

RETURN BIDS TO : RETOURNER LES SOUMISSIONS À :

Bid Receiving - Réception des soumissions: Regional Contracting and Materiel Services / Régional de Contrats et de gestion du Matériel Ontario Region / Region de l'Ontario Correctional Service of Canada / Service correctionnel du Canada P. O. Box 1174 / C.P. 1174 443 Union St. West / 443 rue Union Ouest Kingston, ON K7L 4Y8

Service correctionnel

#### REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

#### Proposal to: Correctional Service Canada

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

#### Proposition à: Service Correctionnel du Canada

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

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

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :

Telephone # — N° de Téléphone :

Fax # — No de télécopieur :

Email / Courriel : \_\_\_\_\_

GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :

Canada		
	Title — Sujet:	
	Radiological Services	
	Solicitation No. — Nº. de l'invitation	Date:
/ Régional		May 1, 2018
	21401-24-2664636	
rrectionnel	Client Reference No. — Nº. de R	
	GETS Reference No. — Nº. de Ro	éférence de SEAG
	Solicitation Closes — L'invitatio	n prend fin
	<b>at /à</b> : 1400 Hours EDT	
	on / le: Wednesday June 13, 20	18
	F.O.B. — F.A.B.	
	Plant – Usine: Destina	tion: Other-Autre:
	Address Enquiries to — Soumet	tre toutes questions à:
en in	Shane Collins, Regional Contrac	t Administrator
and	P.O Box 1174, 443 Union Street	
	Kingston, Ontario K7L 2R8	
	E-mail: <u>shane.collins@csc-scc.g</u>	<u>c.ca</u>
	Telephone No. – Nº de	Fax No. – Nº de télécopieur:
nada	téléphone:	-
	613-536-4570	613-536-4571
ditions	Destination of Goods, Services	
S,	Destination des biens, services	et construction:
	Millhaven Institution, Bath Institu	tion, Collins Bay
	ComplexWarkworth Institution	
	Beaver Creek Complex and Joyo	ceville Complex
т		
A	Instructions: See Herein Instructions : Voir aux présentes	
	instructions . von aux presentes	5
	Delivery Required — Livraison	Delivery Offered – Livrasion
e	exigée : See herein Name and title of person authori	proposée : Voir aux présentes
_	Vendor/Firm	zeu to sign on benañ or
	Nom et titre du signataire autori	sé du fournisseur/de
_	l'entrepreneur	
_		
_	Name / Nom	Title / Titre
	Signature	Date
	(Sign and return cover page with b	
_	Signer et retourner la page de cou	verture avec la proposition)

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

#### 1. Security Requirement

- 1.1 Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 6 -Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 1.3 For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<u>http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html</u>) website.

#### 2. Statement of Work

The Work to be performed is detailed under Article 2 in part 6 of the resulting contract clauses.

#### 3. Revision of Departmental Name

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

#### 4. Debriefings

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

#### 5. Procurement Ombudsman

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



# **PART 2 - BIDDER INSTRUCTIONS**

#### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days Insert: one hundred & twenty (120) days

#### 2. Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to CSC will not be accepted.

#### 3. Former Public Servants

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.

#### Definitions

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

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



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

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

# Former Public Servant in Receipt of a Pension

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

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

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

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

#### 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.



#### 4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) business days before the bid closing date. Enquiries received after that time may not be answered.

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

#### 5. Applicable Laws

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

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



# **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 1. Bid Preparation Instructions

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

Section I: Technical Bid: three (3) hard copies

Section II: Financial Bid: one (1) hard copy

Section III: Certifications: one (1) hard copy

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on</u> <u>Green Procurement</u> (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 8.5 x 11 inch (206 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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, duo tangs or binders.

# 2. Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the work.

#### 3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in Annex B - Proposed Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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

#### 3.1 Exchange Rate Fluctuation

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

#### 4. Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



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

#### 1. Evaluation Procedures

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

#### **1.1 Technical Evaluation**

#### 1.1.1 Mandatory Technical Criteria

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

#### **1.2 Financial Evaluation**

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

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

#### 2. Basis of Selection

#### **1.2 Financial Evaluation**

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

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

#### 2. Basis of Selection - Mandatory Technical Criteria

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

#### 3. Insurance Requirements

- 3.1 The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Article 12 of Part 6 Resulting Contract Clauses.
- 3.2 If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



# PART 5 - CERTIFICATIONS 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 Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

#### 1. Certification Required with the Bid

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

#### 1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
  - i. it has read and understands the Ineligibility and Suspension Policy;
  - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - iii. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
  - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
  - v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
  - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed Integrity Declaration Form (http://www.tpsgc-pwgsc.gc.ca/ciif/declaration-eng.html). Bidders must submit this form to Correctional Service of Canada with their bid.

#### 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 provided will render the bid non-responsive.



# 2.1 Integrity Provisions – Required documentation

**List of names**: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

- i. Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:

# OR

The Bidder is a partnership

During the evaluation of bids, the Bidder must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the bid.

#### 2.2 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 (<u>http://www</u>.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor \_program.page?&\_ga = 1.229006812.1158694905.1413548969).

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 "<u>FCP Limited Eligibility to Bid</u>" list at the time of contract award.

#### 2.3 Status and Availability of Resources

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

#### 2.4 Language Requirements - English Essential

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



# 2.5 Education and Experience

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

#### 2.6 Certification:

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



# **PART 6 - RESULTING CONTRACT CLAUSES**

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

### 1. Security Requirement

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

# 1.2 CSC Approved Health Services Exemption for the Removal, Offsite Storage and Electronic Data Processing of Offender Personal Medical Information under CSC issued contracts.

- 1.2.1 The Contractor/Offeror must practice and take measures to protect shared personal health information in accordance with the applicable legislation which governs the disclosure of personal and health information under federal and provincial laws, applicable provincial health information acts, and the provincial/territorial regulatory body's professional practice standards. This includes collection, receipt, transmission, storage, disposal, use and disclosure of information under its control among authorized persons of employees of the Contractor/Offeror.
- 1.2.2 In case of security breach or the unauthorized use of shared personal information, the Contractor/Offeror must notify the CSC Project Authority and implement all procedures and disclosure requirements as defined by their professional certifying body and those required of federal and provincial laws and regulations.

# 2. Statement of Work

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

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions</u> Manual (https://buyandsell.gc.ca/policy-and-



guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

# 3.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

# 3.2 Supplemental General Conditions

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

#### 3.3 Replacement of Specific Individuals

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

#### 4. Term of Contract

#### 4.1 Period of the Contract

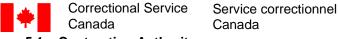
The period of the Contract is from October 1, 2018 to September 30, 2020 inclusive.

#### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional three (3) year period 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 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 5. Authorities



5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shane Collins Title: Regional Contract Administrator Correctional Service Canada Branch/Directorate: Ontario Region Telephone: (613) 536-4570 Facsimile: (613) 536-4571 E-mail address: <u>shane.collins@csc-scc.gc.ca</u>

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

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

#### 5.2 **Project Authority**

The Project Authority for the Contract is:

Name:
Title:
Correctional Service Canada
Branch/Directorate:
Telephone:
Facsimile:
E-mail address:

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

#### 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name: Title: Company: Address:	 
Telephone: Facsimile: E-mail address:	 

#### 6. Payment

#### 6.1 Basis of Payment – Firm Price Services

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price in accordance with Annex B – Basis of Payment. Customs duties are excluded and Applicable Taxes are extra.



6.2 Limitation of Expenditure

- 6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$
  \_\_\_\_\_\_. Customs duties are excluded and Applicable Taxes are extra.
- 6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 6.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 6.3 Monthly Payments

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

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

#### 6.4 SACC Manual Clauses

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

#### 6.5 Travel and Living Expenses

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

#### 7. Invoicing Instructions

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



The original and one (1) copy must be forwarded to the following address for certification and payment.

Senior Clinical Manager Regional Treatment Centre (Bath Institution) 775 Bath Road P.O. Box 1500 Bath, Ontario K0H 1G0

Senior Clinical Manager Regional Treatment Centre (Millhaven Institution) 775 Bath Road P.O. Box 280 Bath, Ontario K0H 1G0

Chief Health Services Collins Bay Complex 1455 Bath Road P.O. Box 190, Kingston, Ontario K7L 4V9

Chief Health Services Beaver Creek Complex 2000 Beaver Creek Drive P.O. Box 1240, Gravenhurst, Ontario P1P 1W9 Chief Health Services Bath Institution 5775 Bath Road P.O Box 1500 Bath, Ontario KOH 1G0

Chief Health Services Millhaven Institution 5775 Bath Road P.O. Box 280 Bath, Ontario K0H 1G0

Chief Health Services Joyceville Complex Highway 15 P.O. Box 4510 Kingston, Ontario K7L 5E5

Chief Health Services Warkworth Institution County Road 29 P.O. Box 760 Campbellford, Ontario K0L 1L0

# 8. Certifications and Additional Information

#### 8.1 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.

# 9. Applicable Laws

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

#### 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4008, (2008-12-12), Personal Information;
- (c) the General Conditions 2010B (2016-04-04), Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, IT Security Requirements Technical Document
- (h) Annex E, Evaluation Criteria;
- (i) Annex F, Insurance Requirements
- (j) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)



#### **11.Termination on Thirty Days Notice**

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

#### 12. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Contract.

Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 13. Ownership Control

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

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

#### 14. Closure of Government Facilities

14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.



14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

#### 15. Tuberculosis Testing

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

#### 16. Compliance with CSC Policies

- 16.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 16.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 16.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

#### 17. Health and Labour Conditions

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

#### 18. Identification Protocol Responsibilities

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

18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;



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

#### **19. Dispute Resolution Services**

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

#### 20. Contract Administration

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

#### 21. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 22. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: www.bit.do/CSC-EN.

# **ANNEX A – Statement of Work**

The Correctional Service Canada has a requirement to provide Radiological Services to male offenders residing within the Federal Institutions in the Ontario Region. The work will involve the following:

# 1. Background:

Correctional Service Canada (CSC) has the mandate to implement primary health care and essential health services at all stages of offender's sentence consistent with the following relevant policy and legislation:

- a) CSC Corporate Objectives: <u>http://www.csc-scc.gc.ca/text/plcy/toc\_e.shtml</u>
- b) The Corrections and Conditional Release Act (CCRA) Sections 85-89
- c) CSC-s Standards of Health Services: <u>www.csc-scc.gc.ca/text/prgm/fsw/hlthstds/toc\_e.shtml</u>
- d) Commissioner's Directives: <u>www.csc-scc.gc.ca/text/plcy/toc\_e.shtml</u>

# 2. Listing of Definitions:

Interpretation: refers to radiological diagnoses

Radiologist: Refers to a Medical Doctor (MD) who specializes in radiology. The MD must be certified and in good standings with the Ontario College of Physicians and Surgeons; and must be licensed to practice in the Province of Ontario with the respective governing body for these professional services, the Ontario Radiology Association.

# 3. Objective:

The Correctional Service Canada must deliver Radiological Services to male offenders residing within the Federal institutional in the Ontario Region. These professional services shall be delivered by a registered Medical Doctor in the Province of Ontario.

#### 4. Deliverables

The reading, interpretation and completion of reports for X-rays and Ultra sounds for the sites identified in the contract. This activity must be completed by a qualified radiologist who is in good standing and registered with the CPSO.

**4.1 Radiologist Professional Services** – Radiologists render signed, final reports, for most modalities and sub-specialties.

The contractor provides coverage, 7 days a week, 365 days a year, as required from 0800 to 1700 hours. Most service will occur Monday through Friday.

To render final signer reposts within 24 hours of receipt of a request for reading and interpretation.

This may be completed via Internet based radiology or by on site reading and interpretation and may be required to report directly to our EMR.

#### 4.2 Sites to be serviced:

Beaver Creek Complex Warkworth Bath Complex – Including Regional Treatment Centre Millhaven - Including Regional Treatment Centre Joyceville Complex Collins Bay Complex

#### Estimated Utilization by Site Annually-subject to change

Site	X-Ray	Ultra Sound	Totals
Beaver Creek Complex	600	150	750
Warkworth	600	150	750
Bath Complex	500	75	575
Millhaven	500	75	575
Joyceville	600	125	725
Collins Bay	500	125	625
Totals	3300	700	4000

The contractor will coordinate all diagnostic coverage, operations, and invoicing, for which it is responsible. On a best-efforts basis, the contractor aims to uphold the following turnaround times for final reports:

- 30 to 60 minutes for STAT reports
- 2 to 4 hours for non-STAT reports
- **4.3 Installation, Setup & Training** To initiate its Internet based services; the contractor carries out the following activities:
  - Supply and install gateway, document scanner and dicomizing software connected to Correctional Service Canada supplied internet service.
  - Client integration and workflow definition and support.
  - Initial credentialing of Radiologists: to provide résumés of Radiologist's proposed to cover Client's site(s), once the Agreement is in place, as input to Client's credentialing process. The contractor will only propose readers who are duly licensed and authorized in Client's jurisdiction(s). All subsequent credentialing is included;
  - Uptime and hosting of Materials in PHIPA compliant data centre on Canadian soil.
  - Applications refresh training as required.
  - Documentation manual provided.
- **4.4 Support & Maintenance** the Contractor provides all Support & Maintenance Services, as follows:
  - 24/7 remote support by phone and email for all inquiries: 30 minute inquiry acknowledgement response time
  - Priority 1 (Module/System-down) workaround fix within 4 hours
  - Priority 2 (Non-business Critical, Reduced Functionality/Performance) next business day (Eastern Time).
  - Priority 3 (Minor or Cosmetic Errors) 2 business day workaround (EST).
  - Automated updates and patches
  - Obsolescence protection
  - Remote access to all components
  - The contractor is responsible for all cost associated with ensuring continuity of services in the event of fail related to its contractors or equipment.

# 4.5 Managing privacy and security compliance:

- No data transfer over open network. All data transfer is 256-bit SSL encrypted.
- No open access to the applications.
- Rules-based access control.
- User application accessed via login and passwords.
- Operations audited for the handling of PHI (Personal Health Information).
- Restricted, card-based access control to data centres with power back up and 24x7x365 technical support.
- Hardware firewalls.
- Having policies and procedures in place for:
  - i. Security incident response.
  - ii. Hardening of production systems and software update schedule.

#### 4.6. Managing patient confidentiality:

- PHI accessed by supporting staff only in case of incident.
- Separate development, testing and production environments.
- Full audit and logging of every action.
- Implemented policies and procedures for PHI destruction.
- Formal Privacy Impact Assessment process for addition of radiological contractor applications.

#### 4.7 Managing data loss, prevention and recovery:

- RAID 5 technologies.
- Network fail-over.
- Disaster recovery policies and procedures.

#### 4.8 Disaster Recovery Procedures for Correctional Service Canada

- Correctional Service Canada is responsible for maintenance of the electronic image archive.
- In the event of gateway or internet failure or unexpected loss of images at core servers, the procedure will be for CSC to re-send the images from a nearby gateway for reprocessing and interpretation

#### 5. Training

Any training that is specific to CSC's environment, and is deemed to be required of the Contractor's personnel by the Project Authority, shall be provided to the Contractor's personnel by CSC.

#### 6. Post Exposure Prophlaxis

In the event of a significant exposure to body fluids, during the performance of the contract, CSC has a policy that will allow the Contractor's personnel access to first aid and direction to outside community resources. Contractor personnel, may on a voluntary basis, participate in this treatment or may choose to go to their own physician, the emergency department, or take no

further action. However, both the Contractor and the Contractor's personnel need to be aware of existing Worker's Compensation Legislation for injured workers.

#### 7. Personal Articles:

The Contractor's personnel are only authorized to introduce or bring onto the premises of a CSC facility personal articles as approved by the Warden/Director or designate. In case of any doubt, the Contractor's personnel must obtain written authority form the Warden/Director or designate.

# 8. Contraband:

The Contractor shall ensure that all persons employed by it, directly or indirectly in the provision of work under this contract, are familiar with CCRA, Section 2.

Giving a prohibited item to an offender is strictly forbidden.

The Contractor, nor any of the Contractor's personnel shall not enter into any relationship and give or receive items to an offender. Such items include but are not restricted to the following: cigarettes, toiletry items, hobby items etc., drugs, alcohol, and letters to or from inmates, money, weapons or items which could be used as a weapon.

Any person found responsible for providing prohibited objects or contraband materials to offenders will be subject to immediate removal from the institution and/or possible criminal charges.

# 9. Reporting:

The contractor is required to provide annual attestation that all service providers are registered and in good standing with the College of Physicians and Surgeons of Ontario (CPSO) with no restrictions to practice. The Crown reserves the right to ask for proof of registration at any time.

The chart below is an example of the reporting structure to be followed:

Institution	Quarter
Collins Bay	October 1, 2018 to December 31, 2018
X-Rays	
Number of Patients	Number of Exams
20	29
Body Part	Total Completed
Chest	10
Skull	15
Orbits	5
Ultra Sounds	
Number of Patients	Number of Exams
20	29
Body Part	Total Completed
Renal	4
Abdominal	10

10. Location of work:

- a. The Contractor must perform the work at their work location or at any of the listed Institutions.
- b. Travel

All travel for performance of the work under this contract shall be included in the rate charged and no additional billing for travel will be made.

# 11. Language of Work:

The Contractor must perform all work in English.

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

# 1.0 Contract Period

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

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive firm per diem rate(s) below in the performance of this Contract, Applicable Taxes extra.

Resource Category Radiologist	Firm Price Per Ultra Sound	Firm Price Per X-Ray	Service Fee Per Year (Includes Software Fees, Reports and Annual Accreditation Attestation) Firm Price Per Site	Travel and Living Expenses	Total
October 1, 2018 to September 30, 2019	\$ (Max. 625 per year) \$ firm price per year	\$ (Max. 3,300 per year) \$ firm price per year	\$ X 6 Sites \$ firm price per year	\$ firm price per year	Total
October 1, 2019 to September 30, 2020	\$ (Max. 625 per year) \$ firm price per year	\$ (Max. 3,300 per year) \$ firm price per year	\$ X 6 Sites \$ firm price per year	\$ firm price per year	Total
				TOTAL:	

October 1, 2018 to September 30, 2020

#### 2.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article 4. Term of contract of the original contract, Options to Extend Contract, the Contractor will be paid the firm all inclusive Per Diem rate(s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation to the Contract extension.

The Contractor must advise the Project Authority when 75% of the Contract's financial limitation is reached. This financial information can also be requested by the Project Authority on an as-requested basis.

October 1, 2020 to September 30, 2023

Resource Category Radiologist	Firm Price Per Ultra Sound	Firm Price Per X-Ray	Service Fee Per Year (Includes Software Fees, Reports and Annual Accreditation Attestation) Firm Price Per Site	Travel and Living Expenses	Total
October 1, 2020 to September 30, 2021	\$ (Max. 625 per year) \$	\$ (Max. 3,300 per year) \$	\$ X 6 Sites \$	\$	Total
October 1, 2021 to September 30, 2022	firm price per year	firm price per year  \$ (Max. 3,300 per year)  \$ firm price per year	firm price per year  \$ \$ X 6 Sites  \$ firm price per year	firm price per year \$ firm price per year	Total
October 1, 2022 to September 30, 2023	\$ (Max. 625 per year) \$ firm price per year	\$ (Max. 3,300 per year) \$ firm price per year	\$ X 6 Sites \$ firm price per year	\$ firm price per year	Total
				TOTAL:	

### 3.0 Applicable Taxes

- (a) All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes of \$<u>To Be Inserted at Contract Award</u> are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.

# Annex C – Security Requirement Check List

	AUG	EIVED 1 7 2017	. (	ONT2555 - HSEx	
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		ECURITY REQUIREMEN CATION DES EXIGENCES			
PART A - CONTRACT INFORM	MATION / PARTIE A	- INFORMATION CONTRAC	TUELLE		min ou Disention
Ministère ou organisme gouv				ich or Directorate / Direction géné ith Services	raie of Direction
3. a) Subcontract Number / Num	néro du contrat de so	ous-traitance 3. b) Nan	ne and Address of Sub	bcontractor / Nom et adresse du s	ous-traitant
4. Brief Description of Work / Br	rève description du tr	avail		······	
Radiological sevices tender.					
5. a) Will the supplier require ac					V No Yes
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Regulations?					No Yes Non Oui
Le fournisseur aura-t-il acc sur le contrôle des donnée		chniques militaires non classi	liées qui sont assujettie	es aux dispositions du Règlement	
. Indicate the type of access re		ype d'accès requis			
al LEGI the superior and the	alarman require age	ess to PROTECTED and/or Ci	LASSIFIED Information	n or assets?	No Yes
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איזה חוביה הודיות ויין 1 9 2017

# ONT2555 - HSEx

PART A (conti	inued) / PARTIE	A (suite) s to PROTECTED	D and/or CLASSIFIED CO	MSEC information or es	sets?		No Yes
Le fournisse	ate the level of ser	à des renseignem	ients ou à des biens COM	SEC désignés PROTÉC	SÉS et/ou CLA	SSIFIÉS?	Non Oui
Dans l'affirm	native, indiquer le i	niveau de sensibil	lité :				
<ol><li>Will the supp Le fournisse</li></ol>	plier require acces our aura-t-il accès	s to extremely ser à des renseignem	nsitive INFOSEC informat ients ou à des biens INFO	ion or assets? SEC de nature extrême	ment délicate?		No Yes Non Oui
	) of material / Titre		matériel ;				
	SONNEL (SUPPL		- PERSONNEL (FOURN	ISSEUR)			
10. a) Personn	el security screeni	ng level required i	/ Niveau de contrôle de la	sécurité du personnel re	equis		
$\checkmark$	RELIABILITY ST COTE DE FIABI		CONFIDENTIAL CONFIDENTIEL	SECRE		TOP SE TRÈS SE	
	TOP SECRET-	SIGINT	NATO CONFIDE		SECRET		TOP SECRET
	SITE ACCESS ACCÈS AUX EN	PLACEMENTS					
	Special commen Commentaires s						
	NOTE: If multiple	levels of screenin	ig are identified, a Security	Classification Guide mus	t be provided	-	
10 b) May man	REMARQUE : S	plusieurs niveaux	x de contrôle de securite s	ont requis, un guide de	classification d	e la sécurité doit étr	re fourni.
TO. D) May uns	creetied personnic	a be used for porta	tons of the work:				Non Oui
			eut-il se voir confier des p	arties du travail?			
If Yes, w	onnel sans autoris ill unscreened per ffirmative, le perso	sonnel be escorte	ed?	arties du travail?			No Yes Non Oui
lf Yes, w Dans l'af	ill unscreened per ffirmative, le perso	sonnel be escorte nnel en question	ed? sera-t-il escorté?		IR)	•	
lf Yes, w Dans l'af PART C - SAFI	ill unscreened per ffirmative, le perso	sonnel be escorte nnel en question : PLIER) / PARTIE	ed? sera-t-il escorté? C - MESURES DE PROT		JR)		
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#### ONT2555 - HSEx

Contract Number / Numéro du contrat 21401-24-2664636 Security Classification / Classification de sécurité

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14. Organization Security Authority /	Responsable de la séc	urité de l'orga	nisme	14/-++:-	
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Linda Daly Agente à la Sécurité des contr Programme de la Sécurité ind Linda Daly@tpsgc-pwgsc.gc.c Téléphone : 613-957-9337 Fax: 613-948-1712	ustrielle   Industrial S	ty Officer ecurity Progra	im hail address - Adresse co	Signature urriel Date	Daly 43117
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# ANNEX D – IT Security Requirements Technical Document



UNCLASSIFIED / NON CLASSIFIÉ

# IT Security Requirements Technical Document / Document technique – Exigences en matière de sécurité des TI

Contract # / N° de contrat :	21401-24-2664636
Date:	2017-08-02

(La version française suit)

#### **IT Security Requirements**

The IT Security Requirements are derived from the <u>Operational Security Standard: Management of</u> Information Technology Security (MITS).

The requirements below apply to the above-noted contract and all contractors therein who access information of PROTECTED level sensitivity and use PROTECTED IT Equipment defined as: All Information Technology (IT) equipment and devices (such as, but not limited to, computers, laptops, USB flash drives, optical discs, memory cards, tablets) that are used to store and/or process information of PROTECTED level sensitivity.

- Any suspected loss or theft of PROTECTED information must be reported by the Contractor to the Project Authority within 2 hours of detection.
- All PROTECTED IT Equipment must be located in a space that meets the requirements of an Operations Zone as defined in the <u>Treasury Board's Operational Security Standard on Physical</u> <u>Security</u>.
- All PROTECTED information in the Contractor's custody stored, processed and/or shared electronically must be encrypted using a product that meets Government of Canada (GC) encryption standards as defined in <u>ITSB-111 Cryptographic Algorithms for Protected Information</u> and protected by a strong password (minimum 8 characters, uppercase letters, lowercase letters and numbers).
- 4. All PROTECTED information in the Contractor's custody must be stored in Canada only. Storage of PROTECTED information outside Canada is prohibited. Only Canadian-based cloud storage services that are specifically-authorised by the department may be used to store PROTECTED information; all other cloud services are prohibited.
- Current antivirus software must be installed and enabled with the most current virus definitions, updates and maintained on all PROTECTED IT Equipment.
- 6. The Operating System (OS) of all computers used to store or process PROTECTED information must be vendor-supported, i.e. current security patches must be available and the product must not have reached end of life, and the latest versions of OS and applications security patches must be installed.
- 7. Each authorized user who accesses PROTECTED IT Equipment must have use their own unique account with user-level privileges and protected by a strong password. Computer accounts must not be shared. Computer accounts with Administrator-level privileges must be used for system administration tasks only and must not be used to access the Internet.
- Security event logging must be enabled and logs kept for a minimum of 1 month on all PROTECTED IT Equipment.
- A password protected screen saver set to 15 minutes or less must be enabled on all PROTECTED IT Equipment.

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CSC IT Security / SCC Sécurité de la TI, 2016-05-06



# IT Security Requirements Technical Document / Document technique – Exigences en matière de sécurité des TI

- 10. All PROTECTED IT Equipment that is connected to the Internet must reside behind a network router that is securely-configured using industry best practices (e.g. NAT-enabled firewall, password-protected and documented configuration, security logging enabled, maintained and reviewed, and filtered access).
- 11. All PROTECTED IT Equipment must have its hard drives (and other internal storage) containing PROTECTED information removed and secured with the Contractor prior to the equipment being removed from the Contractor's premises for service.
- 12. If it has been determined that a hard drive used to store and/or process PROTECTED information is no longer serviceable, the hard drive must be removed from its host equipment and surrendered to the Project Authority for destruction.
- 13. When devices such as computer hard drives and portable data storage devices are no longer required to store or process PROTECTED information, the information must be securely destroyed in accordance with ITSG-06 Clearing and Declassifying Electronic Data Storage Devices. Any PROTECTED information stored on approved cloud storage services must also be deleted when no longer needed.
- 14. When PROTECTED information is displayed on a computer screen or viewed in printed format, it must not be viewable by unauthorized persons.
- 15. Any remote access to the Contractor's Information System and the PROTECTED information contained therein, including all remote connections to computers and other network devices, must be secured using industry best practices, e.g. encrypted connection, two-factor authentication, security logging, split tunneling disabled, access control lists, Contractor-provided and standard remote access software. Any party using the remote access must also meet all requirements listed in this document.

In addition, for contracts where a connectivity requirement has been identified in the SRCL (i.e. "yes" to question 11e), the following IT Security requirements must be met:

- 16. All PROTECTED equipment that has access to OMS, its ancillary applications or CSC's email system must meet the following requirements:
  - The BIOS is password-protected. a
  - The BIOS is configured to allow booting only from the C: drive. b.
  - All wireless capability is disabled. C.
  - The system is locked or shut down when not in use. d.

CSC IT Security / SCC Sécurité de la TI, 2016-05-06

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# IT Security Requirements Technical Document / Document technique – Exigences en matière de sécurité des TI

- 17. All PROTECTED equipment that has access to OMS, its ancillary applications or CSC's email system must never have the following installed and/or used on the equipment:
  - Hacking tools that could circumvent security controls.
  - b. Peer-to-peer (P2P) software used to communicate with other systems over the Internet
  - Client-server software such as web servers, proxy servers or file servers, except Citrix Receiver. C
  - Webmail services except Outlook Web Access to connect to CSC. d.
  - e. Remote-control software (unless specifically-authorised by the department).
  - Cloud services (e.g. Google Drive, Dropbox, Apple iCloud), unless specifically-authorised by the f. department (see Requirement 4).

#### Departmental Security – Physical and Personnel

In addition to the aforementioned items, compliance with the following items below is assumed through Designated Organization Screening (DOS) and Document Safeguarding Capability (DSC) verifications conducted by CISD:

- Each Contractor, Contractor's agents, subcontractors, volunteers or any other parties requiring access to PROTECTED information must hold a valid RELIABILITY STATUS security clearance, granted by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) and have a legitimate need-to-know for the information provided.
- When not in use, all portable data storage devices containing PROTECTED information must be secured in a security container that meets GC security standards within an Operations Zone.
- All documentation produced or completed by the Contractor which contains PROTECTED information must have its sensitivity labeled in the upper right hand corner on the face of each page of the document. Also, all removable storage media such as USB devices and backup tapes must be labelled with the sensitivity level of the information contained therein, e.g. PROTECTED.



# IT Security Requirements Technical Document / Document technique – Exigences en matière de sécurité des TI

#### Exigences en matière de sécurité des technologies de l'information (TI)

Les présentes exigences en matière de sécurité des TI découlent de la Norme opérationnelle de sécurité : Gestion de la sécurité des technologies de l'information (GSTI).

Les exigences énoncées dans les paragraphes qui suivent s'appliquent au contrat précisé ci-dessus ainsi au'à tous les entrepreneurs qui consultent des renseignements PROTÉGÉS ou utilisent de l'équipement de TI PROTÉGÉ. Équipement de TI PROTÉGÉ s'entend de l'ensemble du matériel et des appareils de TI (notamment, sans toutefois s'y limiter, les ordinateurs, les ordinateurs portables, les clés USB, les disques optiques, les cartes mémoire et les tablettes) servant à stocker ou à traiter des renseignements PROTÉGÉS.

- 1. L'entrepreneur doit signaler au chargé de projet toute perte ou tout vol soupçonné de renseignements PROTÉGÉS dans les deux heures suivant la détection.
- 2. Tout l'équipement de TI PROTÉGÉ doit se trouver dans un espace qui respecte les exigences d'une zone de travail, telle qu'elle est définie dans la Norme opérationnelle sur la sécurité matérielle du Conseil du Trésor.
- 3. Tous les renseignements PROTÉGÉS dont l'entrepreneur a la garde et qui sont stockés, traités ou transmis par voie électronique doivent être chiffrés à l'aide d'un produit conforme aux normes de chiffrement du gouvernement du Canada définies dans l'alerte de sécurité de la TI ITSB-111, « Algorithmes cryptographiques pour l'information protégée ». Ils doivent également être protégés par un mot de passe robuste d'au moins huit caractères (majuscules, minuscules et chiffres).
- 4. Tous les renseignements PROTÉGÉS dont l'entrepreneur a la garde doivent être stockés au Canada uniquement. Le stockage de renseignements PROTÉGÉS à l'extérieur du Canada est interdit. Seuls des services de stockage infonuagiques basés au Canada et autorisés spécifiquement par le Service peuvent être utilisés pour stocker des renseignements PROTÉGÉS; tous les autres services infonuagiques sont interdits.
- 5. Sur tout l'équipement de TI PROTÉGÉ, un logiciel antivirus récent doit être installé et mis à jour avec les définitions de virus les plus récentes.
- 6. Le système d'exploitation (SE) du matériel informatique utilisé pour traiter des renseignements de nature délicate doit être appuyé par le vendeur, i.e. le produit ne doit pas être arrivé en fin de vie et les mises à jour les plus récentes doivent être disponibles. Le SE et les applications installées doivent utiliser les mises à jour les plus récentes.
- 7. Chaque utilisateur autorisé qui accède à de l'équipement de TI PROTÉGÉ doit posséder son propre compte unique doté de privilèges d'utilisateur et protégé par un mot de passe robuste. Il est interdit de partager les comptes informatiques. Les comptes informatiques dotés de privilèges d'administrateur doivent servir exclusivement à des tâches d'administration des systèmes et ne doivent pas donner accès à Internet
- 8. Sur tout l'équipement de TI PROTÉGÉ, l'enregistrement d'événements de sécurité doit être activé et ces enregistrements doivent être conservés au moins un mois.
- 9. Sur tout l'équipement de TI PROTÉGÉ, un économiseur d'écran protégé par un mot de passe et réglé à 15 minutes ou moins doit être activé.
- 10. Tout l'équipement de TI PROTÉGÉ qui est branché sur Internet doit être connecté à un routeur configuré de façon sécuritaire conformément aux pratiques exemplaires de l'industrie (p. ex. pare-feu



# IT Security Requirements Technical Document / Document technique – Exigences en matière de sécurité des TI

compatible avec la traduction d'adresse de réseau [NAT], protection par un mot de passe, configuration documentée, journal de sécurité activé, tenu à jour et passé en revue et filtrage des accès).

- 11. Sur tout l'équipement de TI PROTÉGÉ, les disques durs (et tout autre support de stockage interne) contenant des renseignements PROTÉGÉS doivent être retirés et mis en lieu sûr avec l'entrepreneur avant le retrait de l'équipement des locaux de l'entrepreneur aux fins d'entretien.
- 12. S'il a été déterminé qu'un disque dur utilisé pour traiter ou stocker des renseignements PROTÉGÉS n'est plus utilisable, le disque dur doit être retiré de l'équipement hôte, puis remis au chargé de projet en vue de sa destruction.
- 13. Lorsque des appareils (disques durs et supports de stockage de données portatifs, entre autres) ne sont plus requis pour traiter ou stocker des renseignements PROTÉGÉS, les renseignements doivent être éliminés de façon sécuritaire conformément au document ITSG-06 – Effacement et déclassification des supports d'information électroniques. Les renseignements PROTÉGÉS stockés au moyen de services infonuagiques autorisés doivent aussi être éliminés lorsqu'ils ne sont plus requis.
- 14. Si les renseignements PROTÉGÉS sont affichés sur un écran d'ordinateur ou consultés en format imprimé, ils ne doivent pas être visibles par des personnes non autorisées
- 15. Tout accès à distance au système d'information de l'entrepreneur et aux renseignements PROTÉGÉS qu'il héberge, notamment toute connexion à distance aux ordinateurs et autres périphériques réseau, doit être sécurisé conformément aux pratiques exemplaires de l'industrie (p. ex. connexion chiffrée, authentification à deux facteurs, journal de sécurité, partage de tunnel désactivé, listes de contrôle d'accès, logiciel d'accès à distance standard fourni par l'entrepreneur). Toute partie recourant à l'accès à distance doit également répondre à toutes les exigences précisées dans le présent document.

De plus, en ce qui a trait aux contrats pour lesquels des exigences en matière de connectivité ont été énoncées dans la Liste de vérification des exigences relatives à la sécurité (c.-à-d. que l'on a répondu « oui » à la question 11e), les exigences en matière de sécurité des TI suivantes doivent être respectées :

- 16. Tout équipement PROTÉGÉ muni d'un accès au Système de gestion des délinquant(e)s (SGD), à ses applications auxiliaires ou au système de courriel du Service correctionnel du Canada (SCC) doit répondre aux exigences suivantes
  - a. protection du BIOS par un mot de passe;
  - b. configuration du BIOS de façon à ne permettre le démarrage qu'à partir du lecteur C:;
  - c. désactivation de toutes les fonctionnalités sans fil;
  - d. verrouillage ou arrêt du système lorsqu'il n'est pas utilisé.



# IT Security Requirements Technical Document / Document technique – Exigences en matière de sécurité des TI

- 17. Ce qui suit ne doit en aucun cas être installé ou utilisé sur tout équipement PROTÉGÉ muni d'un accès au Système de gestion des délinquant(e)s (SGD), à ses applications auxiliaires ou au système de courriel du Service correctionnel du Canada (SCC) :
  - a. outils de piratage qui pourraient contourner les contrôles de sécurité;
  - b. logiciels poste-à-poste (P2P) servant à communiquer avec d'autres systèmes par Internet;
  - logiciels client-serveur comme les serveurs Web, des serveurs mandataires ou des serveurs de fichiers, à l'exception de Citrix Receiver;
  - d. services de messagerie Web, à l'exception d'Outlook Web Access pour se connecter au SCC;
  - e. logiciels de commande à distance (excepté lorsqu'autorisé spécifiquement par le Service) ;
  - f. services infonuagiques (p. ex., Google Drive, Dropbox, Apple iCloud), excepté lorsqu'autorisé spécifiquement par le Service (voir l'exigence nº 4).

#### Sécurité ministérielle – sécurité physique et personnelle

En plus des éléments susmentionnés, la Direction de la sécurité industrielle canadienne (DSIC) procédera à des vérifications d'organisation désignée (VOD) et à des vérifications de la cote de protection des documents (CPD) afin d'assurer le respect des exigences suivantes :

- Chaque entrepreneur, agent de l'entrepreneur, sous-traitant, bénévole ou toute autre partie qui demande l'accès à des renseignements PROTÉGÉS doit détenir une COTE DE FIABILITÉ valide, octroyée par la DSIC de Travaux publics et Services gouvernementaux Canada (TPSGC), et présenter un motif légitime de consulter les informations renseignements en question (besoin de savoir).
- Lorsqu'ils ne sont pas utilisés, tous les supports de stockage de données portatifs contenant des renseignements PROTÉGÉS doivent être mis en lieu sûr dans un coffre de sécurité répondant aux normes de sécurité du gouvernement du Canada, dans une zone de travail.
- Tous les documents produits ou remplis par l'entrepreneur qui contiennent des renseignements PROTÉGÉS doivent porter la mention affichant la cote de sécurité dans le coin supérieur droit de chaque page. De plus, tous les supports de stockage amovibles, comme les clés USB et les bandes de sauvegarde, doivent porter une étiquette de la cote de sécurité des renseignements qu'ils contiennent, p. ex., PROTÉGÉ.



# **ANNEX E - Evaluation Criteria**

# 1.0 Technical Evaluation:

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

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

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

#### 1.6 Response Format

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



# MANDATORY TECHNICAL CRITERIA – 21401-24-2664636

# 1. The Firm

No.	Mandatory Technical Criteria	Bidder Response	Met/Not Met
M1	The firm must be a registered business in good standing authorized to do business in the province of Ontario.	Provide business number	
M2	Must have a minimum of two (2) years, in the last five (5) years, in the operation of the services set out in the Scope of Work.	<ul> <li>The Bidder shall include, as a minimum, for each project submitted:</li> <li>1. project title and description</li> <li>2. the name of the client</li> <li>3. details about work performed by the contractor</li> <li>4. a contact person of reference that can verify the work</li> </ul>	

# 2 The Proposed Personnel:

No.	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
МЗ	The proposed personnel who will be providing the diagnostic services must be a qualified radiologist with the Colleges of Physicians and Surgeons of Ontario (CPSO) with no restrictions to practice; and in good standings with the governing association.	Bidders must provide proof of educational qualifications and an up-to- date and in good standings registration with the governing association.	
M4	The proposed radiologists proposed must possess two (2) years experience, in the last five (5) years, in providing radiology diagnostic services.	<ul> <li>The Bidder shall include, as a minimum, for each project submitted:</li> <li>1. project title and description</li> <li>2. the name of the client details about work performed by the contractor</li> <li>3. a contact person of reference that can verify the work</li> </ul>	



#### **ANNEX F - Insurance Requirements**

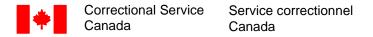
#### 1. Commercial General Liability Insurance:

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
  - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Correctional Service of Canada.
  - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - I) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

#### 2. Litigation Rights:

2.1 Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:



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

For other provinces and territories, send to:

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

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

#### 3. Professional Liability Insurance:

- 3.1 The Contractor must obtain Professional Liability Insurance in an amount of \$5,000,000.00, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per loss.
- 3.2 Coverage is for what is standard in a Professional Liability policy and must be for claims arising out of the rendering or failure to render psychological services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
- 3.3 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3.4 Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.