Clinics with Laboratory Technicians and Technologists.

The Standing Offer Holder will provide the following Occupational Health Professional laboratory testing services but not limited to:

- (a) Hematology Profile
- (b) Cholesterol
- (c) HDL Cholesterol
- (d) Triglyceride
- (e) Chemistry Profile Tests:
- (f) Alanine Aminotransferase (ALT)
- (g) Aspartate Aminotransferase(AST)
- (h) Creatinine
- (i) Glucose Glutamyl Transpeptidase (GGT)
- (j) Urea
- (k) Urine Microscopic
- (l) Urine Chemistry
- (m) Hepatitis A Antibody

- (n) Hepatitis B Surface Antibody
- (o) Hepatitis C Virus
- (p) ECG (includes tracing and interpretation)
- (q) Hemoglobin A1C
- (r) Varicella Zoster Serology
- (s) Other tests as required for the occupational health evaluation and requirements

#### 2.2. Reporting Requirements

After completing the health evaluation and all other medical tests required performing the health evaluation, the Occupational Health Professional will draft and provide to Health Canada a copy of the report or test as indicated below under "Follow up Service delivery" and "Narrative Report". The report will be in MS Word, the tests will be scanned and readable as pdf file.

#### 2.2.1. Follow-up service delivery

After completing the health evaluation and/or medical tests required performing the health evaluation or medical testing, the Occupational Health Professional Contractor will draft and provide to Health Canada a copy of the report and/or medical test.

#### 2.2.2. Narrative Report

#### The Health Professional/Laboratory/Medical Clinic must provide a Narrative Report......

Unless otherwise requested by Health Canada, at a minimum, the narrative report or test must include:

- (a) Significant findings
- (b) Diagnosis
- (c) Course of the illness;
- (d) Prognosis;
- (e) Specifics based on the type of evaluations;
- (f) Answers to the specific questions raised by the referring OHMO physician.

#### 2.3. Method and Source of Acceptance

Health Canada will assess the Work provided by the Occupational Health Professional, including the narrative report, by reviewing the timeliness, completeness and quality of Work.

All services rendered must be performed in compliance with professional credentialing requirements and all legal and ethical standards of care.

The Occupational Health Professional shall complete and deliver the narrative report and/or the medical tests to the Health Canada PSOHP Office that issued the service request within 4 weeks of the health evaluation or medical tests. If the request for the health evaluation and/or medical tests is urgent, the Standing Offer Holder agrees to provide an opinion to the OHMO within a shorter, agreed upon time frame.

#### 3. ADDITIONAL INFORMATION

#### 3.1. Canada's Obligations

The Project Authority will ensure the appropriate subject matter experts from within Health Canada are available to the Contractor to discuss and provide content, source, and/or reference material, as well as to facilitate cooperation with other representatives of Health Canada as required;

#### 3.2. Standing Offer Holders Obligations

#### 3.2.1. Conducting the work

The Standing Offer Holder shall perform the health professional services component of the Work in compliance with all legal and ethical standards, and shall not perform the services unless informed consent has been obtained from the patient.

The Standing Offer Holder represents and warrants that:

- (a) it is competent to perform the Work;
- (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials;
- (c) it has the necessary qualifications, including licensing, knowledge, skill, know-how and experience, and the ability to perform the Work;
- (d) it shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

The Standing Offer Holder must:

- (a) perform the Work diligently and efficiently;
- (b) perform the occupational health professional services in accordance with the acceptable medical standard of care; and
- (c) prepare all deliverables to the satisfaction of Health Canada and in full conformity with the specifications and all the requirements of the Contract.

Any occupational health professional services required, as part of the Work must not be performed by any person who, in the opinion of Health Canada, is incompetent, unsuitable or has conducted himself/herself improperly.

### 3.2.2. Availability

The Standing Offer Holder must inform the Project Authority when it is overbooked and cannot take additional referrals from Health Canada. The Standing Offer Holder must also inform the Project Authority prior to being on leave or non-available to pick up referrals.

#### 3.2.3. Confidentiality

The Standing Offer Holder must keep confidential all information provided to the Standing Offer Holder by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Standing Offer Holder as part of the Work. Information provided to the Standing Offer Holder by or on behalf of Canada must be used solely for the purpose of the Standing Offer and any resulting Call Up and remains under the control of Canada.

The Standing Offer Holder must ensure that any Personal Information related to the Work that is stored electronically is located in Canada.

#### 3.2.3.1 In addition, the Standing Offer Holder:

- i. shall provide, as and when requested, the government with an up-to date list of all employees, subcontractors, or agents engaged in the contract who will have access to the Personal Information
- ii shall be fully and solely responsible for the actions of its employees, subcontractors, and agents who act on its behalf in the performance of their functions under the contract;
- iii is prohibited from disclosing and/or transferring any personal information outside the boundaries of Canada, or allowing parties outside Canada to have access to it, without the prior written approval of Canada;
- iv shall be prohibited from disclosing or transferring any personal information, except as necessary for the purposes of fulfilling its obligations under the contract or unless otherwise directed to do so in writing;
- v that the Standing Offer Authority must not subcontract the performance of any part of the services or functions under the contract without prior written approval from the Standing Offer Holder Authority.
- 3.2.3.2 The obligations of the Standing Offer Holder regarding confidentiality of Personal Information, including Supplemental General Conditions 4008 (2008-12-12) to protect personal information shall survive completion and expiry of the contract.

#### 3.2.4. Notification

The Standing Offer Holder must notify the Project Authority of any issues that may call into question the Standing Offer Holder's competency and any restrictions imposed by the licensing body affecting the Standing Offer Holder's ability to provide services.

The Standing Offer Holder must notify the Project Authority immediately of any significant complaints lodged against the Standing Offer Holder.

#### 3.2.5. Readiness

The Standing Offer Holder agrees to stand in readiness through the period of the Standing Offer to perform the Work on an as and when requested basis.

# 3.3. Location of Work, Work site and Delivery Point

The health evaluation must be carried out by the Standing Offer Holder at his/her place of business, in accordance with the appropriate medical standard of care and other standards and requirements described in the SOW, unless otherwise specified and agreed to by all Parties in writing.

### 3.4. Language of Work

The language of work will be in English or French and will be specified in writing when the request for occupational health professional services is made.

#### 3.5. Special Requirements

#### 3.5.1. Provision of services

After the Standing Offer Holder receives the service request in the form of a Call Up, the Standing Offer Holder shall undertake the health evaluation and/or medical test of the employee/dependent in order to provide the OHMO with their evaluation and/or medical tests results to assist the OHMO in making their final determination.

If the Standing Offer Holder finds that the work associated with conducting the occupational health evaluation and/or medical test is more complex than expected and will require more time than normally expected, the Project Authority should be notified. The Standing Offer Holder should identify any issue in advance of completing the work and report the issue to the attention of the Project Authority.

#### 3.6. Travel and Living

There is no travel and living associated with this service.

#### 4. PROJECT SCHEDULE

#### 4.1. Expected Start and Completion Dates

The anticipated start date for the Standing Offer Agreements is from Standing Offer Award with an end date of March 31, 2019 with the option to extend the terms of the Standing Offer Agreement for up to four (4) additional one (1) year periods if deemed necessary.

#### 5. APPLICABLE DOCUMENTS AND GLOSSARY

#### 5.1. Applicable Documents

#### 5.2. Relevant Terms, Acronyms and Glossaries

FTWE Fitness to Work Evaluation

HC Health Canada

OHMO Occupational Health Medical Officer

SOW Statement of Work

CMPA Canadian Medical Protective Association PSOHP Public Service Occupational Health Program

SOA Standing Offer Agreement

SO Standing Offer

OHAG Occupational Health Assessment Guidelines

RSFO Request for Standing Offer

RCPSC Royal College of Physicians and Surgeons of Canada

CFPC College of Family Physicians of Canada CLCA Comprehensive Land Claims Agreements



### ANNEX "B" BASIS OF PAYMENT

# **Professional Service**

For professional services, the Contractor will be paid at the following firm, all-inclusive rates. These rates include overhead and profit but do not include GST and HST.

# STREAM 1 - OCCUPATIONAL HEALTH PROFESSIONAL PHYSICIANS FOR SPECIALTY CATEGORIES:

- (a) Occupational Health (General Practitioner);
- (b) Neuropsychology (Neuropsychologist);
- (c) Psychiatry (Psychiatrist);
- (d) Psychology (Psychologist);

 $Table \ A \ - \ Please \ note \ that \ these \ dates \ are \ anticipated \ and \ subject \ to \ change \ depending \ on \ the \ Standing \ Offer \ start \ dates.$ 

Column "A"	Column "B"	Column "C"	Column "D"	Column "E"	Column "F"
Period of Service	Insert Specialty Category Proposed	Name of Resource	Firm Hourly Rate as applicable Cdn\$ (Taxes not included)	Firm Rate per Evaluation as applicable (Taxes not included)	Cancellation / No Show Fee if applicable Cdn \$
Standing Offer			,	,	
Period					
SOA award to					
03-31-2019					
Preplacement					
Evaluation					
Periodic					
Evaluation					
Posting related					
Evaluation					
Fitness to Work					
Evaluation					
Option Period 1					
04-01-2019 to					
03-31-2020					
Preplacement					
Evaluation					
Periodic					
Evaluation					
Posting related					
Evaluation					
Fitness to Work					
Evaluation					
Option Period 2					
04-01-2020 to					
03-31-2021					
Preplacement Evaluation					
Periodic					
Evaluation					



		KI 50 KEI EKE	NCE # 1000193072
Posting related			
Evaluation			
Fitness to Work			
Evaluation			
Option Period 3			
04-01-2021 to			
03-31-2022			
Preplacement			
Evaluation			
Periodic			
Evaluation			
Posting related			
Evaluation			
Fitness to Work			
Evaluation			
Option Period 4			
04-01-2022 to			
03-31-2023			
Preplacement			
Evaluation			
Periodic			
Evaluation			
Posting related			
Evaluation			
Fitness to Work			
Evaluation			

# ANNEX "B" BASIS OF PAYMENT CONT'D

#### **Professional Service**

For professional services, the Contractor will be paid at the following firm, all-inclusive rates. These rates include overhead and profit but do not include GST and HST.

# STREAM 1 - OCCUPATIONAL HEALTH PROFESSIONAL PHYSICIANS FOR SPECIALTY CATEGORIES:

- (a) Occupational Health (General Practitioner);
- (b) Neuropsychology (Neuropsychologist);
- (c) Psychiatry (Psychiatrist);
- (d) Psychology (Psychologist);

 $\begin{tabular}{ll} Table A-1 (Tests) - Please note that these dates are anticipated and subject to change depending on the Standing Offer start dates. \\ \end{tabular}$ 

Column "A"	Column "B"	Column "C"	Column "D"	Column "E"	Column "F"	Column "G"
	Standing Offer Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Standing Offer Period and
Type of Test Being Performed.	SOA award to 03-31-2019	04-01-2019 to 03-31-2020	04-01-2020 to 03-31-2021	04-01-2021 to 03-31-2022	04-01-2022 To 03-31-2023	Option Periods 1,2,3 and 4 should they be exercised
	Cost per test in Cdn \$	Cost per test in Cdn \$	Cost per test in Cdn \$	Cost per test in Cdn \$	Cost per test in Cdn \$	Cancellation/No show fee if applicable Cdn \$
Audiometric Ton						
Spirometry						
Test de Snellen						
Ishihara Test (colors)						
Farnsworth Test						
Basic ECG with interpretation						
						,

PSOHP does not require a full audiological assessment. No interpretation of the results is required by PSOHP. Aided audio will be provided on request from PSOHP.

#### ANNEX "B"

#### BASIS OF PAYMENT CONT'D

# STREAM 2 - HEARING CLINICS AND MEDICAL CLINICS WITH HEARING TECHNICIANS

#### **Professional Service**

For professional services, the Contractor will be paid at the following firm, all-inclusive rates. These rates include overhead and profit but do not include GST and HST.

• Hearing Clinic (Hearing Technician)

 $Table\ A-(Tests)\textbf{- Please note that these dates are anticipated and subject to change depending on the Standing\ Offer start dates.}$ 

Column "A"	Column "B"	Column "C"	Column "D"	Column ''E''	Column "F"	Column "G"
Type of Test	Standing Offer Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Standing Offer Period and Option Periods 1,2,3 and 4 should they be exercised
Being	SOA award	04-01-2019	04-01-2020	04-01-2021	04-01-2022	
Performed. (Add rows as	to 03-31-2019	to 03-31-2020	to 03-31-2021	to 03-31-2022	To 03-31-2023	
needed)	Cost per test in Cdn \$	Cancellation/No show fee if applicable Cdn \$				
Pure tone audiogram						
Aided audio						
Full audio test						
An audiogram report						
		<u> </u>				

- The offeror can add other tests as required for the occupational health evaluation and requirements to the list and indicate the cost per test
- PSOHP does not require a full audiological assessment. No interpretation of the results is required by PSOHP. Aided audio will be provided on request from PSOHP.



# ANNEX "B" BASIS OF PAYMENT CONT'D

#### **Professional Service**

For professional services, the Contractor will be paid at the following firm, all-inclusive rates. These rates include overhead and profit but do not include GST and HST.

# STREAM 3 - LABORATORIES CLINIC AND MEDICAL CLINICS WITH LABORATORY TECHNICIANS AND TECHNOLOGISTS

• Laboratory (Laboratory Technician and Technologists)

Table A - (Tests) Please note that these dates are anticipated and subject to change depending on the

Standing Offer start dates.							
Column "A"	Column "B"	Column "C"	Column "D"	Column "E"	Column "F"	Column "G"	
Type of Test Being Performed (rows to be added as deemed necessary).	Standing Offer Period SOA award to 03-31-2019  Cost per test in Cdn \$	Option Period 1 04-01-2019 to 03-31-2020  Cost per test in Cdn \$	Option Period 2 04-01-2020 to 03-31-2021  Cost per test in Cdn \$	Option Period 3 04-01-2021 to 03-31-2022  Cost per test in Cdn \$	Option Period 4 04-01-2022 To 03-31-2023 Cost per test in Cdn \$	Standing Offer Period and Option Periods 1,2,3 and 4 should they be exercised Cancellation/No show fee as applicable	
Hematology Profile						Cdn \$	
Cholesterol							
HDL Cholesterol							
Triglyceride							
Chemistry Profile							
Tests							
Alanine							
Aminotransferase							
(ALT)							
Aspartate							
Aminotransferase							
(AST)							
Creatinine							
Glucose Glutamyl							
Transpeptidase (GGT)							
Urea							
Urine Microscopic							
Urine Chemistry							
Hepatitis A							
Antibody							
Hepatitis B Surface							
Antibody							
Hepatitis C Virus							
ECG (includes							
tracing and							
interpretation)							
Hemoglobin A1C							
Varicella Zoster							
Serology							
Scrology							
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#### ANNEX "C"

# INSURANCE COMMERCIAL GENERAL LIABILITY INSURANCE AND MEDICAL MALPRACTICE LIABILITY INSURANCE REQUIREMENTS

1.0 The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex "D".

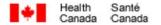
If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period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

2.0 Except if the Standing Offer Holder is a member of the Canadian Medical Protective Association (CMPA) and eligible for liability coverage (The Standing Offer Holder is not required to obtain Medical Malpractice Liability Insurance if the Standing Offer Holder is a member of the CMPA and eligible for occurrence-based assistance from the CMPA.), the Standing Offer Holder, if a physician or surgeon, shall obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the period of the Standing Offer, 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.

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 Standing Offer Holder in or about the conduct of the Standing Offer Holder's professional occupation or business of good samaritan acts.

If the Standing Offer Holder is a member of the Canadian Medical Protective Association (CMPA) they must provide a copy of their membership number.

The Standing Offer Holder is responsible to decide if additional insurance coverage is necessary to fulfill its obligations under the Standing Offer and to ensure compliance with any applicable law. Any additional insurance coverage will be at the Standing Offer's expense, and for its own benefit and protection.



#### PART 1 TO ANNEX "C"

#### COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

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

# ANNEX "D" DOCUMENTS FOR BID SUBMISSION

Attached under Annex "D" are the documents that are to be included in the Bidders email when submitting a bid. Each Stream is broken down with the following specific documents that are to be submitted by the Bidder by email:

Technical Bid which includes the Mandatory Criteria (Table(s) listed below under each respective Stream) Financial Bid which is included below (Table(s) listed below under each respective Stream); Certifications which are included below under each Stream.

#### STREAM 1 MANDATORY CRITERIA TO BE COMPLETED AND SUBMITTED WITH THE BID.

# STREAM 1 - OCCUPATIONAL HEALTH PROFESSIONAL PHYSICIANS Occupational Health (General Practitioner) Neuropsychology (Neuropsychologist) Psychiatry (Psychiatrist) Psychology (Psychologist) **Attention Offerors: To respond to the Mandatory** Met **Not Met** Criterion Criteria for this Stream please complete the Information **Information** is not ID information in red under each criterion below. is Provided provided or complete MT1 **Occupation Health Professional Physicians** The Physician/Offeror must identify the medical specialty category that they are submitting a proposal for. **General Practitioners** Psychologists — Neuropsychologists Psychiatrists, The Physician/Offeror must hold a valid unrestricted license to practice medicine issued by the medical regulatory authority in the province or territory where the Physician practices; The Physician/Offeror holds a valid unrestricted *license as per the above;* Yes No The Offeror must provide a copy of their valid licence to practice medicine as an Occupation Health Professional Physician in their bid: A copy of the Offerors licence is included in the bid; Yes No MT2 The Physician/Offeror must be a member in good standing in one of the following medical certifying bodies: a) The Royal College of Physicians and Surgeons of Canada (RCPSC);



# STREAM 1 - OCCUPATIONAL HEALTH PROFESSIONAL PHYSICIANS

- Occupational Health (General Practitioner)
- Neuropsychology (Neuropsychologist)
- Psychiatry (Psychiatrist)
- Psychology (Psychologist)

	,		
Criterion ID	Attention Offerors: To respond to the Mandatory Criteria for this Stream please complete the information in red under each criterion below.	Met Information is Provided	Not Met Information is not provided or complete
	or b) The College of Family Physicians of Canada (CFPC).		
	The Physician is a member of the RCPSC;		
	Yes No		
	The Physician is a member of the CFPC;		
	Yes No		
	Proof of membership must be provided in the Offerors bid.		
	Proof of membership is provided in the bid;		
	Yes		
	Health Canada reserves the right to contact the medical certifying bodies to confirm.		
МТ3	The Physician/Offeror must have Medical Malpractice Insurance through membership in the Canadian Medical Protective Association (CMPA) or alternate insurance coverage and Commercial General Liability Insurance.		
	A copy of insurance coverage must be included in the Offerors bid.		
	The Offeror has medical malpractice insurance coverage through the Canadian Medical Protective Association (CMPA) as per Annex "D";		
	Yes No		
	A copy of insurance coverage must be included in the Bid package.		
	The Offeror has provided the name of the alternative insurance agency;		



# STREAM 1 - OCCUPATIONAL HEALTH PROFESSIONAL PHYSICIANS

- Occupational Health (General Practitioner)
- Neuropsychology (Neuropsychologist)
- Psychiatry (Psychiatrist)
- Psychology (Psychologist)

	• Fsychology (Fsychologist)		
Criterion ID	Attention Offerors: To respond to the Mandatory Criteria for this Stream please complete the information in red under each criterion below.	Met Information is Provided	Not Met Information is not provided or complete
	Yes		
MT4A	The Physician/Offeror must have a minimum of 3 years of relevant* clinical experience.  * Relevant meaning experience in the physicians medical specialty category.  The years are cumulative, must be indicated in month and years and cannot overlap.  The Physician/Offeror has a minimum of 3 years of relevant clinical experience.		
	Please complete MT4B Table Attachment Below;		



# STREAM 1 - OCCUPATIONAL HEALTH PROFESSIONAL PHYSICIANS

# MT4B - Table - Stream 1 - Clinical Experience for Occupational Health Professional Physicians.

Please include rows as applicable.

Name	Name of	Category	Clinical	Clinical Experience end date (in month and years)
of Clinic	Resource	of Resource	Experience start date (in month and years)	



#### STREAM I FINANCIAL BID DOCUMENT

This Financial Evaluation document is broken down into the three Streams as per 1.2 "Summary", page 2 and Mandatory Technical Criteria 4.2.1.

The Offeror must complete the table(s) under Stream 1, and include it in their email Bid submission.

# STREAM 1 - OCCUPATIONAL HEALTH PROFESSIONAL PHYSICIANS FOR SPECIALTY CATEGORIES:

- Occupational Health (General Practitioner);
- Neuropsychology (Neuropsychologist);
- Psychiatry (Psychiatrist);
- Psychology (Psychologist);

Offerors such as a Medical Clinic or a group of physicians under the same corporate name submitting a bid must complete the table below for each physician and specialist for the category that they are being proposed under.

Table A - Please note that these dates are anticipated and subject to change depending on the date of award of any resulting Standing Offer.

Column "A"	Column "B"	Column "C"	Column "D"	Column "E"	Column "F"
Period of Service	Insert Specialty Category Proposed	Name of Resource	Firm Hourly Rate as applicable (Taxes not included Cdn\$)	Firm Rate per Evaluation as applicable (Taxes not included Cdn\$)	Cancellation / No Show Fee (Cdn\$)
Standing Offer					
Period					
SOA award to					
03-31-2019					
Preplacement					
Evaluation					
Periodic					
Evaluation					
Posting related					
Evaluation					
Fitness to Work					
Evaluation					
Option Period 1					
04-01-2019 to					
03-31-2020					
Preplacement					
Evaluation					
Periodic					
Evaluation					
Posting related					
Evaluation					
Fitness to Work					
Evaluation					
Option Period 2					
04-01-2020 to					
03-31-2021					
Preplacement					



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Evaluation			
Periodic			
Evaluation			
Posting related			
Evaluation			
Fitness to Work			
Evaluation			
Option Period 3			
04-01-2021 to			
03-31-2022			
Preplacement	 		
Evaluation			
Periodic			
Evaluation			
Posting related			
Evaluation			
Fitness to Work			
Evaluation			
Option Period 4			
04-01-2022 to			
03-31-2023			
Preplacement			
Evaluation			
Periodic			
Evaluation			
Posting related			
Evaluation			
Fitness to Work			
Evaluation			

#### STREAM I FINANCIAL BID DOCUMENT CONT'D

# STREAM 1 - OCCUPATIONAL HEALTH PROFESSIONAL PHYSICIANS FOR SPECIALTY CATEGORIES:

- Occupational Health (General Practitioner);
- Neuropsychology (Neuropsychologist);
- Psychiatry (Psychiatrist);
- Psychology (Psychologist);

Table A-1 (Tests) - Please note that these dates are anticipated and subject to change depending on the date of any resulting Standing Offer award.

Column "A"	Column "B"	Column "C"	Column "D"	Column "E"	Column "F"	Column "G"
Type of Test Being Performed.	Standing Offer Period  SOA award to	Option Period 1  04-01-2019  to  03-31-2020	Option Period 2  04-01-2020 to 03-31-2021	Option Period 3  04-01-2021  to  03-31-2022	Option Period 4  04-01-2022  To 03-31-2023	Standing Offer Period and Option Periods 1,2,3 and 4 should they be
(Add rows as	03-31-2019	03-31-2020	03-31-2021	03-31-2022	03-31-2023	exercised
needed)	Cost per test in Cdn \$	Cost per test in Cdn \$	Cost per test in Cdn \$	Cost per test in Cdn \$	Cost per test in Cdn \$	Cancellation/No show fee Cdn \$
Audiometric Ton						
Spirometry						
Test de Snellen						
Ishihara Test (colors)						
Farnsworth Test						
Basic ECG with interpretation						

The offeror can add other tests as required for the occupational health evaluation and requirements to the list and indicate the cost per test.

PSOHP does not require a full audiological assessment. No interpretation of the results is required by PSOHP. Aided audio will be provided on request from PSOHP.



1.1

#### STREAM 1 CERTIFICATIONS TO BE SUBMITTED WITH THE BID

Legal name and Offeror's information (print clearly)
Offeror's Legal Name
Offeror's Complete Billing Address
Offeror's Phone number
Offeror's Authorized Representative
Offeror's Authorized Representative Phone number
Offeror's Authorized Representative e-mail

#### 1.2 Certifications

Offerors should provide the required certifications at offer submission. Canada may declare an Offer non-responsive if the required certifications are not part of the offer content.

Compliance with the certifications Offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before and after issuance of a Standing Offer). The RFSO Authority will have the right to ask for additional information to verify Offerors' compliance with the certifications before issuance of a Standing Offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the RFSO Authority for additional information will also render the Offer non-responsive.

#### 1.3 Certification of Education, Experience and Qualifications

By submitting an Offer the Offeror certifies that all statements made with respect to education and experience is true and that any person proposed by the Offeror to perform the Work or part of the Work is either an employee of the Offeror or under a written agreement to provide services to the Offeror.

Canada reserves the right to verify the above certification and to declare the offer non-responsive for any of the following reasons:

- an unverifiable or untrue statement; or
- unavailability of any person proposed whose statement of education and experience Canada has relied upon to evaluate the Offer and issuance of a Standing Offer.

# STREAM 1 CERTIFICATIONS TO BE SUBMITTED WITH THE BID CONT'D

#### 1.4 Certification of Availability and Status of Personnel

#### 1.4.1 Availability of Personnel and Facility

By submitting an Offer, the Offeror certifies that should it be authorized to provide services under any Standing Offer resulting from this RFSO, the persons and facility proposed in its offer will be available to commence performance of the Work within a reasonable time from Standing Offer award and will remain available to perform the Work in relation to the fulfilment of this requirement.

#### 1.5 Signature and Certification

By submitting an Offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

#### 1.6 Language Requirement

By submitting an Offer, the Offeror certifies that the Physician can provide the Language of choice to clients in the Province where they practice.

#### STREAM 1 CERTIFICATIONS TO BE SUBMITTED WITH THE BID CONT'D

Please read and complete YES  $(\ )$  NO  $(\ )$  highlighted below and include in the email bid submission with the certifications.

#### 1 Former Public Servant

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, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? YES ( ) NO ( )

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable: a. name of former public servant;

b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES ( ) NO ( )

If so, the Offeror 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

#### 2 Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the RFSO closing date and time. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

#### 3 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.



# STREAM 2 MANDATORY CRITERIA TO BE COMPLETED AND SUBMITTED WITH THE BID

STRE	STREAM 2 - HEARING CLINICS AND MEDICAL CLINICS WITH HEARING TECHNICIANS  • Hearing Clinic (Hearing Technician)					
Criterion ID	Attention Offerors: To respond to the Mandatory Criteria for this Stream please complete the information in red under each criterion below.	Met Information Provided	Not Met Information not provided or complete			
MT1	Occupational Health Professional Others than physicians		•			
	The Offeror, if a Hearing Clinic or Medical Clinic with hearing technicians must be an accredited or a licensed clinic with a valid unrestricted license to practice issued by the professional regulatory authority with their province to provide hearing tests in the province or territory where the Offeror practices;					
	The Offeror must identify the medical specialty category that they are submitting a proposal for.					
	Hearing Clinic					
	The Offeror (Hearing Clinic or Medical Clinic with hearing technicians) holds an accreditation or a valid unrestricted license to practice issued by the professional regulatory within the province or territory where the Offeror practices;					
	Yes					
	The Offeror/Clinic must provide a copy of the accreditation or the licence in their bid.					
	A copy of the Offerors accreditation or the unrestricted licence with their province is included in the bid;					
	Yes No					
	Health Canada reserves the right to contact the professional regulatory within the province or territory where the Offeror practices to confirm.					
MT2	The Offeror must have medical malpractice insurance coverage.					
	The Offeror/Clinic has medical malpractice insurance coverage as per Annex "D";;					
	Yes					
	Copy of insurance coverage must be included in the Bid package					
	A copy of the insurance coverage is included in the Bid package					
	Yes					

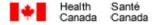
	The Offeror's has commercial general liability insurance as per Annex "D";  Yes	
МТ3А	The Offeror/Clinic must have a minimum of 3 years of relevant clinical experience.  The Offer has a minimum of three (3) years of relevant clinical experience;  Yes  No  Please complete MT3B Table attachment below;	

# STREAM 2 – HEARING CLINICS AND MEDICAL CLINICS WITH HEARING TECHNICIANS • Hearing Clinic (Hearing Technician)

### MT3B - Table - Hearing Clinics and Medical Clinics with Hearing Technicians

Please complete the table below for each Clinic and include rows as applicable;

Name of Clinic	Location of Clinic	Date Clinic started operation (in month and years)	Current date of Clinic in operation (in month and years)



#### STREAM 2 FINANCIAL BID DOCUMENT

This Financial Evaluation document is broken down into the three Streams as per 1.2 "Summary", page 2 and Mandatory Technical Criteria 4.2.1.

The Offeror must complete the table(s) under Stream 2, below and include it in their email.

#### STREAM 2 - HEARING CLINICS AND MEDICAL CLINICS WITH HEARING TECHNICIANS

• Hearing Clinic (Hearing Technician)

Table A - (Tests) - Please note that these dates are anticipated and subject to change depending on the date of

award of any resulting Standing Offer.

award of any res	ulting Standii	ng Offer.				
Column "A"	Column "B"	Column "C"	Column "D"	Column "E"	Column "F"	Column "G"
	Standing	Option	Option	Option	Option	Standing Offer Period and
	Offer	Period 1	Period 2	Period 3	Period 4	Option Periods 1,2,3 and 4
Type of Test	Period	1 chod 1	1 chod 2	1 chod 3	1 CHOC 4	should they be exercised
Type of Test Being	SOA	04-01-2019	04-01-2020	04-01-2021	04-01-2022	should they be exercised
Performed.	award to	to	to	to	То	
(Add rows as	03-31-2019	03-31-2020	03-31-2021	03-31-2022	03-31-2023	
needed)	Cost per	Cost per	Cost per	Cost per	Cost per	Cancellation/No show fee
,	test in Cdn	test in Cdn	test in Cdn	test in Cdn	test in Cdn	Cdn \$
	\$	\$	\$	\$	\$	Can $\phi$
Pure tone						
audiogram						
Aided audio						
Full audio test						
An audiogram						
report						
тероп						
						L

<sup>(</sup>g) The offeror can add other tests as required for the occupational health evaluation and requirements to the list and indicate the cost per test

<sup>(</sup>h) PSOHP does not require a full audiological assessment. No interpretation of the results is required by PSOHP. Aided audio will be provided on request from PSOHP.



1.6

#### STREAM 2 CERTIFICATIONS TO BE SUBMITTED WITH THE BID

Legal name and Offeror's information (print clearly)
Offeror's Legal Name
Offeror's Complete Billing Address
Offeror's Phone number
Offeror's Authorized Representative
Offeror's Authorized Representative Phone number
Offeror's Authorized Representative e-mail

#### 1.7 Certifications

Offerors should provide the required certifications at offer submission. Canada may declare an Offer non-responsive if the required certifications are not part of the offer content.

Compliance with the certifications Offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before and after issuance of a Standing Offer). The RFSO Authority will have the right to ask for additional information to verify Offerors' compliance with the certifications before issuance of a Standing Offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the RFSO Authority for additional information will also render the Offer non-responsive.

#### 1.8 Certification of Education, Experience and Qualifications

By submitting a bid the Offeror certifies that all statements made with respect to education and experience is true and that any person proposed by the Offeror to perform the Work or part of the Work is either an employee of the Offeror or under a written agreement to provide services to the Offeror.

Canada reserves the right to verify the above certification and to declare the offer non-responsive for any of the following reasons:

- an unverifiable or untrue statement; or
- unavailability of any person proposed whose statement of education and experience Canada has relied upon to evaluate the Offer and issuance of a Standing Offer.

# STREAM 2 CERTIFICATIONS TO BE SUBMITTED WITH THE BID CONT'D

#### 1.9 Certification of Availability and Status of Personnel

#### 1.9.1 Availability of Personnel and Facility

By submitting an Offer, the Offeror certifies that should it be authorized to provide services under any Standing Offer resulting from this RFSO, the persons and facility proposed in its offer will be available to commence performance of the Work within a reasonable time from Standing Offer award and will remain available to perform the Work in relation to the fulfilment of this requirement.

#### 1.10 Signature and Certification

By submitting an Offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

#### 1.6 Language Requirement

By submitting an Offer, the Offeror certifies that the Physician can provide the Language of choice to clients in the Province where they practice.



#### STREAM 2 CERTIFICATIONS TO BE SUBMITTED WITH THE BID CONT'D

Please read, complete YES ( ) NO ( ) highlighted below and include in the email bid submission.

#### 1 Former Public Servant

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, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? YES ( ) NO ( )

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable: a. name of former public servant;

b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES ( ) NO ( )

If so, the Offeror 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

#### 2 Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the RFSO closing date and time. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

#### 3 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.



# STREAM 3 MANDATORY CRITERIA TO BE COMPLETED AND SUBMITTED WITH THE BID

S	STREAM 3 – LABORATORY CLINICS AND MEDICAL CLINICS WITH LABORATORY TECHNICIANS AND TECHNOLOGISTS						
Criterion ID	Attention Offerors: To respond to the Mandatory Criteria for this Stream please complete the information in red under each criterion below.	Met Information Provided	Not Met Information not provided or complete				
MT1	The Offeror, if a Laboratory Clinic or Medical Clinic with laboratory technicians and technologists must be an accredited or a licensed clinic to provide laboratory tests in the province or territory where the Offeror practices;		-				
	The Offeror must identify the medical specialty category that they are submitting a proposal for.						
	Laboratory Clinic Medical Clinic with Laboratory Technicians and Technologists						
	The Laboratory Clinic or Medical Clinic/Offeror holds a valid accreditation or license by the professional regulatory within the province or territory where the practices to provide laboratory tests;						
	Yes No						
	The Offeror must provide a copy of the accreditation or the licence in their bid.						
	A copy of the Offerors accreditation or the licence is included in the bid;						
	Yes						
	Health Canada reserves the right to contact the professional regulatory within the province or territory where the Offeror practices to confirm.						

MT2	The Offeror (Laboratory Clinics or Medical Clinics with laboratory technicians and technologists) must demonstrate that their lab has and maintains commercial general liability insurance and malpractice insurance coverage as set out in Annex "D"	
	The Offeror's lab has medical malpractice insurance coverage as per Annex "D";	
	Yes No No	
	Copy of insurance coverage must be included in the Bid package	
	A copy of the malpractice insurance coverage is included in the Bid package	
	Yes No	
	The Offeror's lab has commercial general liability insurance as per Annex "D";	
	Yes No	
	A copy of commercial general liability must be included in the Bid package	
	A copy of the commercial general liability coverage is included in the Bid package	
2.500	Yes No	
МТ3А	The Offeror (Laboratory Clinic or Medical Clinic with laboratory technicians and technologists) must demonstrate that their lab has been operational for a minimum of 3 years.	
	The Offeror (Laboratory Clinic or Medical Clinic with laboratory technicians and technologists) has been in operation for a minimum of 3 years	
	Yes No	
	Please complete Table MT3B Attachment below;	



# MT3B – Table for Stream 3 - Laboratory Clinics and Medical Clinics with Laboratory Technicians and Technologists

Please complete the table below and include rows as applicable:

Name of Lab	ble below and include rows as app  Location of Lab	Date Lab started operation (in month and years)	Current date of lab in operation (in month and years)



#### STREAM 3 FINANCIAL BID DOCUMENTS

# STREAM 3 - LABORATORIES CLINIC AND MEDICAL CLINICS WITH LABORATORY TECHNICIANS AND TECHNOLOGISTS

• Laboratory (Laboratory Technician and Technologist)

This Financial Evaluation document is broken down into the three Streams as per 1.2 "Summary", page 2 and Mandatory Technical Criteria 4.2.1.

The Offeror must complete the table(s) under Stream 3, below and include it in their email.

 $Table\ A-(Tests)\textbf{-Please note that these dates are anticipated and subject\ to\ change\ depending\ on\ the\ date\ of\ the property of the p$ 

award of any resulting Standing Offer.

Column "A"	Column "B"	Column "C"	Column "D"	Column "E"	Column "F"	Column "G"
	Standing Offer	Option	Option	Option	Option	Standing Offer
	Period	Period 1	Period 2	Period 3	Period 4	Period and
<b>Type of Test Being</b>	SOA award	04.01.2010	04.01.2020	04.01.2021	04.01.2022	Option Periods
Performed.	to	04-01-2019	04-01-2020	04-01-2021	04-01-2022	1,2,3 and 4
(Add rows as	03-31-2019	to 03-31-2020	to 03-31-2021	to 03-31-2022	To 03-31-2023	should they be exercised
needed)		03-31-2020	03-31-2021	03-31-2022	Cost per test	Cancellation/No
	Cost per test in Cdn \$	Cost per test in Cdn \$	Cost per test in Cdn \$	Cost per test in Cdn \$	in Cdn \$	show fee Cdn \$
Hematology Profile						
Cholesterol						
HDL Cholesterol						
Triglyceride						
Chemistry Profile						
Tests						
Alanine						
Aminotransferase						
(ALT)						
Aspartate						
Aminotransferase						
(AST)						
Creatinine						
Glucose Glutamyl						
Transpeptidase						
(GGT)						
Urea						
Urine Microscopic						
Urine Chemistry						
Hepatitis A						
Antibody						
Hepatitis B Surface						
Antibody						
Hepatitis C Virus						
ECG (includes						
tracing and						
interpretation)						
Hemoglobin A1C						
Varicella Zoster						
Serology						
50101061						

The offeror can add other tests as required for the occupational health evaluation and requirements to the list and indicate the cost per test



1.1

#### STREAM 3 CERTIFICATIONS TO BE SUBMITTED WITH THE BID

Offeror's Legal Name
Offeror's Complete Billing Address
Offeror's Phone number
()
Offeror's Authorized Representative
Offeror's Authorized Representative Phone number
()
Offeror's Authorized Representative e-mail

**Legal name and Offeror's information** (print clearly)

#### 1.2 Certifications

Offerors should provide the required certifications at offer submission. Canada may declare an Offer non-responsive if the required certifications are not part of the offer content.

Compliance with the certifications Offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before and after issuance of a Standing Offer). The RFSO Authority will have the right to ask for additional information to verify Offerors' compliance with the certifications before issuance of a Standing Offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the RFSO Authority for additional information will also render the Offer non-responsive.

#### 1.3 Certification of Education, Experience and Qualifications

By submitting a bid the Offeror certifies that all statements made with respect to education and experience is true and that any person proposed by the Offeror to perform the Work or part of the Work is either an employee of the Offeror or under a written agreement to provide services to the Offeror.

Canada reserves the right to verify the above certification and to declare the offer non-responsive for any of the following reasons:

- an unverifiable or untrue statement; or
- unavailability of any person proposed whose statement of education and experience Canada has relied upon to evaluate the Offer and issuance of a Standing Offer.

# STREAM 3 CERTIFICATIONS TO BE SUBMITTED WITH THE BID CONT'D

#### 1.4 Certification of Availability and Status of Personnel

#### 1.4.1 Availability of Personnel and Facility

By submitting an Offer, the Offeror certifies that should it be authorized to provide services under any Standing Offer resulting from this RFSO, the persons and facility proposed in its offer will be available to commence performance of the Work within a reasonable time from Standing Offer award and will remain available to perform the Work in relation to the fulfilment of this requirement.

#### 1.5 Signature and Certification

By submitting an Offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

#### 1.6 Language Requirement

By submitting an Offer, the Offeror certifies that the Physician can provide the Language of choice to clients in the Province where they practice.

#### STREAM 3 CERTIFICATIONS TO BE SUBMITTED WITH THE BID CONT'D

Please read, complete YES ( ) NO ( ) highlighted below and include in the email bid submission.

#### 1 Former Public Servant

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, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? YES ( ) NO ( )

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable: a. name of former public servant;

b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES ( ) NO ( )

If so, the Offeror 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

#### 2 Enquiries – Request for Standing Offers

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