



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

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Title - Sujet Medical Services – GTA	
Solicitation No. - N° de l'invitation 47419-196403/A	Date 2018-02-21
Client Reference No. - N° de référence du client 47419-196403	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-024-7492	
File No. - N° de dossier TOR-7-40127 (024)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-03-14	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Brewster, Shannon	Buyer Id - Id de l'acheteur tor024
Telephone No. - N° de téléphone (905) 615-2028 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADA BORDER SERVICES AGENCY GTA/Toronto SORO 90 Burnhamthorpe Road West Mississauga Ontario L5B 3C3 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT THAT MUST
BE MET TO QUALIFY, PLEASE REFER TO PART 6.**

BID SOLICITATION

MEDICAL SERVICES - TORONTO IMMIGRATION
HOLDING CENTRE

FOR

THE CANADA BORDER SERVICES AGENCY

TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefing

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Former Public Servant
- 2.4 Enquiries - Bid Solicitation
- 2.5 Applicable Laws
- 2.6 Mandatory Site Visit

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions
- 3.2 Section I: Technical Bid
- 3.3 Section II: Financial Bid
- 3.4 Section III: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Technical Evaluation
- 4.3 Financial Evaluation
- 4.4 Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information
- 5.3 Additional Certifications Precedent to Contract Award

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

- 6.1 Security Requirement
- 6.2 Security Constraints – Canada Border Services Agency

PART 7 - RESULTING CONTRACT CLAUSES

- 7.1 Statement of Work
- 7.2 Standard Clauses and Conditions
- 7.3 Security Requirement
- 7.4 Term of Contract
- 7.5 Authorities

-
- 7.6 Proactive Disclosure of Contract with Former Public Servants
 - 7.7 Payment
 - 7.8 Invoicing Instructions
 - 7.9 Certifications and Additional Certifications
 - 7.10 Applicable Laws
 - 7.11 Priority of Documents
 - 7.12 Foreign Nationals (Canadian Contractor)
 - 7.13 Insurance – Specific Requirements
 - 7.14 Cost Recovery - Surcharges
 - 7.15 SACC Manual Clauses
 - 7.16 Non-Disclosure Agreement
 - 7.17 Transition Services at End of Contract Period

List of Annexes:

- Annex A Statement of Work
- Appendix 1 to Annex A – CBSA Forms Applicable to Contracted Medical Services Personnel
- Appendix 2 to Annex A – Non-Disclosure Agreement
- Appendix 3 to Annex A - Replacement and Additional Resource Assessment Criteria
- Appendix 4 to Annex A - Certifications at Replacement and Additional Resource Stage
- Annex B Basis of Payment
- Annex C Security Requirements Check List
- Annex D Insurance Requirements
- Annex E Cost Recovery - Surcharges

Annex F to Part 3 (Bid Preparation Instructions) of the Bid Solicitation

Electronic Payment Instructions

Annex G to Part 5 (Certification and Additional Information) of the Bid Solicitation

Federal Contractors Program for Employment Equity – Certification

Annex H to Part 5 (Certification and Additional Information) of the Bid Solicitation

Additional Certifications

List of Attachments:

List of Attachments to Part 3 (Bid Preparation Instructions):

- Attachment 3.1: TBS 330-23 Form - Personnel Screening Consent and Authorization Form

List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):

- Attachment 4.1: Bid Evaluation Criteria

List of Attachments to Part 5 (Certifications and Additional Information):

- Attachment 5.1 – Certifications Required with the Bid

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of the Canada Border Services Agency for the procurement of on-site medical services for the Toronto Immigration Holding Centre (IHC) to individuals that have been detained for immigration purposes in accordance with legislative grounds outlined under the Immigration and Refugee Protection Act. The medical services will be provided through licensed and registered medical staff which have been identified in Table 1 below and in accordance with Annex A - Statement of Work.

Table 1: Medical Services Personal

Category	Total Number of Resources being evaluated at bid closing	Estimated Number of Required Resources Required at Contract Award
Account Manager	1	1
Physician	2	1
Nurse	6	6
Psychologist	1	1
Psychiatrist	1	1

- (b) It is intended to result in the award of a contract for 3 years, plus 2 one-year options allowing Canada to extend the term of the contract.
- (c) There is a security requirement associated with this requirement. For additional information, consult Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (d) The requirement is limited to Canadian goods and/or services.
- (e) The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).
- (f) The Phased Bid Compliance Process applies to this requirement.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation.
- (d) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

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

(a) 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:

- i. an individual;
- ii. an individual who has incorporated;
- iii. a partnership made of former public servants; or
- iv. 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.

(b) **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

- i. name of former public servant;
- ii. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental web sites 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](#).

(c) **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- i. name of former public servant;
- ii. conditions of the lump sum payment incentive;
- iii. date of termination of employment;
- iv. amount of lump sum payment;
- v. rate of pay on which lump sum payment is based;
- vi. period of lump sum payment including start date, end date and number of weeks;
- vii. 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.

2.4 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- (b) Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province

or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Mandatory Site Visit

- (a) It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 385 Rexdale Blvd, Etobicoke, Ontario, on **08 March 2018**. The site visit will begin at 10:00am, in waiting room. Bidder(s) or representative(s) will sign in at this time.
- (b) Bidders must communicate with the Contracting Authority no later than 05 March, 2018 by 2pm to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- (a) Canada requests that Bidders provide their bid in separately bound sections as follows:
- (i) Section I: Technical Bid (4 hard copies)
 - (ii) Section II: Financial Bid (1 hard copy)
 - (iii) Section III: Certifications (1 hard copy)
- Prices are to appear in the financial bid only. No prices should be indicated in any other section of the bid.
- (b) Canada requests that bidders follow the format instructions described below in the preparation of their bid:
- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - (ii) use a numbering system that corresponds to the bid solicitation.
- (c) In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:
- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
 - (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2 Section I: Technical Bid

- (a) In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (c) The technical bid consists of the following:
- (i) **Proposed Resources:** The technical bid must include the number of résumés, per resource category, as identified in Attachment 4.1. The Technical Bid must demonstrate that each proposed individual meets the qualification requirements described in the category (including any educational requirements, work experience requirements, and professional designation or membership requirements). Each proposed individual cannot be proposed for more than one labour category. With respect to résumés and resources:
 - (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
 - (B) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid

and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.

- (D) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
- (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- (F) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

(ii) **Customer Reference Contact Information**

- (A) In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a Bidder provide customer references. If Canada sends such a written request, the Bidder will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared nonresponsive. These customer references must each confirm if requested by Canada, the facts identified in the Bidder's bid, as required by Attachment 4.1 – Bid Evaluation Criteria

- (B) The form of question to be used to request confirmation from customer references is as follows:

"Has [the bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided?]"

- ☐ Yes, the Bidder has provided my organization with the services described above.
- ☐ No, the Bidder has not provided my organization with the services described above.
- ☐ I am unwilling or unable to provide any information about the services described above.

- (C) For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

3.3 Section II: Financial Bid

- (a) Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately, if applicable.

(b) **Electronic Payment of Invoices – Bid**

- (i) If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.
- (ii) If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- (iii) Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.4 Section III: Certifications

- (a) It is a requirement that bidders submit the certifications identified under Part 5 including Attachment 3.1, Annex F, Annex G and Annex H, with their bids.

Attachment 3.1

TBS 330-23 Form - Personnel Screening Consent and Authorization Form



Government of Canada
Gouvernement du Canada

PERSONNEL SCREENING, CONSENT AND AUTHORIZATION FORM

PROTECTED (when completed)

OFFICE USE ONLY		
Reference number	Department/Organization number	File number

NOTE: For Privacy Act Statement refer to Section C of this form and for completion instructions refer to attached instructions.
Please typewrite or print in block letters.

A ADMINISTRATIVE INFORMATION (To be completed by the Authorized Departmental/Agency/Organizational Official)							
<input type="checkbox"/> New	<input type="checkbox"/> Update	<input type="checkbox"/> Upgrade	<input type="checkbox"/> Transfer	<input type="checkbox"/> Supplemental	<input type="checkbox"/> Re-activation		
The requested level of reliability/security check(s)							
<input type="checkbox"/> Reliability Status	<input type="checkbox"/> Level I (CONFIDENTIAL)	<input type="checkbox"/> Level II (SECRET)	<input type="checkbox"/> Level III (TOP SECRET)				
<input type="checkbox"/> Other _____							
PARTICULARS OF APPOINTMENT/ASSIGNMENT/CONTRACT							
<input type="checkbox"/> Indeterminate	<input type="checkbox"/> Term	<input type="checkbox"/> Contract	<input type="checkbox"/> Industry	<input type="checkbox"/> Other (specify secondment, assignment, etc.) _____			
Justification for security screening requirement							
Position/Competition/Contract number		Title			Group/Level (Rank if applicable)		
Employee ID number/PRI/Rank and Service number (if applicable)		If term or contract, indicate duration period		From	To		
Name and address of department / organization / agency		Name of official		Telephone number ()	Facsimile number ()		
B BIOGRAPHICAL INFORMATION (To be completed by the applicant)							
Surname (Last name)		Full given names (no initials) underline or circle usual name used			Family name at birth		
All other names used (i.e. Nickname)		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth Y M D		Country of birth		Date of entry into Canada if born outside Canada Y M D
RESIDENCE (provide addresses for the last five years, starting with the most current) Home address		Daytime telephone number ()		E-mail address			
1	Apartment number	Street number	Street name		Civic number (if applicable)	From Y M	To present
	City	Province or state	Postal code	Country	Telephone number ()		
2	Apartment number	Street number	Street name		Civic number (if applicable)	From Y M	To Y M
	City	Province or state	Postal code	Country	Telephone number ()		
Have you previously completed a Government of Canada security screening form?		<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, give name of employer, level and year of screening. Y				
CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA (see instructions)							
Have you ever been convicted of a criminal offence for which you have not been granted a pardon?		<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, give details. (charge(s), name of police force, city, province/state, country and date of conviction)				
Charge(s)		Name of police force			City		
Province/State		Country			Date of conviction Y M D		



Government of Canada
Gouvernement du Canada

**PERSONNEL SCREENING,
CONSENT AND AUTHORIZATION FORM**

PROTECTED (when completed)

Surname and full given names	Date of birth
	Y M D

C CONSENT AND VERIFICATION (To be completed by the applicant and authorized Departmental/Agency/Organizational Official)

Checks Required (See instructions)	Applicant's initials	Name of official (print)	Official's initials	Official's Telephone number
1. <input type="checkbox"/> Date of birth, address, education, professional qualifications, employment history, personal character references				()
2. <input type="checkbox"/> Criminal record check				()
3. <input type="checkbox"/> Credit check (financial assessment, including credit records check)				()
4. <input type="checkbox"/> Loyalty (security assessment only)				
5. <input type="checkbox"/> Other (specify, see instructions)				()

The Privacy Act Statement

The information on this form is required for the purpose of providing a security screening assessment. It is collected under the authority of subsection 7(1) of the *Financial Administration Act* and the Government Security Policy (GSP) of the Government of Canada, and is protected by the provisions of the *Privacy Act* in institutions that are covered by the *Privacy Act*. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to hold the position or perform the contract that is associated with this Personnel Screening Request. Depending on the level of security screening required, the information collected by the government institution may be disclosed to the Royal Canadian Mounted Police (RCMP) and the Canadian Security Intelligence Service (CSIS), which conduct the requisite checks and/or investigation in accordance with the GSP and to entities outside the federal government (e.g. credit bureaus). It is used to support decisions on individuals working or applying to work through appointment, assignment or contract, transfers or promotions. It may also be used in the context of updating, or reviewing for cause, the reliability status, security clearance or site access, all of which may lead to a re-assessment of the applicable type of security screening. Information collected by the government institution, and information gathered from the requisite checks and/or investigation, may be used to support decisions, which may lead to discipline and/or termination of employment or contractual agreements. The personal information collected is described in Standard PIB PSU 917 (Personnel Security Screening) which is used by all government agencies, except the Department of National Defence PIB DND/PPE 834 (Personnel Security Investigation File), RCMP PIB CMP PPU 065 (Security/Reliability Screening Records), CSIS PIB SIS PPE 815 (Employee Security), and PWGSC PIB PWGSC PPU 015 (Personnel Clearance and Reliability Records) used for Canadian Industry Personnel. Personal information related to security assessments is also described in the CSIS PIB SIS PPU 005 (Security Assessments/Advice).

I, the undersigned, do consent to the disclosure of the preceding information including my photograph for its subsequent verification and/or use in an investigation for the purpose of providing a security screening assessment. By consenting to the above, I acknowledge that the verification and/or use in an investigation of the preceding information may also occur when the reliability status, security clearance or site access are updated or otherwise reviewed for cause under the Government Security Policy. My consent will remain valid until I no longer require a reliability status, a security clearance or a site access clearance, my employment or contract is terminated, or until I otherwise revoke my consent, in writing, to the authorized security official.

Signature Date (Y/M/D)

D REVIEW (To be completed by the authorized Departmental/Agency/Organizational Official responsible for ensuring the completion of sections A, B and C)

Name and title	Telephone number
Address	Facsimile number

E APPROVAL (To be completed by authorized Departmental/Agency/Organizational Security Official only)

I, the undersigned, as the authorized security official, do hereby approve the following level of screening.

Reliability Status	PHOTO (for Level III T.S., and/or upon request - see instructions)
<input type="checkbox"/> Approved Reliability Status <input type="checkbox"/> Not approved	
Name and title	
Signature Date (Y/M/D)	
Security Clearance (if applicable)	
<input type="checkbox"/> Level I <input type="checkbox"/> Level II <input type="checkbox"/> Level III <input type="checkbox"/> Not recommended	
Name and title	
Signature Date (Y/M/D)	
Comments	



Government
of Canada
Gouvernement
du Canada

INSTRUCTIONS FOR PERSONNEL SCREENING CONSENT AND AUTHORIZATION FORM TBS/SCT 330-23E (Rev. 2002/02)

Once completed, this form shall be safeguarded and handled at the level of Protected A.

General:

If space allotted in any portion is insufficient please use separate sheet using same format.

1. Section A (Administrative Information) Authorized Departmental/Agency/Organizational Official

The Official, based on instructions issued by the Departmental Security Officer, may be responsible for determining, based on five year background history, what constitutes sufficient verification of personal data, educational and professional qualifications, and employment history. References are to be limited to those provided on the application for employment or equivalent forms.

SUPPLEMENTAL INFORMATION REQUIREMENTS

Persons who presently hold a SECURITY CLEARANCE and subsequently marry, remarry or commence a common-law partnership, in addition to having to update sections of the *Security Clearance Form (TBS/SCT 330-60)*, are required to submit an original *Personnel Screening, Consent and Authorization Form*, with the following parts completed:

Part A - As set forth in each question

Part B - As set forth in each question, excluding CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA.

Part C - Applicant's signature and date only are required

"Other". This should be used to identify if the security screening is for Site Access, NATO, SIGINT etc.

2. Section B (Biographical Information)

To be completed by the **applicant**. If more space is required use a separate sheet of paper. Each sheet must be signed.

Country of Birth - For "NEW" requests, if born abroad of Canadian parents, please provide a copy of your Certificate of Registration of Birth Abroad. If you arrived in Canada less than five years ago, provide a copy of the Immigration Visa, Record of Landing document or a copy of passport.

- List only criminal convictions for which a pardon has NOT been granted. Include on a separate attached sheet of paper, if more than one conviction. Applicant must include those convictions outside Canada.
- Offences under the *National Defence Act* are to be included as well as convictions by courts-martial are to be recorded.

3. Section C (Consent and Verification)

A copy of Section "C" may be released to institutions to provide acknowledgement of consent.

Criminal record checks (fingerprints may be required) and credit checks are to be arranged through the Departmental Security Office or the delegated Officer.

Consent: may be given only by an applicant who has reached the age of majority, otherwise, the signature of a parent or guardian is mandatory.

The age of majority is:

19 years in Nfld., N.S., N.B., B.C., Yukon, Northwest Territories and Nunavut; 18 years in P.E.I., Que., Ont., Man., Sask. and Alta.

The applicant will provide initials in the "applicant's initials box".

The official who carried out the verification of the information will print their name, insert their initials and telephone number in the required space.

- Reliability Screening (for all types of screening identified within Section A): complete numbers 1 and 2 and 3 if applicable.
- Security Clearance (for all types of screening identified within Section A): complete numbers 1 to 4 and 5 where applicable.
- Other: number 5 is used only where prior Treasury Board of Canada Secretariat approval has been obtained.

4. Section D (Review)

To be completed by authorized Departmental/Agency/Organizational Official who is responsible for ensuring the completion of sections A to C as requested.

5. Section E (Approval)

Authorized Departmental/Agency/Organizational Security Official refers to the individuals as determined by departments, agencies, and organizations that may verify reliability information and/or approve/not approve reliability status and/or security clearances. Approved Reliability Status and Level I, II and III, as well as the signature of the authorized security official or manager are added for Government of Canada use only. Applicants are to be briefed, acknowledge, and be provided with a copy of the "Security Screening Certificate and Briefing Form (TBS/SCT 330-47)".
Note: Private sector organizations do not have the authority to approve any level of security screening.

Photographs: Departments/Agencies/Organizations are responsible for ensuring that three colour photographs of passport size are attached to the form for the investigating agency. Maximum dimensions are 50mm x 70mm and minimum are 43mm x 54mm. The face length from chin to crown of head must be between 25mm x 35mm. The photographs must be signed by the applicant and an authorized security official. The photographs must have been taken within the last six months. It is required for new or upgrade Level III security clearances for identification of the applicant during the security screening investigation by the investigating agency. The investigating agency may in specific incidents request a photograph for a Level I or II clearances when an investigation is required.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - (A) verify any or all information provided by the Bidder in its bid; or
 - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
 - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- (d) **Number of Resources Evaluated**

Only the number of resources per resource category identified in Attachment 4.1 will be evaluated as part of this bid solicitation. Unless resources submitted with the bid become unavailable, additional resources will only be assessed after contract award.
- (e) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

- (a) Canada is conducting the Phased Bid Compliance Process described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the Phased Bid Compliance Process, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PHASED BID COMPLIANCE PROCESS ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Without prejudice to its other rights, Canada shall have the right, in its absolute discretion, but shall not be obliged, to request and accept any time, before or after the solicitation closing date, and consider as part of the Bid, any document and materials from Bidders to clarify the Bid or to correct deficiencies or errors in the Bid that are not significant in Canada's absolute discretion, including all matters of form or error in computation or failure to confirm by signing or similarly verifying acceptance. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the Phased Bid Compliance Process. Mandatory technical criteria that are not identified in the solicitation as being subject to the Phased Bid Compliance Process, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall

bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.2 Technical Evaluation

(a) Mandatory Technical Criteria:

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The mandatory technical criteria are described in Attachment 4.1 - Bid Evaluation Criteria.

(b) Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical criteria are described in Attachment "4.1" - Bid Evaluation Criteria.

(c) Reference Checks:

- i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders within a 48-hour period using the e-mail address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's e-mail was sent.
- ii. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

4.3 Financial Evaluation

(a) Mandatory Financial Criteria

The Bidder must complete and submit with its bid, pricing in accordance with Annex B, Basis of Payment, in Canadian funds.

(b) Financial Evaluation Process

The financial evaluation process is described as follows:

- (i) Bids will be evaluated based on the prices proposed in Annex B, Basis of Payment.
- (ii) The evaluated price will be the Total Evaluated Price which is the aggregated total of the Contract Period, Option 1, Year 4 and Option 2, Year 5 (all applicable taxes extra) from Annex B, Basis of Payment. The price used in the evaluation will be the Total Evaluated Price which is calculated as follows:

For each line item the Estimated Number of Hours Per Category of Personnel and the Firm Hourly Rate will be multiplied together to determine the extended cost for that line item. The extended cost for all line items will be totalled to determine the Total Extended Price. The evaluated price is the sum of the Total Extended Price for the Contract Period and all two (2) Option Years.

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

(c) Variation in Resource Rates By Time Period: For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:

- (i) the rate bid must not increase by more than 5% from one time period to the next, and
- (ii) the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.

4.4 Basis of Selection - Highest Combined Rating of Technical Merit and Price

(a) To be declared responsive, a bid must:

- (i) comply with all the requirements of the bid solicitation; and
- (ii) meet all mandatory criteria; and
- (iii) obtain the required minimum of 474 points (60%) overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 790 points.

(b) Bids not meeting (i), (ii) and (iii) will be declared non-responsive.

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

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

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

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

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

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

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

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

- (h) In the event of identical Combined Ratings occurring, then the bid with the highest Price Score will become the top-ranked bidder.
- (i) One contract may be awarded in total as a result of this bid solicitation.

Attachment 4.1 – Bid Evaluation Criteria

The Phased Bid Compliance Process will apply only to mandatory technical criteria identified by the superscript (PB). Mandatory technical criteria not identified by the superscript (PB) will not be subject to the Phased Bid Compliance Process.

1.0 Mandatory Technical Criteria

The Bidder must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with this requirement. Simply repeating the statement contained in the bid solicitation is not sufficient.

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Instructions:

1. For each resource proposed, an up-to-date resume must be included.
2. The proposed resource(s) must meet the Mandatory Resource Evaluation Criteria in order to be considered compliant.
3. Each Mandatory Criterion will be measured by, but not limited to, the details provided in the proposed resources résumés.
4. The Bidder must propose the total number of resources required for each Resource Category.

Description Guide

Certified Copy: is a photocopy that must be notarized/certified by one of the following professionals: Notary Public, Lawyer, Commissioner of Oaths, Designated officials at a Canadian Embassy or Consulate, Medical Doctor or Dentist currently licensed in Canada, Police Officer, municipal, provincial, or federal (RCMP), Canadian Judge, Magistrate or Mayor, Professional Accountant (who is a member of APA, CA, CGA, PA or PRA), Member of Parliament (MP); Member of Provincial Parliament (MPP) (Ontario), Member of National Assembly (MNA) (Quebec); Member of House of Assembly (MHA) (Newfoundland and Labrador); Member of the Legislative Assembly (MLA) (all other provinces and territories). The name, title and contact information of the professional must appear on the copy along with their signature.

Valid: any certification(s) or designation(s) that have been successfully completed that remain active and in effect. Any certification(s) or designation(s) with an expiration date(s) must be in effect within 30 days of bid closing.

Primary Health Care Facility: includes but not limited to a CBSA-administered Immigration Holding Centre (IHC), hospital, family practice, urgent care clinic, long-term care facility, Canadian Armed Forces (CAF) Health Services Unit or adult day care facility.

1.1 Mandatory Technical Criteria - Corporate

#	Mandatory Criteria
M1^{PB}	<p>The Bidder must demonstrate that they have completed at least one (1) contract*, within the last 12 years, where they have provided, at a minimum:</p> <ul style="list-style-type: none"> a. the services of licensed or registered medical staff, including physicians and nurses; and b. medical services, including performing medical examinations and procedures, assessing the health of patients, diagnosing medical conditions, developing treatment plans, monitoring patient well-being, prescribing medications and maintaining and updating patient files. <p>To demonstrate the required experience, the Bidder must submit the following information:</p> <ul style="list-style-type: none"> i. The name of the client organization ii. Period of the services provided, including start and end dates (dates must be identified by month and year e.g. March 2014 to May 2015); and iii. A brief description of the services provided; <p>*Contract duration must be a minimum of 1 year.</p> <p>NOTE: M1 will be evaluated further in the point rated section, R1 of Article 2.1.</p>
M2^{PB}	<p>The Bidder must demonstrate that they been in operation as an organization (including, but not limited to, a business, corporation, agency, or independent medical professional) for a minimum of three (3) years.</p> <p>To demonstrate compliance, the Bidder must provide a copy of the articles of incorporation or their procurement business number or their registered HST number.</p>
M3^{PB}	<p>The Bidder must identify an individual to act in the role of an Account Manager and demonstrate, through the submission of a CV, that the proposed resource has a minimum of two (2) years of experience in the last five (5) years, performing the following tasks:</p> <ul style="list-style-type: none"> i. ensuring that all deliverables within the contract are met; ii. providing quality assurance for the services provided; iii. identifying issues and provide clarification when required; iv. recommending corrective actions to ensure that all services meet best practices; v. ensuring that timesheets and invoices are accurate and complete; and vi. responding to inquiries from the client when required. <p>The Bidder must include this resource as part of its overall service at no additional cost.</p>

1.2 Mandatory Technical Criteria - Resource

1.2.1 Physician

The Bidder must demonstrate that each of the proposed Physicians have the following minimum experience (total of 2 resources):

#	Mandatory Criteria
M1^{PB}	<p>The Bidder must demonstrate that each of the 2 proposed resources have a valid license to practice as a physician in the Province of Ontario.</p> <p>To demonstrate compliance, the Bidder must provide a Certified Copy of the license.</p>

M2^{PB}	<p>The Bidder must demonstrate that each of the 2 proposed resources have a minimum of five (5) years of experience within the last ten (10) years, as a physician in a Primary Health Care Facility performing all of the following tasks:</p> <ul style="list-style-type: none"> i. Performing medical examinations and procedures; ii. Assessing physical and mental state of patients; iii. Collecting blood samples and fluids; iv. Diagnosing medical conditions; v. Developing treatment plans; vi. Prescribing medication to address medical conditions; and vii. Providing direction to medical staff regarding treatment strategies for patients.
M3^{PB}	<p>The Bidder must demonstrate that each of the 2 proposed resources have a valid professional liability insurance according to the requirements of the Canadian Medical Protective Association (https://www.cmpa-acpm.ca/home).</p> <p>To demonstrate compliance, the Bidder must provide a Copy of the professional liability insurance.</p>

1.2.2 Nurse

The Bidder must demonstrate that each of the proposed Nurses have the following minimum experience (total of six (6) resources):

#	Mandatory Criteria
M1^{PB}	<p>The Bidder must demonstrate that each of the six (6) proposed resources have a valid license to practice as a registered nurse in the Province of Ontario.</p> <p>To demonstrate compliance, the Bidder must provide a Certified Copy of the license for each proposed resource.</p>
M2^{PB}	<p>The Bidder must demonstrate that each of the six (6) proposed resources have a minimum of three (3) years of experience within the last ten (10) years, working as a registered nurse performing all of the following tasks:</p> <ul style="list-style-type: none"> i. Performing medical assessments; ii. Checking and monitoring basic vital signs; iii. Collecting blood samples and fluids; iv. Preparing, distributing and administering prescriptions and over-the-counter medications; and v. Maintaining and updating medical files.
M3^{PB}	<p>The Bidder must demonstrate that each of the four (4) proposed resources have a valid Advanced Cardiovascular Life Support (ACLS) certification.</p> <p>To demonstrate compliance, the Bidder must provide a Certified Copy of the certification for each proposed resource with their bid.</p>

1.2.3 Psychologist

The Bidder must demonstrate that the proposed Psychologist has the following minimum experience (total of one (1) resource):

#	Mandatory Criteria
M1 ^{PB}	The Bidder must demonstrate that the 1 proposed resource has a valid license to practice psychology as a registered psychologist in the Province of Ontario. To demonstrate compliance, the Bidder must provide a Certified Copy of the license.
M2 ^{PB}	The Bidder must demonstrate that the 1 proposed resource has a minimum of three (3) years of experience within the past five (5) years, in a Primary Health Care Facility, performing all of the following tasks: <ul style="list-style-type: none"> i. Performing psychological evaluations; ii. Diagnosing health concerns related to mental illness; iii. Developing treatment plans; and iv. Maintaining and updating medical files.
M3 ^{PB}	The Bidder must demonstrate that the 1 proposed resource has experience providing treatment to patients living with the following mental health issues: <ul style="list-style-type: none"> i. Anxiety Disorders, such as, but not limited to, generalized anxiety, panic or phobias; ii. Mood Disorders, such as, but not limited to, depression or bipolar disorder; iii. Trauma, such as, but not limited to, physical or sexual assault or emotional abuse; and iv. Post-Traumatic Stress Disorder.

1.2.4 Psychiatrist

The Bidder must demonstrate that the proposed Psychiatrist has the following minimum experience (total of one (1) resource):

#	Mandatory Criteria
M1 ^{PB}	The Bidder must demonstrate that the 1 proposed resource has a valid license to practice in the Province of Ontario and hold the applicable valid license to practice psychiatry and administer medications. To demonstrate compliance, the Bidder must provide a Certified Copy of each license.
M2 ^{PB}	The Bidder must demonstrate that the 1 proposed resource has a minimum of three (3) years of experience within the past five (5) years, working in a Primary Health Care Facility performing all of the following tasks: <ul style="list-style-type: none"> i. Performing psychiatric assessments; ii. Diagnosing health concerns related to mental illness; iii. Developing treatment plans; iv. Prescribing medications to treat psychiatric conditions; and v. Maintaining and updating medical files.
M3 ^{PB}	The Bidder must demonstrate that the 1 proposed resource has experience providing treatment to patients living with the following mental health issues: <ul style="list-style-type: none"> i. Anxiety Disorders, such as, but not limited to, generalized anxiety, panic, or phobias; ii. Mood Disorders, such as, but not limited to, depression or bipolar disorder; iii. Trauma, such as, but not limited to, physical or sexual assault or emotional abuse; and iv. Post-Traumatic Stress Disorder.

2.0 Point-Rated Technical Criteria

The criteria contained herein will be used to evaluate each proposal that has met all of the mandatory criteria.

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) the stated minimum points required for the point rated technical criteria section (which is equivalent to 474 points, or 60%, of the total points available) will be further considered for award of a contract. Proposals not meeting the minimum points required will be deemed non-responsive.

For criteria based on 'each year' or 'number of years' of experience, points will only be allocated for each full year of experience listed. A full year consists of twelve (12) months. For example, a resource with thirteen (13) months of experience would only be eligible for the point value for a single (1) year

2.1 Corporate Experience

#	Rated Criteria	Max Points	Proposal Page #
R1	<p>Further to M1, Article 1.1, the contract example submitted by the Bidder will be point-rated using the following breakdown.</p> <p>i. Number of hours covered per day in a 24 hour period:</p> <ul style="list-style-type: none"> 1 to 12 hour(s) covered per day = 5 points 13 to 16 hours covered per day = 10 points 17 to 20 hours covered per day = 15 points 21 or more hours covered per day = 20 points <p>Note: The Bidder should provide the number of hours covered by their licensed or registered medical staff per day in a 24 hour period. Points will be awarded based on the total number of hours covered during a one day (24 hour period), and not by the number of medical services provided.</p> <p>Examples of how this will be evaluated are as follows:</p> <p><u>Example 1</u> - In one day (24 hour period), 1 nurse works 7am to 3pm, a 2nd nurse works 3pm to 11pm, a 3rd nurse works 11pm to 7am, and a physician works 9am to 3pm. This would count as 24 hours of coverage during the 24 hour period.</p> <p><u>Example 2</u> - In one day (24 hour period), 1 nurse works 12am to 12pm, a 2nd nurse works 12pm to 12am. This would count as 24 hours of coverage during the 24 hour period.</p> <p><u>Example 3</u> – In one day (24 hour period), 5 nurses work 12am to 12pm. This would count as 12 hours of coverage.</p> <p><u>Example 4</u> - In one day (24 hour period), 1 nurse works 7am to 3pm, 2 nurses work 3pm to 11pm, and a physician works 9am to 3pm. This would count as 16 hours of coverage during the 24 hour period.</p>	20	
	<p>ii. Resource Categories used under the contract:</p> <ol style="list-style-type: none"> Psychologist: <ul style="list-style-type: none"> Yes = 10 points No = 0 points Psychiatrist: <ul style="list-style-type: none"> Yes = 10 points No = 0 points 	20	

	iii. Number of resources used to fulfill the following categories: <ol style="list-style-type: none"> Nurse: <ul style="list-style-type: none"> 1 to 4 nurse(s) = 5 points 5 to 7 nurses = 8 points 8 to 11 nurses = 10 points 12+ nurses = 12 points Physician: <ul style="list-style-type: none"> 1 doctor = 5 points 2 doctors = 8 points 3+ doctors = 10 points Psychologist: <ul style="list-style-type: none"> 1 psychologist = 5 points 2 psychologists = 8 points 3+ psychologists = 10 points Psychiatrist: <ul style="list-style-type: none"> 1 psychiatrist = 5 points 2 psychiatrists = 8 points 3+ psychiatrists = 10 points 	42	
	iv. Duration of the contract <ul style="list-style-type: none"> 2 points per year up to a maximum of 20 points 	20	
R2	<p>The Bidder should demonstrate that they have been in operation as an organization (including, but not limited to, a business, corporation, agency, or independent medical professional), over and above the mandatory requirement outlined in M2, Article 1.1.</p> <ul style="list-style-type: none"> 2 points for each additional year, over and above M2, Article 1.1 up to a maximum of 16 points <p>To demonstrate compliance, the Bidder should provide a copy of the articles of incorporation or their procurement business number or their registered HST number.</p>	16	
Maximum Available Points:		118	

2.2 Physician

The Bidder should demonstrate that each of the proposed Physicians have the following experience (total of two (2) resources):

#	Rated Criteria	Max Points Per Resource	Proposal Page #
R1	<p>The Bidder should demonstrate that each of the 2 proposed resources have experience as a physician in a family practice, hospital, emergency medical, or clinic performing the following tasks, over and above the mandatory requirement outlined in M2, Article 1.2.1.</p> <ul style="list-style-type: none"> 5 points for each additional year of experience*, over and above M2, Article 1.2.1, up to a maximum of 75 points per resource. <p>*For the purposes of this rated criterion, experience within the last 20 years will be evaluated.</p>	75	

R2	<p>The Bidder should demonstrate that each of the 2 proposed resources are currently registered with Medavie BlueCross as an eligible Interim Federal Health Program service provider.</p> <p>https://ifhp-pfsi.medavie.bluecross.ca/en/search-ifhp-providers/</p> <ul style="list-style-type: none"> • Yes = 10 points • No = 0 points 	10	
Maximum Available Points per Resource:		85	

2.3 Nurse

The Bidder should demonstrate that each of the proposed Nurses have the following experience (total of six (6) resources):

#	Rated Criteria	Max Points Per Resource	Proposal Page #
R1	<p>The Bidder should demonstrate that each of the 6 proposed resources have experience as a registered nurse, over and above the mandatory requirement outlined in M2, Article 1.2.2.</p> <ul style="list-style-type: none"> • 5 points for each additional year of experience, over and above M2, Article 1.2.2*, up to a maximum of 40 points per resource. <p>*For the purposes of this rated criterion, experience within the last 15 years will be evaluated.</p>	40	
R2	<p>The Bidder should demonstrate that each of the 6 proposed resources have valid medical certifications* over and above M.3, Article 1.2.2.</p> <p>*Medical certifications could include,</p> <ol style="list-style-type: none"> Applied Suicide Intervention Skills Training (ASIST), Basic Life Support (BLS), Certified Case Manager (CCM), Certified Emergency Nurse (CEN), Certified Medical Assistant (CMA), Doctor of Nursing (DN), International Trauma Life Support (ITLS), Psychiatric Mental Health Nurse Practitioner (PMHNP), Respiratory Care Practitioner (RCP), or Trauma Certified Registered Nurse (TCRN). <ul style="list-style-type: none"> • 2 points for each valid medical certification up to a maximum of 10 points. <p>*In order to be awarded points, the Bidder must provide a copy of each proposed medical certification.</p>	10	

R3	<p>The Bidder should demonstrate that each of the 6 proposed resources have experience performing the following tasks:</p> <ul style="list-style-type: none"> i. Treating medical emergencies for patients such as, but not limited to, heart attack or stroke; ii. Managing or responding to outbreaks such as but not limited to, bed bugs or contagious diseases; or iii. Providing health services to children. <ul style="list-style-type: none"> • 5 points for each task listed above up to a maximum of 15 points per resource. 	15	
Maximum Available Points per Resource:		65	

2.4 Psychologist

The Bidder should demonstrate that the proposed Psychologist has the following experience (total of one (1) resource):

#	Rated Criteria	Max Points Per Resource	Proposal Page #
R1	<p>The Bidder should demonstrate that the 1 proposed resource has experience over and above the minimum required under M2, Article 1.2.3 working as a psychologist in a medical setting.</p> <ul style="list-style-type: none"> • 5 points for each additional year of experience*, over and above M2, Article 1.2.3, up to a maximum of 40 points. <p>*For the purposes of this rated criterion, experience within the last 15 years will be evaluated.</p>	40	
R2	<p>The Bidder should demonstrate that the 1 proposed resource has experience providing treatment to persons living with the following mental health conditions:</p> <ul style="list-style-type: none"> i. Impulse Control and Addiction Disorders, such as, but not limited to, substance abuse; ii. Psychotic Disorders, such as, but not limited to, schizophrenia or hallucinations; iii. Personality Disorders, such as, but not limited to, obsessive-compulsive, paranoia or anti-social; or iv. Eating Disorders, such as, but not limited to, anorexia or bulimia. <ul style="list-style-type: none"> • 4 points for each condition up to a maximum of 16 points. 	16	
Maximum Available Points per Resource:		56	

2.5 Psychiatrist

The Bidder should demonstrate that the proposed Psychiatrist has the following experience (total of one (1) resource):

#	Rated Criteria	Max Points Per Resource	Proposal Page #
R1	<p>The Bidder should demonstrate that the 1 proposed resource has experience over and above the minimum required under M2, Article 1.2.4 working as a clinical psychiatrist in a medical setting.</p> <ul style="list-style-type: none"> 5 points for each additional year of experience, over and above M2, Article 1.2.4*, up to a maximum of 40 points. <p>*For the purposes of this rated criterion, experience within the last 15 years will be evaluated.</p>	40	
R2	<p>The Bidder should demonstrate that the 1 proposed resource has experience providing treatment to persons living with the following mental health conditions:</p> <ol style="list-style-type: none"> Impulse Control and Addiction Disorders, such as, but not limited to, substance abuse; Psychotic Disorders, such as, but not limited to, schizophrenia or hallucinations; Personality Disorders, such as, but not limited to, obsessive-compulsive, paranoia or anti-social; or Eating Disorders, such as, but limited to, anorexia or bulimia. <ul style="list-style-type: none"> 4 points for each condition up to a maximum of 16 points. 	16	
Maximum Available Points per Resource:		56	
Overall Maximum Technical Points (Corporate + Resource Experience):		790	
To be responsive, the proposal must obtain a minimum of 474 points (60%):			
Bidder's Total Technical Score:			

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

(a) **Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity 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 Contract Award and Additional Information

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

(a) **Integrity Provisions – Requirement Documentation**

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

(b) **Federal Contractors Program for Employment Equity - Bid Certification**

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

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

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

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

5.3 Additional Certifications Precedent to Contract Award

(a) Status and Availability of Resources

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

(b) Education and Experience

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

(c) Canadian Content Certification

SACC Manual clause A3055T (2010-01-11), Canadian Content Certification

(d) Certification of Language – English Essential

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

Attachment 5.1 – Certifications Required with the Bid

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

(a) Status and Availability of Resources

- (i) The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.
- (ii) If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his or her services in relation to the Work to be performed and to submit his or her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.
- (iii) Prior to Contract award, Canada will confirm, by email, all proposed resources availability. If the Bidder is unable to provide the proposed individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, Bidders will have ten (10) working days to propose a substitute to the Contracting Authority, providing:
 - (A) the reason for the substitution acceptable to the Contracting Authority;
 - (B) the name, qualifications and experience of a proposed replacement immediately available for work; and
 - (C) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:

- (A) set aside the bid and give it no further consideration; or
- (B) evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource. The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.
- (C) The Contracting Authority may provide the Bidder with additional information on the original resource's evaluation score.

If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

Print name of authorized individual & sign above

Date

(b) Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual

proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Print name of authorized individual & sign above

Date

(c) **Canadian Content Certification**

This procurement is limited to Canadian services.

The Bidder certifies that:

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

Canadian Content Definition

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

(d) **Certification of Language – English Essential**

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

Print name of authorized individual & sign above

Date

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- (a) At the date of bid closing, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (b) For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (c) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

6.2 Security Constraints – Canada Border Services Agency

- (a) All Contractor personnel proposed in response to this RFP will be assessed for Reliability Status prior to contract award in accordance with the following procedures:
 - (i) The CBSA, will conduct its own personnel Reliability Status assessment on a Bidder (specifically the Bidder personnel), which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check.
 - (ii) If a Bidder being recommended for an award, has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Bidder, will still undergo a security screening process to be conducted by the CBSA. A credit check will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Industrial Security Program (ISP)".
 - (iii) The credit check will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), CISC.
 - (iv) Until the credit check and all other security screening processes required by this Request for Proposal have been completed and the Bidder is deemed suitable by the CBSA, no contract will be awarded and the recommended Bidder will not be permitted access to Protected / Classified information or assets, and further, will not be permitted to enter sites where such information or assets are kept.
 - (v) In the event the Bidder is not deemed suitable following the security screening process required by the CBSA, the said Bidder's proposal will be deemed non-compliant and the next ranked bidder will be assessed. If only one bid was obtained and the proposed bidder does not meet the security requirement, then, the Contracting Authority will determine the next steps in order to ensure all requirements are met.

PART 7 RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must provide on-site medical services for the Toronto Immigration Holding Centre (IHC) to individuals that have been detained for immigration purposes in accordance with legislative grounds outlined under the Immigration and Refugee Protection Act. The medical services will be provided through licensed and registered medical staff which have been identified and in accordance with Annex A, Statement of Work.

7.2 Standard Clauses and Conditions

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

(a) **General Conditions:**

2035 (2016-04-04), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

(b) **Supplemental General Conditions:**

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

7.3 Security Requirement

(a) The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

- (i) The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- (ii) The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD, PWGSC.
- (iii) The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
- (iv) Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
- (v) The Contractor must comply with the provisions of the:
 - 1. Security Requirements Check List and security guide, attached at Annex C;
 - 2. Industrial Security Manual (Latest Edition).

(b) **Additional Security Requirement:**

- (i) The CBSA, will conduct its own personnel Reliability Status assessment on a Contractor (specifically the Contractor personnel), which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check.
- (ii) If a Contractor (specifically the Contractor personnel), has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Contractor (specifically the Contractor personnel), will still undergo a security screening process to be conducted by the CBSA.
- (iii) The credit check will be performed by an authorized security official with the CBSA's "Personnel

Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian and International Industrial Security Directorate" (CIISD).

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

7.4 Term of Contract

(a) **Period of the Contract**

The period of the Contract is from Contract Award ending three (3) years later. (*dates to be inserted at Contract award*).

(b) **Option to Extend the Contract**

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Shannon Brewster
Title: Supply Specialist
Organization: Public Works and Government Services Canada
Acquisitions Branch
Ontario Region
Address: 33 City Centre Drive, Suite 480C Mississauga ON L5B 2N5
Telephone: 905-615-2028
Facsimile: 905-615-2060
E-mail address: shannon.brewster@pwgsc.gc.ca

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

(b) **CBSA Procurement Authority (*to be provided at Contract Award*)**

The CBSA Procurement Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The CBSA Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The CBSA Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor

may discuss administrative matters identified in the Contract with the CBSA Procurement Authority however the CBSA Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

(c) **CBSA Project Authority** *(to be provided at Contract Award)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

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

(d) **Contractor's Representative** *(to be provided at Contract Award)*

Name: _____
Title: _____
Organization: _____
PBN: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

7.6 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.

7.7 Payment

(a) **Basis of Payment – Fix Time Rate – Limitation of Expenditure**

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$_____ *(insert the amount at contract award)*. Customs duties are included, and Applicable Taxes are extra.

(b) **Monthly Payment**

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

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

(c) **Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): *(will be confirmed at contract award)*

- (i) Visa Acquisition Card;

- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only);
- (vi) Large Value Transfer System (LVTS) (Over \$25M)

(d) **Time Verification**

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

7.8 Invoicing Instructions

- (a) 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.
- (b) Each invoice must be supported by:
- (i) a copy of time sheets for each Contractor personnel assigned to the contract, or a combination of summary time sheets that articulate the name and hours worked of each Contractor personnel, to support the time claimed;
 - (ii) a copy of the release document and any other documents as specified in the Contract;
 - (iii) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

IMPORTANT NOTE: *If a supplier omits any required information, as identified above, pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.*

- (c) Invoices must be distributed as follows:
- (i) One (1) copy must be forwarded to the following email address for certification and payment. This email address is to be used for submitting invoices and for payment status inquiries. Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.
National Invoice Reception Unit (NIRU)
By email: vendors-fournisseurs@cbsa-asfc.gc.ca
 - (ii) One (1) electronic copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

(a) **Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

(b) **Federal Contractors Program for Employment Equity - Default by Contractor**

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

(c) **SACC Manual Clauses**

A3060C (2008-05-12), Canadian Content Certification

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental general conditions:
4008 (2008-12-12), Personal Information;
- (c) General Conditions 2035 (2016-04-04); General Conditions – Higher Complexity – Services;
- (d) Annex A, Statement of Work;
 - (i) Appendix 1 to Annex A - CBSA Forms Applicable to Contracted Medical Services Personnel
 - (ii) Appendix 2 to Annex A - Non-Disclosure Agreement
 - (iii) Appendix 3 to Annex A - Replacement and Additional Resource Assessment Criteria
 - (iv) Appendix 4 to Annex A - Certifications at Replacement and Additional Resource Stage
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements;
- (h) Annex E, Cost Recovery – Surcharges; and
- (i) the Contractor's bid dated [] (*insert at contract award*).

7.12 Foreign Nationals (Canadian Contractor)

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

7.13 Insurance - Specific Requirements

- (a) The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- (b) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- (c) The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.14 Cost Recovery - Surcharges

- (a) Annex E - Cost Recovery – Surcharges will apply.

- (i) Canada and the Contractor agree that the amount stated in Annex E is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
- (ii) Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any surcharges owing and unpaid under Annex E.
- (iii) Nothing in Annex E must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

7.15 SACC Manual Clauses

- (a) A9068C (2010-01-11), Government Site Regulations

7.16 Non-Disclosure Agreement

- (a) The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Appendix 2 to Annex A and provide it to the CBSA Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

7.17 Transition Services at end of Contract Period

The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to 3 months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

ANNEX A

STATEMENT OF WORK

1. REQUIREMENT

The Canada Border Services Agency (CBSA) has a requirement for the provision of professional medical service, within the Toronto Immigration Holding Centre (IHC), to individuals detained for immigration purposes in accordance with legislative grounds outlined under the Immigration and Refugee Protection Act (IRPA).

2. BACKGROUND

- (a) The CBSA is responsible for providing integrated border services that support national security and public safety priorities and facilitate the free flow of persons and goods, including animals and plants, which meet all requirement under the program legislation. The CBSA's mission is to ensure the security and prosperity of Canada by managing the access of people and goods to and from Canada.
- (b) Immigration, Refugees and Citizenship Canada (IRCC) is responsible for facilitating the arrival of people and their integration into Canada while protecting the health, safety and security of Canadians; maintaining Canada's humanitarian tradition by protecting refugees and people in need of protection; enhancing the value and promoting the rights and responsibilities of Canadian citizenship; and reaching out to all Canadians to foster an increased intercultural understanding.
- (c) Both CBSA and IRCC share responsibility for the administration and enforcement of the IRPA and work collaboratively to achieve and balance the objectives of the immigration and refugee programs. Two of the IRPA's objectives are:
 - To protect the health and safety of Canadians and to maintain the security of Canadian society; and
 - To promote international justice and security by fostering respect for human rights and by denying access to Canadian territory to persons who are criminals or security risks.
- (d) The IRPA stipulates who is inadmissible to Canada, including: security threats (espionage, subversion, terrorism, threat to Canadians etc.); human or international rights violators, and criminals (including organized crime). Under the IRPA, the CBSA is empowered with the right to arrest, detain and remove permanent residents and foreign nationals who are found to be inadmissible to Canada. Removal is legislated to take place as soon as possible in a manner that protects the integrity of Canada's immigration continuum.
- (e) The CBSA is solely responsible for immigration detention under the IRPA, which includes the care and control of individuals detained for immigration purposes as well as the provision and delivery of medical services through independent service providers. The CBSA currently operates three IHCs located in the Pacific Region (Vancouver), Greater Toronto Area (Toronto) and Quebec Region (Laval). If the detention of an individual involves risks which cannot be mitigated in an IHC, the CBSA relies on provincial and municipal jails for detention. Detention is normally used at the beginning of the enforcement process when the identity of the person is not established or the person is believed to be a danger to the public and, at the end of the process, when removal is imminent and the person is unlikely to appear for removal.
- (f) The provision of medical care for foreign nationals while in Canada is a key component of the immigration continuum. The CBSA is accountable to provide detainees with ordinary and reasonable care for the preservation of life and health. To this end, the CBSA and IRCC collaborate to meet the objectives of the Interim Federal Health Program (IFHP), which provides limited, temporary coverage of healthcare benefits to eligible beneficiaries, including detainees under the IRPA located within an IHC managed by the CBSA. The IRCC is responsible for the administration of the IFHP, including payment of certain costs incurred under CBSA contracts for medical service within IHCs.

2.1 Clientele

- (a) The CBSA categorizes foreign nationals as detained or released. The CBSA may only detain individuals where there is a legislative ground to do so, as defined above. Individuals who are released from CBSA custody into the general population may be required to report back to the CBSA at a future date for their subsequent removal (where legislatively warranted). The Contractor will only be responsible for the provision of health care services for Detainees held at the Toronto IHC.

- (b) In accordance with the IRPA and operational guidelines, the detention of individuals for immigration purposes is a discretionary authority exercised by the CBSA to be used as a last resort to maintain the integrity of Canada's immigration system, and in instances when alternatives to detention are not available. When an individual is detained, the CBSA performs a comprehensive individual risk assessment of each individual subject to detention in order to determine the placement of each potential Detainee to an IHC or a Provincial Correctional facility, as appropriate. Any detainee assessed to be a public safety risk or with significant behavioural or medical issues will be detained in a more secure facility, such as a provincial correctional facility. As such, only those persons assessed by the CBSA as suitable will be held at the IHC.
- (c) In limited circumstances, minors (18 years old and under) who are not subject to a detention order may be housed in the Toronto IHC in instances where the minor is accompanying a parent(s) or guardian(s) who is detained under the IRPA. When the detention of a parent or guardian with an accompanying minor is necessary, and only when no alternative to detention is available, a CBSA officer may decide that it is in the best interest of the child to remain with the parent and/or guardian detained in the Laval IHC.

2.2 Overview of Population Groups at the Toronto IHC

- (a) The CBSA operates a 109 bed (subject to change) detention facility within the Greater Toronto Area (GTA) region, hereinafter referred to as the Toronto IHC, for persons who are detained for immigration purposes under the IRPA and who are deemed by the CBSA not to be of high enough risk to warrant detention at another location. The Toronto IHC accommodates both males and females and admits detainees 24 hours per day, 7 days per week. This includes arrests made inland throughout the GTA region, as well as any persons arrested and/or detained at any Port of Entry (POE) throughout the GTA region, such as Pearson International Airport (PIA), or occasionally from other provinces in Canada. The CBSA maintains sole responsibility and accountability for the safety and security of detainees under its custody; however, it outsources the provision of care and control to contracted security personnel within the facility.
- (b) The CBSA detains a variety of population groups as defined below. The CBSA strives to avoid the detention of minors where possible and feasible. In circumstances where detention is the last resort, children will be admitted to the IHC and detained or housed with a parent, or alone in cases when a minor is unaccompanied.
- (c) Individuals at the IHC are comprised of four distinct population groups, and references are made throughout this document to these population groups as follows:
 - (i) Male Adults;
 - (ii) Female Adults;
 - (iii) Families. For the purpose of this requirement, a Family is defined as one female or male adult with dependent minor aged children. These dependent minors may be either male or female, who are accompanying their parent(s) or a guardian residing at the IHC and may be classified as a Detainee or a resident of the IHC depending on CBSA determination. The accompanied minors may or may not have been referred for detention themselves; and
 - (iv) Unaccompanied Minor – For the purpose of this Contract, an Unaccompanied Minor is defined as a male or female dependent under 18 years of age who is separated from both parents or from their legal guardian. "Unaccompanied Minors" who are not accompanied by a parent or a guardian residing at the IHC is categorized as a Detainee of the facility, because they would only stay at the IHC if they are detained.
- (d) The CBSA performs an assessment on a case-by-case basis in order to determine the admissibility of each potential detainee to the IHC. As such, the IHC may detain individuals requiring both Levels I and II Security for each population group (Men and Women). Level I and Level II definitions are defined by the CBSA National Detention Standards and may be amended, when required, to align with new policy directives, but are generally defined as follows:
 - (i) **Level I Security** mainly involves persons who may pose a risk to themselves, other detainees, or staff that can be managed in an IHC through the use of standard physical and procedural security controls. These individuals do not have a history of criminality and/or interact effectively and peacefully with other detainees and staff.

- (ii) **Level II Security** mainly involves persons who pose a risk to themselves, other detainees, or staff that can be managed in an IHC using enhanced physical and procedural security controls. These individuals may have a documented recent history or pattern of criminality without violence or aggressiveness. Individuals may have also demonstrated behaviour and an inclination towards compliance with detention facility rules and interact effectively and peacefully with other detainees and staff.

Note: It is possible for a detainee to move up and down between the levels based on a change in circumstances such as new information being obtained or a change in detainee behaviour.

3. SCOPE

- (a) The Contractor must provide on-site medical services to any detainee physically located within the Toronto IHC as well as off-site referrals as needed. The medical services will be provided through licensed and registered medical staff which have been identified in Table 1 below. Where made possible through the use of telecommunications technology available at the Toronto IHC, on-site medical services may also be provided to detainees located in provincial correctional facilities.
- (b) The Contractor will be responsible for providing, but not limited to, the following:
- (i) Provide on-site medical services personnel during the follow periods:
- Physician services for twelve (12) hours over a seven (7) consecutive day period* with no more than a two (2) day gap between shifts.
 - Nursing services for twenty-four (24) hours, seven (7) days per week;
 - Psychological services for six (6) hours over a seven (7) consecutive day period*; and
 - Psychiatric services on an as requested basis.
- * For the purposes of this requirement, a seven (7) consecutive day period begins each Monday and ends the following Sunday, regardless of whether the period carries over between two separate months.*
- (ii) Adjust the level of medical services personnel to account for fluctuations to the detainee population, changes in operational requirements, and to cover for unforeseen illness, holidays or other absences of medical services staff. The Contractor may provide the services of more than one specified health professional with equivalent qualifications in order to meet such coverage;
- (iii) Provide medical office supplies and medical equipment necessary to provide medical services to detainees within the Toronto IHC, as outlined in section 5.9 - *Medical Supplies and Equipment*;
- (iv) Must have a professional affiliation(s) with a local hospital(s) to allow for off-site emergency referrals in the event that a detainee requires urgent medical attention or intervention in a hospital and treatment cannot be provided within the Toronto IHC;
- (v) Establish and maintain a professional affiliation with a medical courier service(s) certified to transport, handle, and manage biomedical and bio hazardous waste, such as blood, bodily fluids and human cell tissue, for medical purposes. The medical courier service(s) will also be used to transport biomedical and bio hazardous waste from the Toronto IHC to the hospital on an as-and-when needed basis for medical testing;
- (vi) Provide an Account Manager who will be the primary contact for expertise as required for consultation and clarification purposes;
- (vii) Provide management oversight for all on-site medical services personnel and ensure their compliance to all tasks outlined under this contract as it pertains to medical services provided at the Toronto IHC; and
- (viii) Provide, establish and maintain an electronic database to manage the personal health information of detainees assessed and treated within the Toronto IHC, including patient records, health assessment results, treatments, medications, and referrals. This database will also be used to store and log personal health information received by medical services personnel when detainees are transferred into the Toronto IHC from external facilities (i.e. hospitals, provincial correctional facilities, etc.). This database should also include functionality to electronically transfer personal health information between health care professionals, where possible.

4. PERSONNEL REQUIREMENT

- (a) The Contractor must, during the duration of the contract, ensure that the contracted personnel include
- a minimum of one (1) Account Manager;
 - a minimum of one (1) Physician;
 - a minimum of one (1) Psychologist;
 - a minimum of one (1) Psychiatrist; and
 - a minimum of six (6) Nurses.
- (b) The Contractor must also designate one management representative and one alternate who are authorized to act for the Contractor in every detail at all times. These persons must be made available, at no extra cost to the CBSA, for impromptu meetings at the CBSA's Toronto office or by telephone within one (1) business days' notice, and must also be available for regularly scheduled meetings upon the request of the CBSA Project Authority. These persons may or may not be one of the medical services personnel proposed under this Contract.

4.1 Professional Registration and Insurance

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

4.2 Code of Conduct

The Contractor and its medical services personnel are expected to respect the spirit of the Treasury Board of Canada Secretariat (TBS) [Values and Ethics Code for the Public Sector](#) both on and off duty.

- (a) The physician(s) must conduct himself/herself at all times, in accordance with the standards of practice and professional code of conduct and ethics of the College of Physicians and Surgeons of Ontario. This includes interactions with other medical services personnel, CBSA staff, contracted security personnel and detainees within the Toronto IHC as well as external health care providers and officials, where required.
- (b) The nurse(s) must perform his/her duties at all times in accordance with the standards established by the College of Nurses of Ontario and conduct him/herself in accordance with the code of conduct and ethics of the profession in Ontario. This includes interactions with other medical services personnel, CBSA staff, contracted security personnel and detainees within the Toronto IHC as well as external health care providers and officials, where required.
- (c) The psychologist(s) must conduct himself/herself at all times in accordance with the professional standards established by the College of Psychologists of Ontario and conduct him/herself in accordance with the code of conduct and ethics of the profession in Ontario. This includes interactions with other medical services staff, CBSA staff, contracted security staff and detainees within the Toronto IHC as well as external health care providers and officials, where required.
- (d) The psychiatrist(s) must conduct himself/herself at all times in accordance with the standards of practice and professional code of conduct and ethics of the College of Physicians and Surgeons of Ontario. This includes interactions with other medical services personnel, CBSA staff, contracted security personnel and detainees within the Toronto IHC as well as external health care providers and officials, where required.
- (e) The Contractor must develop a process to ensure that all medical services personnel disclose having a potential employment conflict of interest, which is defined as having private interests that could improperly influence the performance of his or her services, or which the individual uses for his or her personal gain. Some examples of such a conflict of interest include, but are not limited to the following: an individual working at the Toronto IHC has family, relatives, friends or associates that are under enforcement action under the IRPA, or has an application related to immigration status under the IRPA such as a sponsorship or appeal to the IRB, or an application at the CBSA or IRCC office outside Canada, or any other situation where a real or perceived conflict may arise. The Contractor must advise the CBSA Project Authority of the method of disclosure it puts in place, and advise the CBSA Project Authority of any disclosures so made to the Contractor.

- (f) The Contractor must inform the CBSA Project Authority when medical services personnel are being investigated by any provincial governing body, or are being investigated by the police, charged or is/has been detained.

4.3 Personnel Acceptability by the CBSA

The Contractor must, if it is determined by the CBSA Project Authority that medical services personnel are not meeting the requirements, upon notification from the CBSA Project Authority, immediately remove and replace them with personnel acceptable to the CBSA.

Note: The CBSA reserves the right to determine the suitability for reassignment, if so desired, of any Contracted personnel removed from a post.

Refer Section 4.6.3 "Rejection, Removal and Replacement of Personnel based on Poor Performance" for additional information related to the rejection or removal of personnel for non-compliance.

4.4 Back-Up Support

- (a) The Contractor must provide trained, security cleared, back-up support for illness, holidays and/or other absences. When back-up support is required, the Contractor must provide it within three (3) hours' notice or otherwise pre-approved time provided by the CBSA Project Authority.
- (b) The Contractor must expect that occasionally, emergencies or other unforeseen situations or pre-planned special projects may require additional medical services personnel beyond the minimum level identified in Article 4(a). The Contractor must be prepared at all times to provide additional medical services personnel within three (3) hours' notice or otherwise pre-approved time provided by the CBSA Project Authority these services).

4.5 Training

- (a) All medical services personnel must be trained within two (2) weeks of their commencement of the services. At no additional cost to the CBSA, the Contractor will be required to provide Toronto IHC orientation training to all newly hired medical services personnel to be performed at the Toronto IHC, between the hours of 8 a.m. and 5 p.m., and will be a maximum of a half day (approximately 4 hours). The Contractor, in conjunction with the CBSA Project Authority, must develop the Training Manual and the CBSA Project Authority will approve the document before training can take place.
- (i) Training topics will include, but are not limited to:
- An overview of the layout and non-restricted facilities available to medical services personnel working at the Toronto IHC;
 - A walkthrough of the Toronto IHC medical office;
 - Sign in procedures to access the facility;
 - Procedures related to shift scheduling, designed breaks, and the completion of timesheets; and
 - Communication protocols and applicable contact information (i.e. contact details for Contractor personnel, emergency services, external service providers, etc.).
- (b) Nurses are also required to complete two (2) eight (8) hour shifts to shadow a full-time nurse at the Contractor's expense.
- (c) The Contractor must also ensure that additional and/or replacement medical services personnel are available for training within two (2) weeks of the commencement of the services. The training will be provided at the Toronto IHC, between the hours of 8 a.m. and 5 p.m., for a maximum of two (2) days (approximately 7.5 hours per day) per employee at the Contractor's expense.
- (i) Training topics may include, but are not be limited to:
- Emergency protocols, including fire, power outages, disruptive/violent detainees, and emergency evacuation procedures at the Toronto IHC;
 - Diversity and cultural sensitivity issues; and
 - Information related to National Detention Standards and Standing Orders.

- (d) The Contractor will also be responsible for ensuring that resources are available for additional or ongoing training as required by the CBSA to a maximum of one (1) day (7.5 hours) per employee per year at the Contractor's expense. This may include future training sessions developed and/or determined by the CBSA to be required of medical services personnel.

4.6 Medical Services Personnel Performance Standards

The CBSA will carry out ongoing performance assessment to ensure service standards are met by the Contractor and the medical services personnel.

4.6.1 Performance Evaluation

- (a) The Contractor's performance, and that of medical services personnel will be evaluated by the review of the following by the CBSA Project Authority:
- (i) After hours response time (log sheet documenting after hour calls indicating response time, etc.).
 - (ii) Attendance (log sheet to ensure time stamps or arrival and departure of personnel).
 - (iii) Complaints (including those from detainees) documented electronically by the CBSA on a spreadsheet.
 - (iv) Work performance and inspection of work site.
 - (v) Site inspections to verify that Standing Orders are being followed.
 - (vi) Other inspections for irregularities in operational management, as required.
- (b) The CBSA Project Authority will immediately alert the Contractor in writing of any critical deficiencies found by CBSA officials as a result of the above noted inspections, and the Contractor must take immediate remedial action to correct these deficiencies to CBSA's satisfaction within 48 hours.

4.6.2 Performance Issues with Medical Services Personnel

The Contractor is expected to address performance-related issues directly with their medical services personnel and notify the CBSA Project Authority in writing within 48 hours of actions taken to remedy issues.

4.6.3 Rejection, Removal and Replacement of Personnel Based on Poor Performance

- (a) The following conditions will be cause for an immediate request by the CBSA Project Authority for the removal or replacement of medical services personnel from work assignments on Toronto IHC's premises:
- (i) Substance dependence or other addiction for which the individual has not received or is not in the process of receiving treatment, i.e., active use;
 - (ii) Emotional instability or mental disorders which are untreated or the individual chooses not to seek treatment for;
 - (iii) Conviction for a criminal offense for which a pardon has not been granted;
 - (iv) On-going performance deficiencies;
 - (v) Serious misconduct;
 - (vi) Failure to follow required procedures of the Toronto IHC;
 - (vii) Inadequate professional training or experience;
 - (viii) Loss of a license;
 - (ix) Failure to maintain required certifications or licensing;
 - (x) Consuming alcohol or other illegal substances while on duty; and
 - (xi) Infractions of a serious nature that would be governed by an expected Code of Conduct or violate Standing Orders of the Toronto IHC (e.g. engaging in inappropriate relationships, including intimate relationships, with detainees or staff working at the Toronto IHC, sleeping on the job, etc.).
- (b) If it is determined that a medical resource will be replaced, the following process must be undertaken.

- (i) The Contractor must send a copy of the proposed replacement personnel's resume, as well as a filled out evaluation grid, found at Appendix 3 to Annex A, for that replacement personnel, to the CBSA Procurement Authority and CBSA Project Authority.
- (ii) The Contractor must also notify the Contracting Authority of the proposed replacement and provide the Contracting Authority with the proposed replacement's security information for validity of the requirements outlined in the Contract.
- (ii) The CBSA Procurement Authority will evaluate the proposed resource against the grid and their resume.
- (iii) If the resource is deemed compliant, CBSA security clearance will be initiated by the CBSA Procurement Authority.
- (c) No replacement personnel are to begin work under this contract until the above process is completed and security clearance has been granted by the CBSA Procurement Authority and the Contracting Authority.

5. SERVICES REQUIREMENT

5.1 Medical Care for Detainees

The Contractor must:

- (a) Provide ongoing medical services support to detainees held within the Toronto IHC as required and as deemed necessary by medical services personnel or otherwise requested by the CBSA and/or detainee.
- (b) Ensure that every detainee receive an initial medical and mental health assessment by the physician and/or registered nurse within 48 hours of being admitted to the Toronto IHC. Detainees referred by the physician for mental health treatment shall receive a comprehensive evaluation by the licensed psychologist and/or psychiatrist as soon as possible, but no later than 48 hours after the referral. Where required, the detainee may be referred to an outside local medical clinic to provide required health care services not available within the Toronto IHC. On occasion, emergency referrals may be required to be sent within 24 hours of admittance to the Toronto IHC at the request of the CBSA.
- (c) Have a professional affiliation with a local medical clinic for medical referrals that cannot be accommodated within the Toronto IHC and where the detainee does not require urgent medical intervention in a hospital (i.e. emergency room). The health services practitioner(s) from the medical clinic must be registered as an IFHP service provider.
- (d) Ensure that detainees are reassessed daily in instances when medical services personnel recommend isolation or segregation for medical reasons to determine the need for continued isolation or segregation and advise the CBSA Project Authority. At a minimum, notification and updates will be provided to CBSA staff verbally and in writing at least once per eight (8) hour nursing shift.
- (e) Ensure that a plan is developed that provides for continuity of medical care in the event of a change in detention placement or status. In accordance with CBSA National Detention Standards, the detainee's medical needs must be taken into account prior to any transfer of the detainee to another facility and the Contractor must ensure that all relevant medical records and a minimum of a seven (7) day supply of medication accompany the detainee, where applicable.
- (f) Upon request from the detainee or their designated representative, provide a copy of the detainee's medical records.

5.2 Account Manager Services

The Account Manager(s) must:

- (a) Provide account management and financial support services to the CBSA Project Authority and Contracting Authority on an as needed basis. All costs associated with the Account Manager(s) will be incurred by the Contractor.

5.3 Physician(s) Services

The Physician(s) must:

- (a) Provide medical services at the Toronto IHC for a minimum of twelve (12) hours over a seven (7) consecutive day period*. A gap of no more than two (2) days of service is acceptable.
- (b) Ensure that the hours of work are consecutive and provided between 8 a.m. and 10 p.m., or as required to meet operational needs or alternate shift schedules negotiated that will be discussed and approved by the CBSA Project Authority.
- (c) Be available to staff of the Toronto IHC as well as to the nurse(s) by telephone 24 hours a day, as required, to provide advice and medical instructions. This availability is over and above the required base minimum of twelve (12) hours per week as articulated above.
- (d) Be available to provide in-person services in excess of the twelve (12) hours per week articulated above at the request of the CBSA Project Authority.
- (e) Be available for urgent unscheduled visits to the Toronto IHC, at the request of the CBSA Project Authority, outside the regularly scheduled visits per week. The provision of an unscheduled visit will represent a minimum payment for two (2) hours of work.

* For the purposes of this requirement, a seven (7) consecutive day period begins each Monday and ends the following Sunday, regardless of whether the period carries over between two separate months.

5.4 Nurse(s) Services

The Nurse(s) must:

- (a) Provide medical services at the Toronto IHC twenty-four (24) hours per day, seven (7) days a week.
- (b) Ensure that there exists sufficient nursing coverage* for all shifts recognizing that the Toronto IHC operates on a 24/7 basis, including back-up coverage should it be necessary (i.e. illness, vacation etc.). Hours of work and shift schedules will be managed by the Contractor and will be subject to change as determined by the CBSA Project Authority in consultation with the Contractor or vice versa.

* Only one (1) registered nurse at a time is required to be on-site within the Toronto IHC, with the exception of training periods or as otherwise requested by the CBSA Project Authority.

5.6 Psychologist(s) Services

The Psychologist(s) must:

- (a) Provide psychological services, including psychological evaluations and assessments, at the Toronto IHC six (6) hours over a seven (7) consecutive day period*.
- (b) Ensure that the hours of work are provided between 6 a.m. and 10 p.m. These times may fluctuate in order to meet operational needs and any variation will be approved by the CBSA Project Authority.
- (c) Be available for urgent unscheduled visits to the Toronto IHC, at the request of the CBSA Project Authority, outside the regular hours scheduled per week. The provision of an unscheduled visit will represent a minimum payment for two (2) hours of work.

* For the purposes of this requirement, a seven (7) consecutive day period begins each Monday and ends the following Sunday, regardless of whether the period carries over between two separate months.

5.7 Psychiatrist(s) Services

The Psychiatrist(s) must:

- (a) Provide psychiatric services, including written psychiatric evaluations and assessments, at the Toronto IHC between the hours of 8 a.m. and 10 p.m. These times may fluctuate in order to meet operational needs and any variation will be approved by the CBSA Project Authority.
- (b) Be available to respond in person to the Toronto IHC within a twelve (12) hour period following a request for care from the CBSA.

5.8 Provisions for Additional Coverage and Excess Hours

- (a) The Contractor must remain aware that the detainee population fluctuates on a daily basis and can range from 120-195 detainees. Historic occupancy rates reveal that the average detainee population

ranges between 100 and 120 persons. As CBSA policies and procedures change, this historic average should only serve as a guide, and is no guarantee as to what the occupancy rate will be.

- (b) At the request of the CBSA, the Contractor must adjust coverage to meet the daily and routine fluctuation in the detainee population at the Toronto IHC and be willing to adapt to other CBSA operational changes and/or requirements of the CBSA.
- (c) The Contractor must secure CBSA Procurement Authority approval in advance for hours worked in excess of the prescribed weekly hours of medical services personnel.

5.9 Medical Supplies and Equipment

- (a) All costs associated with stocking and maintaining medical office supplies, providing medical equipment and services for the day-to-day operation of the medical office at the Toronto IHC, providing access to a computer and the necessary computer software to maintain detainee medical records as well as all other administrative duties required to carry out the specified tasks assigned to the contracted personnel, are the responsibility of the Contractor. The medical equipment and supplies listed below must be stored on-site at the Toronto IHC.
- (b) Medical equipment necessary to run the medical office include (but are not limited to); blood pressure monitors (wall mounted and battery operated), blood refrigerators, refrigerators for medication, ear thermometers, stethoscopes, pulse oximeter, glucometers, dressing trays, wheelchairs, crutches, resuscitator bags, oxygen cylinders, aero chamber, exam tables, eye charts, compression nebulizers, ophthalmoscope, exam lights and tables, sterilization equipment, defibrillators, crash cart, intravenous therapy equipment, weight scales, portable vital sign monitors and integrated diagnostic equipment.
- (c) Medical supplies necessary to run the medical office include (but are not limited to); gloves, bandages, micropore tape, tourniquet, medical tubing, tongue depressors, paper to cover examining tables, thermometer covers, diabetes testing stripes, prescription pads, intravenous bags and drip chambers, disposal containers for hazardous medical waste, needle deposit box, syringes, alcohol swabs, cups for dispensing medications, and blood vials with stoppers for open vacuum tubes and non-vacuum tubes.

5.10 External Health Care Providers

- (a) In addition to the services outlined in the Scope of Work, the Contractor must establish and maintain an electronic list of external health care providers and facilities for referrals of detainees, and share it with the medical services personnel so that detainees can be sent for the required care, when necessary (e.g. dentists, optometrists, etc.).
- (b) The Contractor must also maintain relationships with health care professionals in the community that are aware of detainee population needs (experience in traumas, detained population, post-traumatic stress disorder, etc.), so that detainees can be sent for specialized care, when necessary. The external health care professionals must also have experience and be comfortable with providing health services to persons who are detained, including detainees who may be handcuffed for safety purposes. These health care providers must also be registered as IFHP service providers.

6. TASKS

6.1 Account Manager Tasks

- (a) The Account Manager(s) must undertake tasks which include, but not limited to:
 - (i) Provide consultative support and respond to any inquiries from the CBSA Project Authority or CBSA Procurement Authority regarding the services rendered under this contract.
 - (ii) Ensure that the medical service personnel who are providing services to detainees meet the qualifications.
 - (iii) Provide supervisory capacity to medical services personnel and implement procedures where necessary, in consultation with the CBSA Project Authority, to help resolve contractual issues (i.e. shift scheduling, operational coordination, security and training requirements).

- (iv) Ensure that all timesheets and invoices submitted to the CBSA Project Authority or CBSA Procurement Authority are accurate and completed in accordance with the requirements under this contract.
- (v) Meet and/or liaise with the CBSA Project Authority and CBSA Procurement Authority on an as-needed basis to ensure that requests and/or complaints are dealt with in a timely manner.
- (vi) Provide quality assurance and oversight for all services provided under this contract, including identifying issues, providing clarification, recommending corrective actions, and ensuring that all services meet best practices and requirements.
- (vii) Design and provide newly hired medical services personnel with orientation training regarding the Toronto IHC facility and related operating procedures (i.e. layout and facilities, sign-in procedures, shift scheduling and timesheets, breaks, contacts, etc.). Refer to Article 4.5 for more details.
- (viii) Visit in person the Toronto IHC medical office a minimum of 3 times per week to oversee the delivery of medical services performed by medical services personnel during each of the different shift schedules (i.e. morning, afternoon, and overnight shifts).
- (ix) Meet with the IHC Manager a minimum of once a week.

6.2 Physician(s) Tasks

- (a) The Physician(s) must undertake medical tasks which include, but not limited to:
 - (i) Ensure that all detainees receive an initial medical and mental health screening (at a minimum, screened by use of a questionnaire) within 48 hours of arrival at the Toronto IHC, or as specified by the CBSA Project Authority. The physician(s) will consult with other members of the medical services team as required. Screening must be in accordance with CBSA's National Detention Standards as well as the Toronto IHC's Standing Orders.
 - (ii) Medically treat detainees from the Toronto IHC's medical office in accordance with the guidelines, procedures and eligible benefits for the IFHP and, when necessary, refer detainees to an appropriate off-site medical centre and/or arrange for medical professionals to attend and treat detainees at the Toronto IHC or, alternatively, arrange for an off-site appointment in consultation with the CBSA Project Authority.
 - (iii) Collect blood samples or fluids from detainees and administer intravenous therapy at the Toronto IHC when required. The physician(s) will coordinate with other members of the medical services teams as required to make necessary arrangements for specimens to be transported to a hospital or laboratory for further testing.
 - (iv) Organize and conduct medical examinations for refugee claimants detained more than 30 calendar days, following the guidelines and instructions from IRCC. This involves arranging for an IRCC Designated Medical Practitioner (DMPs) to visit the Toronto IHC and/or applying to IRCC for a dispensation prior to the examination, to perform the exam as a non-DMP. While the examination itself would be billed within the monthly approved rate under the contract, outside suppliers of related tests (lab fees, x-rays, etc.) would follow normal IFHP invoicing practices.
 - (v) Provide medical advice and guidance in relation to detainees, where necessary, concerning medical-related actions to be taken by CBSA officers at the Toronto IHC (e.g. request to send a patient to hospital, dispensing of medication, etc.).
 - (vi) Inform the CBSA Toronto IHC Supervisor/Manager, or CBSA staff when the IHC Supervisor/Manager is absent or unavailable, verbally or in writing as soon as possible in instances where it is believed that a detainee represents a danger to himself/herself, other detainees, CBSA staff or contracted security personnel (e.g. suicidal tendencies, contagious disease, serious mental illness, etc.).
- (b) The Physician(s) must undertake administrative tasks which include, but not limited to:
 - (i) Maintain a computerized control log of all medications (prescription and over-the-counter) and medical supplies, including inventory, usage and dispensing; ensure that medications taken from detainees upon arrival at the Toronto IHC are entered into the computerized control log,

dispensed as required and secured in the proper location; and review and recommend usage and dosage of medications provided.

- (ii) Maintain an electronic referral log, which includes at minimum, the date, name of the detainee, universal client identifier (UCI), reason for the referral to another physician, and the institution/professional to which the detainee was referred.
- (iii) Provide administrative oversight, advice and medical instructions to other medical services personnel and ensure that medical services personnel performance is in accordance with professional standards at all times.
- (iv) Work closely with federal and provincial health officials, as required, respecting health-related matters relating to detainees held at the Toronto IHC.

6.3 Nurse(s) Tasks

- (a) The nurse(s) must undertake medical tasks which include, but not limited to:
 - (i) Meet each new detainee as soon as possible after their arrival at the Toronto IHC, to ensure that a health assessment is completed, in order to detect any medical problems requiring the attention of the physician(s). Evaluate the questionnaire and follow-up on any medical issues, consulting with the physician(s) as needed.
 - (ii) Prepare, distribute and administer prescription and over-the-counter medication to the detainees and delegate the distribution of medication to contracted security personnel as required. If this function is to be delegated, clear instructions on how and when to administer medication is required, along with the pre-measured dosage.
 - (iii) Receive, assess and treat detainees in the Toronto IHC's medical office when a request for medical attention is requested by the detainee and/or CBSA or contracted security personnel. Where necessary, the nurse(s) must refer cases to the physician(s) and/or prepare the necessary paperwork when a detainee is to be referred to off-site medical professionals.
 - (iv) Check and monitor the basic vital signs on a frequent and regular basis in accordance with medical standards for detainees subject to isolation or segregation or who have potential medical conditions that require ongoing monitoring. The results must be recorded in the patient's chart and reviewed daily for any potential trends or change in health status.
 - (v) Collect blood samples or fluids from detainees and administer intravenous therapy at the Toronto IHC when required, and coordinate arrangements for the specimen to be transported to a hospital or laboratory for further testing.
 - (vi) Inform the CBSA Toronto IHC Supervisor/Manager, or CBSA staff when the IHC Supervisor/Manager is absent or unavailable, and/or physician verbally or in writing as soon as possible in instances where it is believed that a detainee represents a danger to himself/herself, other detainees, CBSA staff or contracted security personnel (e.g. suicidal tendencies, contagious disease, serious mental illness, etc.).
- (b) The nurse(s) must undertake administrative tasks which included, but not limited to:
 - (i) Maintain up to date medical files for each detainee assessed and treated within the Toronto IHC medical office.
 - (ii) File the detainee medical questionnaire and any nurses' notes in accordance with the standards of the profession in Quebec, where necessary.
 - (iii) Maintain and update the computerized medication control log daily.
 - (iv) Order prescription medication and/or medical supplies when required.
 - (v) Maintain a record of referrals made to outside physicians and/or medical services. This record must include the date, detainee name, universal client identifier (UCI), reason for referral and any action taken.
 - (vi) Work closely with federal and provincial health officials, as required, respecting health-related matters relating to detainees held at the Toronto IHC.

- (v) Assist CBSA IHC staff when required in gathering statistical information and any required information associated with medical records.

6.4 Psychologist(s) Tasks

- (a) The Psychologist(s) must undertake psycho/social counseling tasks which include, but not limited to:
 - (i) Provide assessments, including psychological evaluations, and treat detainees within the Toronto IHC's medical office, in accordance with the guidelines and procedures of the IFHP.
 - (ii) Provide recommendations and guidance to CBSA IHC Staff and contracted security personnel with respect to any special accommodations required to address detainee mental health issues and ensure that risk to the detainee, other persons at the Toronto IHC or any staff and personnel is mitigated to the extent possible.
 - (iii) Provide referrals and make arrangements, in consultation with the physician(s), for detainees to receive off-site medical care or treatment, or arrange for medical professionals to attend and treat detainees within the Toronto IHC, where required.
 - (iv) Provide CBSA IHC staff and contracted security personnel with advice and support to assist in the identification of possible detainee mental health issues or problems or as requested by the CBSA IHC staff in urgent cases. This includes providing support in how to manage situations and providing a list of possible behavioural issues that may be used by personnel to identify detainees that would benefit from a referral.
- (b) The Psychologist(s) must undertake administrative tasks to:
 - (i) Maintain an electronic referral log, which includes at minimum, the date, name of the detainee, unique client identifier (UCI), reason for the referral to another physician, and the institution/professional to which the detainee was referred, where applicable.
 - (ii) Provide administrative oversight, advice and professional instructions to other medical services personnel and ensure that medical services personnel performance is in accordance with professional standards at all times.
 - (iii) Inform the CBSA Toronto IHC Manager, or CBSA IHC staff when the IHC Manager is absent or unavailable, and physician in writing immediately in instances where it is believed that a detainee represents a danger to himself/herself, other detainees, CBSA IHC staff or contracted security personnel (e.g. suicidal tendencies, contagious disease, serious mental illness, etc.).

6.5 Psychiatrist(s) Tasks

- (a) The Psychiatrist(s) must undertake medical tasks which include, but not limited to:
 - (i) Provide assessments, including written psychiatric assessments, and medical treatment to detainees within the Toronto IHC's medical office, in accordance with the guidelines and procedures of the IFHP.
 - (ii) Provide recommendations and guidance to the physician(s) and/or CBSA IHC staff with respect to any special accommodations required to address detainee mental health issues and ensure that risk to the detainee, other persons at the Toronto IHC or any staff and personnel is mitigated to the extent possible.
 - (iii) Provide recommendations to the physician(s) for detainees to receive off-site medical care or treatment, or request that the physician(s) arrange for medical professionals to attend and treat detainees within the Toronto IHC, where required.
- (b) The psychiatrist(s) must undertake administrative tasks to:
 - (i) Maintain an electronic referral log, which includes at minimum, the date, name of the detainee, unique client identifier (UCI), reason for the referral to another physician, and the institution/professional to which the detainee was referred, where applicable.
 - (ii) Provide advice and medical instructions to other medical services personnel and ensure that medical services personnel performance is in accordance with professional standards at all times.

- (iii) Inform the CBSA Toronto IHC Manager, or CBSA IHC staff when the IHC Manager is absent or unavailable, and physician in writing immediately in instances where it is believed that a detainee represents a danger to himself/herself, other detainees, CBSA IHC staff or contracted security personnel (e.g. suicidal tendencies, contagious disease, serious mental illness, etc.).

6.6 Pharmaceutical Management Tasks

6.6.1 Stocking and Maintaining Stock

(a) The Contractor must:

- (i) Stock, maintain and control an ongoing supply of over-the-counter (OTC) medications as well as specific prescription medications and medical supplies to stock a portable emergency kit for emergency situations at the Toronto IHC.

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

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

In addition to the above, the Contractor must provide any OTC medications as required or deemed necessary by the Contractor and the CBSA. The cost for all medications listed above, required or deemed necessary must be incurred by the Contractor

- (ii) Stock, maintain and control supplies that should be kept within the portable emergency kit. It is the Contractor's responsibility to ensure an ongoing quantity of necessary supplies is available and determine what is appropriate to have on hand within the IHC:

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

6.6.2 Monitoring and Logging Prescriptions and Supplies

- (a) The Contractor must:
- (i) Establish and maintain an electronic control, tracking and monitoring system to log all over the counter and prescription medications and medical supplies available and dispensed to detainees held within the Toronto IHC, including supplies included in the portable emergency kit.
 - (ii) Establish and follow procedures and practices for the management of pharmaceuticals (i.e. medical supplies, prescription and non-prescription medications) that include:
 - Identification of a method for promptly approving and obtaining medications not on the list of prescribed and OTC medications.
 - Prescription practices, including requirements that medications are prescribed only when clinically indicated, and prescriptions are reviewed before being renewed.
 - Detailed instructions for both medical and non-medical services staff (where applicable) on procurement, receipt, distribution, storage, dispensing, recording/logging and disposal of medications.
 - Accountability for administering or distributing medications in a timely manner and according to physician orders.
 - Medication administration error reports to be kept for all administration errors.
 - Secure storage and disposal and continuous inventory of all controlled substances, syringes and needles according to provincial standards.
 - Accountability for authorized use of medical supplies necessary for services delivered in the Toronto IHC medical office to ensure against loss, damage, or use other than for intended purposes.
 - (iii) Ensure that all medications and treatments provided to a detainee are properly tracked, logged and documented within the detainee's medical file.
 - (iv) Ensure that any refusal or disapproval of medication is recorded in the detainee's medical file, along with the reason for refusal or disapproval.
 - (v) Provide an electronic spreadsheet to the CBSA Project Authority each week to summarize all OTC products given to detainees.

6.7 Outside Supplier Invoice Verification

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

7. GOVERNMENT FURNISHED EQUIPMENT

7.1 Toronto IHC Medical Office

- (a) The CBSA will provide office space in addition to a private examination area, referred to as the IHC Medical Office, at the Toronto IHC for use by the Contractor's medical services personnel. The CBSA will ensure that this space is properly fit-up and ready for use by the personnel, and will provide the required secure storage equipment for all medications and medical supplies. Specifically, the Toronto IHC Medical Office will include: examination tables, countertop with a sink, writing surfaces, lockable storage cabinets for prescription medications, first aid kit, file, lockable box and cabinet for narcotics, and a medical waste bin.
- (b) The Contractor will not be responsible to pay for any utilities or other services that may be included in the cost paid for by the landlord nor will the Contractor be responsible to pay for any costs associated with work required to run cables to this office or medical space (e.g. any work behind walls). The Contractor's medical services personnel will be granted (as appropriate) limited access to CBSA computer systems, which include email and access to a shared network drive. No other access to computer systems or networks will be provided, unless otherwise approved by the CBSA.
- (c) Internet access will be provided by the CBSA. This access must solely be used for medical purposes and must not be used for personal reasons. The CBSA's electronic resources must not be used to operate unauthorized software or applications, such as games or other entertainment software under any circumstances, unless specifically authorized by CBSA.

8. DELIVERABLES AND ASSOCIATED SCHEDULE

8.1 Administration of Medical Services Contract

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

8.2 Transition Plan

The Contractor must provide a *Transition Plan*, to be finalized at contract award kick-off meeting, in consultation with the CBSA Project Authority, which demonstrates how the transition period from contract award to contract commencement date will be managed, including the transition of experience and workload from the current incumbent vendor, if required.

8.3 Management of Medical Issues and Infectious Disease

- (a) The Contractor must develop an *Emergency, Risk and Issue Management Plan* to deal with significant and serious health and safety issues that may affect the detention population at the Toronto IHC. This plan must be finalized at the contract kick-off meeting, in consultation with CBSA Project Authority.
- (b) The Contractor must keep the CBSA Project Authority apprised of all medical issues that exist at the Toronto IHC on an ongoing basis, and consult with them as necessary, including issues pertaining to public health-related matters, such as infectious diseases control and prevention.
- (c) In the event of an infectious disease outbreak/epidemic, the Contractor must immediately action the *Emergency, Risk and Issue Management Plan*, and make necessary adjustments to reflect the reality of the situation. Activation of the *CBSA Emergency Preparedness and Management Plan* may be required in tandem. The Contractor and the medical services personnel must work closely with Toronto IHC staff and provincial health officials, as required ensuring minimal operational impact and health and safety risk.

The *Emergency, Risk and Issue Management Plan* must include, as a minimum:

- clinical evaluation;
 - management of medical services staff;
 - infectious and communicable disease control activities;
 - treatment and prevention strategies, including isolation;
 - reporting requirements and coordination with local public health authority;
 - ongoing education for staff and detainees;
 - protection of individual confidentiality;
 - media relations in coordination with CBSA and the local public health authority;
 - procedures for the identification, surveillance, immunization, follow-up and isolation of patients;
 - hand hygiene; and
 - management of bio-hazardous waste and decontamination of medical equipment that complies with federal, provincial and local regulations.
- (d) The Contractor must manage bio-hazardous waste and decontaminate medical equipment in accordance with federal, provincial, and local regulations.

8.4 Reporting

- (a) The Contractor must provide the CBSA Project Authority with a report at the end of each month with statistics on the services rendered and detainees treated. The report must not contain any personal information. At a minimum, the report shall include monthly as well as year-to-date statistics on the:
 - Number of detainees assessed and treated;
 - Number of referrals made to the Psychiatrist(s) and Psychologist(s);

- Number of referrals made to external health care providers for treatments that could not be; provided within the Toronto IHC;
- Types of medical treatments administered or services delivered to detainees;
- Categories of mental health issues treated and/or diagnosed by type, such as mood disorders (depression, bipolar), anxiety disorders (panic attacks, phobias, social), psychotic disorders (schizophrenia, hallucinations), personality disorders (obsessive compulsive, paranoia), trauma, PTSD, and substance dependency (alcohol and drugs);
- Categories of drugs / medication prescribed and/or administered by type and quantity; and
- Number of detainees hospitalized or that required emergency services, such as 911 calls.

8.5 Deliverable Schedule

Deliverable	Associated Schedule
Launch meeting	Within one week of contract award or as specified by the CBSA Project Authority
Meeting with CBSA officials, including the CBSA Project Authority, regarding ongoing administration of contract	Quarterly
Transition Plan	Must be finalized at contract award launch meeting, in consultation with the CBSA Project Authority
Emergency, Risk and Issue Management Plan	Must be finalized within 30 days after contract award launch meeting unless otherwise specified.
Statistical Reports	Monthly

9. CONSTRAINTS

9.1 Management of Toronto IHC

The CBSA remains responsible for Toronto IHC operations and the treatment and care of detainees. The Contractor must ensure that all contracted personnel support the CBSA in fulfilling its responsibilities by working with CBSA in a manner that is proactive in addressing issues that may arise in between medical resource(s) and staff at the Toronto IHC, including contracted security personnel, and effective in providing quality of care to clients in a professional and courteous manner at all times.

9.2 Identity Cards

The Contractor must ensure that all contracted personnel working within the Toronto IHC are supplied with identity cards, at the Contractor's expense, consisting of the individual's first initial and full last name. These identity cards must be worn at all times while delivering services within the Toronto IHC.

9.3 Billing to the IFHP

- The Contractor must ensure that health services and medications prescribed by medical services personnel are covered under the IFHP. For prescription medication not covered by the IFHP, medical services personnel will identify IFHP-covered alternatives, where possible; failing that, a written request along with a supporting justification must be provided to the CBSA IHC Supervisor/Manager to request approval from the CBSA Project Authority to authorize the payment of any medication not covered under the IFHP. The prescription must not be filled until the CBSA IHC Supervisor/Manager has provided written approval for the request. The Contractor will be responsible for all costs incurred for any medications or health services administered not currently covered by the IFHP without prior approval from the CBSA.
- All costs related to billing under the IFHP are outside the scope of this contract. For prescription medications prescribed to detainees by medical services personnel, the respective pharmacy where the prescription is filled will request reimbursement directly from the IFHP claims administrator.

9.4 CBSA National Detention Standards and Standing Orders

The Contractor must ensure that all its contracted personnel working within the Toronto IHC understand and abide by the National Detention Standards and Standing Orders. The CBSA National Detention Standards

outline the overarching policy guidelines that each detention centre, including the Toronto IHC, must adhere to when developing operational guidelines and procedures. CBSA Standing Orders outline the detailed operating procedures that have been put in place for each detention centre (i.e.: Toronto IHC). They must be followed at all times by all CBSA personnel, Contractor personnel and detainees. Specific instructions on how to undertake specific tasks and activities listed within this document are articulated.

9.5 Carriage of Medical Records and Disclosure of Information

- (a) All medical records must be maintained electronically and in accordance with the standards of the College of Physicians and Surgeons of Ontario, which includes, where appropriate, the transition of those records to a new Contractor and the eventual destruction of records.
- (b) All records created or information collected by the medical services personnel must not, at any time, be removed from CBSA facilities, unless otherwise authorized or directed by the CBSA. The CBSA may audit the security protocols of the Contractor at any time.
- (c) The physician(s), psychologist(s), psychiatrist(s) and nurse(s) are required to provide the CBSA Toronto IHC staff with instructions as to any measures to be undertaken with respect to a detainee's medical condition, in order to protect the health, safety and security of the detainee, or other persons at the Toronto IHC and comply with standard procedures for reciprocal sharing of pertinent medical information of detainees who are transferred from one institution to the other, as directed by the CBSA.
- (d) Sub-section 3(k) of the definition of personal information in the *Privacy Act*, states that the name of the individual who is or was performing services under a contract for a government institution is not personal information. As a result, the identities of staff working within the Toronto IHC may be available to the public if a request is made.
- (e) The Contractor must maintain a complete health record on each detainee on-site that is:
 - Electronically captured and logged within a database to be provided, safeguarded and maintained by the Contractor;
 - Organized uniformly in accordance with recognized medical records standards; and
 - Available to all practitioners and used by them for health care documentation.
- (f) Any paper records received by medical services personnel when detainees are transferred into the Toronto IHC from external facilities (i.e. hospitals, provincial detention facilities, etc.) must be converted into an electronic format and retained as part of the detainee's health record.
- (g) Copies of health records must be released by the Contractor directly to the detainee or their designated representative, at no cost to the detainee, upon receipt by the Contractor of a written authorization from the detainee that complies with the relevant provincial health information legislation and regulations.
- (h) While in detention, a detainee, or their designated representative, must receive requested information from their medical records. Upon request, medical record information will be released within a reasonable timeframe after receipt of an authorization. Detainees who indicate they wish to obtain copies of their medical records must be provided with the appropriate request form.
- (i) A written request may serve as authorization for the release of health information, as long as it includes the following (and meets any other requirements of the Contractor):
 - Address of the facility to release the information;
 - Name of the individual or institution to receive the information;
 - Detainee's full name, universal client identifier (UCI) number, date of birth and nationality;
 - Specific information to be released with inclusive dates of treatment; and
 - Detainee's signature and date.
- (j) Following the release of health information, the written authorization must be retained in the detainee's health record.

9.6 Time Sheets and Logs

- (a) For the purposes of this contract a reporting period is referred to as one month starting the first (1st) of the month and ending the last day of the month (30th, 31st or 28th/29th in the case of February).

- (b) As per Annex A, Appendix 1 *"List of CBSA Forms Applicable to Contracted Medical Services Personnel at the Toronto IHC"*, the Contractor must provide to the CBSA Project Authority a signed time sheet for each resource assigned under the contract for each reporting period. This time sheet must log the days and hours worked for the entire reporting period and identify the rate of pay used for that period of time (i.e.: regular rate, overtime rate or call-in rate).
- (c) Additionally, the Contractor must provide to the CBSA Project Authority a copy of the medication tracking log for all medications and medical supplies used during that reporting period.
- (d) All time sheets must be signed by the CBSA Project Authority. A signed timesheet must be provided in order for the Contractor to be compensated.

9.7 Facility Access and Sign-In Procedures

- (a) In order to gain access to the Toronto IHC, all Contracted personnel will be required to report to the designated officer assigned to a designated entry point into the facility, provide the necessary identification, sign the visitor logbook, and follow any additional instructions at the request of the officer.

Note: Signing in to gain access to the Toronto IHC facility does not constitute the commencement of services outlined herein. The start time will be based on the time at which medical services personnel report to the Toronto IHC Medical Office and sign-in using the designed timesheet for the specified reporting period.

9.8 Medical Assistance

Medical services personnel working within the Toronto IHC are required to respond immediately when calls for medical assistance are issued by the CBSA IHC staff or contracted security staff, except in circumstances where doing so could result in serious harm or jeopardize the well-being of another detainee (e.g. detainees already in the process of receiving medical treatment, concurrent medical emergencies, etc.). In these circumstances, medical services personnel are to respond to the call for medical assistance as soon as possible.

9.9 Lunch Breaks and Rest Periods

The Contractor must ensure that medical services personnel lunch breaks and rest periods are scheduled so as not to adversely impact CBSA operations. All medical services personnel are required to remain on-site within the Toronto IHC when taking lunch breaks and rest periods, and must be available to return to work to assist in an emergency situation, such as providing emergency medical treatment to a detainee(s), when required.

9.10 Medical Forms and Standing Orders

As per Annex A, the CBSA maintains a list of standard forms that must be completed by medical services personnel working within the Toronto IHC as per Standing Order procedures or at the request of the a CBSA IHC staff. These forms remain subject to ongoing review and development by the CBSA Project Authority and may be updated, modified, or replaced, when required.

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

9.11 Examinations by Independent Medical Service Providers and Experts

- (a) On occasion, medical and/or mental health examinations by a practitioner or expert not associated with the Toronto IHC may provide a detainee with information useful in administrative proceedings.
- (b) If a detainee seeks an independent medical or mental health examination, the detainee or his or her legal representative must submit to the Toronto IHC Manager a written request that details the reasons for such an examination. The Manager must approve the request for independent examination, if it does not present an unreasonable security risk. Requests for independent examinations must be answered as quickly as practicable. If a request is denied, the Manager must advise the requestor in writing of the rationale.

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

10. LANGUAGE OF WORK

The Contractor as well as all medical services and account management personnel must be proficient in their ability to read, write and speak both French and English fluently.

10.1 Oral Proficiency

Able to speak the English language with sufficient structural accuracy, vocabulary and cohesiveness when engaging in dialogue to participate effectively in most formal and informal conversations on practical, social and professional topics. Can discuss with fluency and ease abstract issues and concepts in various areas of interest.

10.2 Reading Proficiency

Able to read the English language within a normal range of speed and with almost complete comprehension of a variety of authentic texts on unfamiliar subjects. Reading ability does not depend on subject matter knowledge, except if the material is highly dependent on cultural knowledge or outside one's general experience, or an accompanying explanation.

10.3 Writing Proficiency

Able to use the English language effectively in most formal and informal written exchanges on practical, social and professional topics. Control of sentence structure, general vocabulary and spelling is adequate to convey messages accurately. Good control of grammar and relationship of ideas is consistently clear.

11. TRAVEL REQUIREMENTS

There is no travel requirement associated with this contract.

12. APPLICABLE DOCUMENTS

12.1 Professional Standards and Ethics

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

1. Standards and professional ethics of the College of Physicians and Surgeons of Ontario (<http://www.cpso.on.ca>)
2. Standards and professional ethics established by the College of Nurses of Ontario (<http://www.cno.org>)
3. Standards of Professional Conduct of the College of Psychologists of Ontario (<http://www.cpo.on.ca>)

12.2 Interim Federal Health Program

The following documents are included as part of the SOW to provide the Contractor with reference materials regarding requirements related to the IFHP.

1. Interim Federal Health Program Policy effective August 31, 2016 (<http://www.cic.gc.ca/english/department/laws-policy/ifhp.asp>).
2. IFHP Benefit Grids for Basic, Supplemental and Dental Coverage (<https://provider.medavie.bluecross.ca/>)
3. IFHP Prescription Drug Coverage and Provincial Drug Formularies (<http://providerifhpen.medavie.bluecross.ca/wp-content/uploads/sites/5/2016/09/IFHP-Benefit-Grid-Prescription-Drug-Coverage.pdf>)

13, LOCATION OF WORK

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

APPENDIX 1 TO ANNEX A

CBSA FORMS APPLICABLE TO CONTRACTED MEDICAL SERVICES PERSONNEL

Form 1: Weekly Medical Services Timesheets - IFHP Health Care Services

CBSA Immigration Holding Centre: _____

To ensure proper program management and oversight, IRCC requires that doctors and medical staff log in and out when providing services at the CBSA immigration holding centres. This information will be provided to IRCC as part of the Quarterly Reporting procedures.

MONDAY, _____ TO SUNDAY, _____
[DAY/MONTH] [DAY/MONTH]

Physician

<i>Date</i>	<i>Medical Staff Name Please Print</i>	<i>Start Time</i>	<i>End Time</i>	<i>Number of Detainees Served</i>	<i>Medical Staff Signature</i>

Psychologist

Psychiatrist

Nurse

Signature: _____
CBSA Site Manager

Date: _____

Form 2: Medical Release Form

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

Name of Detainee (surname/given name): _____

Unit # _____ Room # _____ Log # _____

Name of Medication: _____

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

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

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

Signature of Detainee Date Time

Form 3: Emergency Contact Information

Client Information

Name: _____ UCI: _____
Citizenship: _____ DOB: _____
Date: _____ Time: _____

Contact 1

Name: _____ Relationship to Client: _____
Phone #: _____ Alternate Phone #: _____
Address: _____

Contact 2

Name: _____ Relationship to Client: _____
Phone #: _____ Alternate Phone #: _____
Address: _____

☐

Refused to provide information

☐

Unable to provide information

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

NAME DATE SIGNATURE

APPENDIX 2 TO ANNEX A

Non-disclosure Agreement

I, _____, recognize that in the course of my work as an employee or subcontractor of _____ (the Contractor), I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No 47419-196403/001/TOR between Canada, as represented by the Minister of Public Works and Government Services and the Contractor, including any information that is personal, confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labelled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No: 47419-196403/001/TOR

Signature

Date

APPENDIX 3 TO ANNEX A

Replacement and Additional Resource Assessment Criteria

Resources will be evaluated and scored in accordance with the following evaluation criteria (Mandatory Requirements)

Description Guide

Certified Copy: is a photocopy that must be notarized/certified by one of the following professionals: Notary Public, Lawyer, Commissioner of Oaths, Designated officials at a Canadian Embassy or Consulate, Medical Doctor or Dentist currently licensed in Canada, Police Officer, municipal, provincial, or federal (RCMP), Canadian Judge, Magistrate or Mayor, Professional Accountant (who is a member of APA, CA, CGA, PA or PRA), Member of Parliament (MP); Member of Provincial Parliament (MPP) (Ontario), Member of National Assembly (MNA) (Quebec); Member of House of Assembly (MHA) (Newfoundland and Labrador); Member of the Legislative Assembly (MLA) (all other provinces and territories). The name, title and contact information of the professional must appear on the copy along with their signature.

Valid: any certification(s) or designation(s) that have been successfully completed that remain active and in effect.

Primary Health Care Facility: includes but not limited to a CBSA-administered Immigration Holding Centre (IHC), hospital, family practice, urgent care clinic, long-term care facility, Canadian Armed Forces (CAF) Health Services Unit or adult day care facility.

1. Mandatory Technical Criteria

1.1 Physician

The Contractor must demonstrate that the proposed Physician has the following minimum experience:

#	Mandatory Criteria
M1	The Contractor must demonstrate that the proposed resource has a valid license to practice as a physician in the Province of Ontario. To demonstrate compliance, the Contractor must provide a Certified Copy of the license.
M2	The Contractor must demonstrate that the proposed resource has a minimum of five (5) years of experience within the last ten (10) years, as a physician in a Primary Health Care Facility performing all of the following tasks: <ul style="list-style-type: none">viii. Performing medical examinations and procedures;ix. Assessing physical and mental state of patients;x. Collecting blood samples and fluids;xi. Diagnosing medical conditions;xii. Developing treatment plans;xiii. Prescribing medication to address medical conditions; andxiv. Providing direction to medical staff regarding treatment strategies for patients.
M3	The Contractor must demonstrate that the proposed resource has a valid professional liability insurance according to the requirements of the Canadian Medical Protective Association (https://www.cmpa-acpm.ca/home). To demonstrate compliance, the Contractor must provide a Copy of the professional liability insurance.

1.2 Nurse

The Contractor must demonstrate that the proposed Nurse has the following minimum experience:

#	Mandatory Criteria
M1	The Contractor must demonstrate that the proposed resource has a valid license to practice as a registered nurse in the Province of Ontario. To demonstrate compliance, the Contractor must provide a Certified Copy of the license.
M2	The Contractor must demonstrate that the proposed resource has a minimum of three (3) years of experience within the last ten (10) years, working as a registered nurse performing all of the following tasks: <ul style="list-style-type: none"> vi. Performing medical assessments; vii. Checking and monitoring basic vital signs; viii. Collecting blood samples and fluids; ix. Preparing, distributing and administering prescriptions and over-the-counter medications; and x. Maintaining and updating medical files.
M3	The Contractor must demonstrate that the proposed resource has a valid Advanced Cardiovascular Life Support (ACLS) certification. To demonstrate compliance, the Contractor must provide a Certified Copy of the certification.

1.3 Psychologist

The Contractor must demonstrate that the proposed Psychologist has the following minimum experience:

#	Mandatory Criteria
M1	The Contractor must demonstrate that the proposed resource has a valid license to practice psychology as a registered psychologist in the Province of Ontario. To demonstrate compliance, the Contractor must provide a Certified Copy of the license.
M2	The Contractor must demonstrate that the proposed resource has a minimum of three (3) years of experience within the past five (5) years, in a Primary Health Care Facility, performing all of the following tasks: <ul style="list-style-type: none"> v. Performing psychological evaluations; vi. Diagnosing health concerns related to mental illness; vii. Developing treatment plans; and viii. Maintaining and updating medical files.
M3	The Contractor must demonstrate that the proposed resource has experience providing treatment to patients living with the following mental health issues: <ul style="list-style-type: none"> v. Anxiety Disorders, such as, but not limited to, generalized anxiety, panic or phobias; vi. Mood Disorders, such as, but not limited to, depression or bipolar disorder; vii. Trauma, such as, but not limited to, physical or sexual assault or emotional abuse; and viii. Post-Traumatic Stress Disorder.

1.4 Psychiatrist

The Contractor must demonstrate that the proposed Psychiatrist has the following minimum experience:

#	Mandatory Criteria
M1	<p>The Contractor must demonstrate that the proposed resource has a valid license to practice in the Province of Ontario and hold the applicable valid license to practice psychiatry and administer medications.</p> <p>To demonstrate compliance, the Contractor must provide a Certified Copy of each license.</p>
M2	<p>The Contractor must demonstrate that the proposed resource has a minimum of three (3) years of experience within the past five (5) years, working in a Primary Health Care Facility performing all of the following tasks:</p> <ul style="list-style-type: none">vi. Performing psychiatric assessments;vii. Diagnosing health concerns related to mental illness;viii. Developing treatment plans;ix. Prescribing medications to treat psychiatric conditions; andx. Maintaining and updating medical files.
M3	<p>The Contractor must demonstrate that the proposed resource has experience providing treatment to patients living with the following mental health issues:</p> <ul style="list-style-type: none">v. Anxiety Disorders, such as, but not limited to, generalized anxiety, panic, or phobias;vi. Mood Disorders, such as, but not limited to, depression or bipolar disorder;vii. Trauma, such as, but not limited to, physical or sexual assault or emotional abuse; andviii. Post-Traumatic Stress Disorder.

APPENDIX 4 TO ANNEX A

Certifications at Replacement and Additional Resource Stage

1. Status of Personnel

If the Contractor has proposed any individual in fulfillment of this contract who is not an employee of the Contractor, the Contractor hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work performed in fulfillment of this contract 47419-196403/001/TOR and to submit such person's CV to Canada. The Contractor must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Contractor.

Print name of authorized individual & sign above

Date

2. Availability of Personnel

The Contractor certifies that, should it be authorized to provide the services under this Contract, the person proposed will be available to commence performance of the work within a reasonable time from the date of acceptance of the Contract, or within the time specified by the Technical Authority, and will remain available to perform the work in relation to the fulfillment of the requirement.

Print name of authorized individual & sign above

Date

3. Education and Experience

The Contractor certifies that all the information provided in the CV and supporting material submitted, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that the individual proposed is capable of performing the Work described in the contract. Canada reserves the right to verify any information provided in this regard, and untrue statements may result in the Contract being declared non responsive or another action the Minister may consider appropriate.

Print name of authorized individual & sign above

Date

4. Certification of Language – English Essential

The Contractor certifies that the proposed resource(s) in response to this Contract will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

Print name of authorized individual & sign above

Date

ANNEX B BASIS OF PAYMENT

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

1. CONTRACT PERIOD – three years (from _____ to _____ (dates to be inserted at Contract award)

In accordance with Annex "A", the Contractor will be paid the following firm all-inclusive hourly rates for work performed pursuant to this Contract as follows (GST or HST extra).

		A	B	C
#	Category of Personnel	Estimated Number of Hour / Resource	Firm Hourly Rate	*Extended Cost (AxB)
1	Physician	1872	\$	\$
2	Nurse	26208	\$	\$
3	Psychologist	936	\$	\$
4	Psychiatrist	156	\$	\$
*Total Extended Price:				\$

2. OPTION 1, YEAR 4: one year (from _____ to _____ (dates to be inserted at Contract award)

Subject to the exercise of the Contract option to extend the Contract period in accordance with Article 7(b) of the Contract, the Contractor will be paid the following firm all-inclusive per diem rates during each Option 1, Year 4, to complete all work to be performed in relation to the Contract extension.

		A	B	C
#	Category of Personnel	Estimated Number of Hour / Resource	Firm Hourly Rate	*Extended Cost (AxB)
1	Physician	624	\$	\$
2	Nurse	8736	\$	\$
3	Psychologist	312	\$	\$
4	Psychiatrist	52	\$	\$
*Total Extended Price:				\$

3. OPTION 2, YEAR 5: one year (from _____ to _____ (dates to be inserted at Contract award)

Subject to the exercise of the Contract option to extend the Contract period in accordance with Article 7(b) of the Contract, the Contractor will be paid the following firm all-inclusive hourly rates during each Option 2, Year 5, to complete all work to be performed in relation to the Contract extension.

		A	B	C
#	Category of Personnel	Estimated Number of Hour / Resource	Firm Hourly Rate	*Extended Cost (AxB)
1	Physician	624	\$	\$
2	Nurse	8736	\$	\$
3	Psychologist	312	\$	\$
4	Psychiatrist	52	\$	\$
*Total Extended Price:				\$

Solicitation No. - N° de l'invitation
47419-196403/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
tor024

Client Ref. No. - N° de réf. du client
47419-196403

File No. - N° du dossier
TOR-7-40127

CCC No./N° CCC - FMS No./N° VME


*Total Evaluated Price: (Total Extended Price of Contract Period + Option 1, Year 4 + Option 2, Year 5)	\$
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NOTE: * lines and rows will be deleted at Contract award.

In respect of the "Estimated Number of Hours" listed above (A*), the estimated number of hours is for evaluation purposes only during the solicitation process. The actual number of days during the Contract Period and Option Periods may be more or less, as determined by the Technical Authority.

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

 Government of Canada / Gouvernement du Canada		Contract Number / Numéro du contrat 1000336403	
		Security Classification / Classification de sécurité non-classified	

ST-17-070 **SECURITY REQUIREMENTS CHECK LIST (SRCL)**
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Canada Border Services Agency		2. Branch or Directorate / Direction générale ou Direction Programs Branch & GTA Operations Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail Medical Services within the GTA IHC			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
6. Indicate the type of access required - Indiquer le type d'accès requis.			
6. a) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui			
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (e.g. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> Not releasable / À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays:		All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays:	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays:
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINT EL <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	



Contract Number / Numéro du contrat 1000336403
Security Classification / Classification de sécurité non-classified

PART A (continued) / PARTIE A (suite)	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> SECRET SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : CBSA Reliability Clearance Required	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
<input type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur seront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Déposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	



Contract Number / Numéro du contrat 1000336403
Security Classification / Classification de sécurité non-classified

PART C (continued) / PARTIE C (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité ».

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

ANNEX D INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- (a) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- (b) The Commercial General Liability policy must include the following:
 - (i) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (ii) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (iii) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (iv) 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.
 - (v) 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.
 - (vi) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (vii) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (viii) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (ix) 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.
 - (x) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (xi) 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.
 - (xii) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (xiii) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - (xiv) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,

284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

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

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

2. Errors and Omissions Liability Insurance

- (a) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- (b) 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.
- (c) The following endorsement must be included:
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

3. Medical Malpractice Liability Insurance

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

ANNEX E

COST RECOVERY – SURCHARGES

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

1. Deduction for Shortfalls

- (a) In the event the Contractor fails to supply the required personnel specified, as per Annex A, Statement of Work Articles 4, 5 and 6 in the Contract, the Contractor agrees to pay to CBSA as liquidated damages the sum of 100% of the Firm Hourly Rates as specified in Annex B, Basis of Payment with the Contract, for the Physician, Nurse, Psychiatrist and Psychiatrist for the following incidents:
 - (i) when the Contractor cannot find a replacement; and
 - (ii) when the resource reports for a shift late and/or leaves early (this will be prorated in fifteen (15) minute increments).

2. Method of Deduction

- (a) The amounts invoiced monthly with month's end supplements by the Contractor to CBSA will be reduced to make reimbursement adjustment provisions for surcharges levied.
- (b) It is understood and agreed however, that where the CBSA provides the Contractor with less than seven (7) working days advance written notice of the additional requirements, deductions will only be made by the CBSA for shortfills and shortfalls which occur seven (7) working days after the date of said notice.
- (c) The amount deducted from the invoice by the CBSA for deficiencies will be supported by a breakdown of the deficiency(s) and the applicable surcharge.

ANNEX “F” to PART 3 OF THE BID SOLICITATION ELECTRONIC PAYMENT INSTRUCTIONS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder should complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "G" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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

ANNEX “H” to PART 5 OF THE BID SOLICITATION

ADDITIOINAL CERTIFICATION

1. Board of Directors

In accordance with Part 5 - Certifications and Additional Information, Article 5.2(a), Integrity Provisions – Required Documentation, the required documentation which needs to be provided is a complete list of names of all individuals who are currently directors of the Offeror before contract award. Offeror's are requested to provide this information in their bid.

Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____

2. Procurement Business Number (PBN)

In accordance with Section 02, Procurement Business Number of the 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, Suppliers are required to have a Procurement Business Number (PBN) before contract award. Offeror are requested to provide their PBN with their bid.

(Government) Procurement Business Number - _____

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.