



RETURN BIDS TO :

Bid Receiving:

Correctional Service of Canada
Material Management Division
250, Montée St-François
Laval (Quebec) H7C 1S5
Telephone : (450) 661-9550, ext. 3223-3210

E-MAIL :

GEN-QUE307Soumissions@CSC-SCC.GC.CA
(10MB maximum per e-mail)

FACSIMILE :

450-664-6615 - Bids Office

REQUEST FOR PROPOSAL

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.

Comments :

“THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT”

Vendor/Firm Name and Address:

Telephone # :

Fax # :

Email :

GST # or SIN or P.B.N. :

Title: Pharmacy Services	
Solicitation No. : 21301-19-2842947/B	Date : September 20 th , 2018
Client Reference No. : 21301-19-2842947/B	
GETS Reference No. : PW-18-00843807	
Solicitation Closes : at : 14H00 EDT on : October 3 th , 2018	
F.O.B. : Plant : Destination : X Other :	
Address Enquiries to : Gabrielle St-Hilaire Castonguay Acting Contracting and Procurement Regional Officer Gabrielle.St-Hilaire.Castonguay@csc-scc.gc.ca	
Telephone No. : (450) 661-9550, ext. 3302	Fax No. : (450) 664-6626
Destination of Goods, Services and Construction: Correctional Service of Canada Port-Cartier Institution 1, Chemin de l'Aéroport, C.P. 7070 Port-Cartier (Quebec) G5B 2W2	
Instructions: See Herein	
Delivery Required: See herein	Delivery Offered : See herein
Name and title of person authorized to sign on behalf of Vendor/Firm	

Name	Title

Signature	Date

(Sign and return cover page with bid proposal)	



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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 (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

2. Statement of Work

The work to be performed is detailed under Annex A.

3. Revision of Departmental Name

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

4. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (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 boa-opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) 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 (2018-05-22) 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 and 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.

The following information must be written on the bid envelope :

- Bid number;
- Name of the Contracting and Procurement Regional Officer;
- Closing Date.

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all 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 [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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



4. Enquiries – Bid Solicitation

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

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

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 Quebec.

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: **two (2) 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 [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 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 Canadian funds and in accordance with the pricing schedule detailed in **Annex B - Proposed Basis of Payment**. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.

The rates specified in the financial proposal, when quoted by the Bidder, must include provision of all of the services described in Annex A - Statement of Work, including the total estimated cost of all travel and living expenses that may need to be incurred for:



- a. work described in Annex A, Statement of Work, of the bid solicitation required to be performed at the Institution indicated under 3. Objective.
- b. travel between the successful bidder's place of business and the Institution; and
- c. the relocation of resources to satisfy the terms of any resulting contract.

These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The rates specified in the financial proposal, when quoted by the bidder, must not include the cost of the supplies and equipment required to provide dental services to CSC inmates (see Annex A, statement of work, article 15. Support to Contractor).

When preparing their financial bid, bidders should review clause 1.2, Financial Evaluation, of Part 4.

The Bidder's all-inclusive hourly rates in response to the Request for Proposal and resulting contract(s) will apply to where the Work is to be performed as specified in the Request for Proposal and the resulting contract(s).

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

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

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

2. Basis of Selection

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 per institution will be recommended for award of a contract.

Please note that, for the purposes of the evaluation, the total of the bid price will be calculated by adding the fixed hourly rate for the term of the contract and the option years.

In the event of a tie, the bidder with the most experience as a pharmacist in Quebec (according to the curriculum vitae) will be awarded the contract.

Note that the contract's award is subject to compliance with the budget ceiling established for this contract.



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. 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.

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/ci-if/declaration-eng.html>). Bidders must submit this form to Correctional Service of Canada with their bid.



1.2 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 ten (10) working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the bid.

1.3 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 (http://www.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 "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

1.4 Status and Availability of Resources

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



sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

1.5 Language Requirements – Bilingual

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 both languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

1.6 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.

1.7 Rate Certification

The Bidder certifies that the rate proposed:

- a. is not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the service;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity, and
- c. does not include any provision for discounts to selling agents.

1.8 Licensing Certification

The Contractor must hold a current license in good standing with the provincial licensing body for pharmacist in the Province of Quebec for the duration of the contract and the option years. The Contractor must provide a copy of the license(s) to the Contracting Authority when requested to do so.

1.9 Certification:

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



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.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER : PWGSC FILE # 21301-19-2842947

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

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 [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) 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 (2018-06-21), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

3.2 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. The name, qualifications and experience of the proposed replacement; and
 - b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not 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 November 1st, 2018 to October 31st, 2019 inclusively**.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two (2) additional twelve (12)-months periods** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.



5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Gabrielle St-Hilaire Castonguay
Title: Acting Contracting and Procurement Regional Officer
Correctional Service Canada
Branch/Directorate: Material Management Division
Telephone: (450) 661-9550, ext. 3302
Facsimile: (450) 664-6626
E-mail address: Gabrielle.St-Hilaire.Castonguay@csc-scc.gc.ca

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

5.2 Project Authority *(will be completed at the contract's award)*

The Project Authority for the Contract is:

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

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 *(to complete)*

The Authorized Contractor's Representative for the contract is:

Name: _____
Title: _____
Company: _____
Address: _____

Telephone: _____ - _____
Facsimile: _____ - _____
E-mail address: _____



6. Payment *(will be completed at the contract's award)*

6.1 Basis of Payment

For the Work described in Annex A :

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____. (Applicable Taxes are extra).

6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Applicable Taxes are extra.
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 % committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 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:

- 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.

6.6 Direct deposit request

All new suppliers have to sign up for Direct Deposit to receive their payment. All « **IFMMS Supplier Record Requests / Revisions** » CSC / SCC 1400-03 (R-2014-06) form, must be sent to GEN-QUE307Fournisseurs@CSC-SCC.GC.CA.

7. Invoicing Instructions

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

Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

Invoices must show:

- a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- c. deduction for holdback, if applicable;
- d. the extension of the totals, if applicable; and
- e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

Invoices must be distributed as follows :

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.



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 Quebec.

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 General Conditions 2010B (2018-06-21) General Conditions – Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex E, Insurance Requirements;
- (g) Annex F, National Essential Health Services Framework;
- (h) the Contractor's bid dated _____ *(to be inserted at contract award)*

11. Termination on Thirty Days' Notice

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.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

12. Insurance – Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed



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

13. Ownership Control

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

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (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

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.

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

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.

Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

All costs related to such testing will be at the sole expense of the Contractor.

16. Compliance with CSC Policies

The Contractor agrees that its officers, employees, 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.



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.

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

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.

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.

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.

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:

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;

During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;

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

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

21. Privacy

The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

22. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

23. 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

1. Introduction:

- 1.1 The Correctional Service of Canada (CSC) require the services of a pharmacist and a pharmacy technical assistant to provide pharmacy services at Port-Cartier Institution, in accordance with the relevant Acts and standards governing the practice of pharmacy services in the province of Quebec. The Contractor will provide pharmacy services to inmates and collaborate with the institution's multi-disciplinary health services team that includes, but is not limited to, nurses, physicians, psychologists, dietitians and other allied healthcare professionals.
- 1.2 The Port-Cartier Institution is a maximal security Institution and located at 1, Chemin de l'Aéroport, Port-Cartier (Quebec) G5B 2W2. The population is approximatively two-thousand-twenty-four (224) inmates.

2. Background:

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

3. Objective:

- 3.1 Provide and coordinate pharmacy services to inmates at Port-Cartier Institution, located at 1, Chemin de l'Aéroport, Port-Cartier, Quebec, G5B 2W2.

4. Performance standards:

- 4.1 The Contractor must also take into account gender, cultural, religious and linguistic differences and be responsive to the special needs of Aboriginal People.
- 4.2 The Contractor must provide all services in compliance with the ethical and professional practice standards of the provincial organism that govern the practice of pharmacist.

4.3 Compliance with provincial/national guidelines

The Contractor must provide pharmacist and pharmacy technical assistance services in accordance with federal and provincial laws and standards, provincial and national guidelines, CSC Standards of Practice and guidelines and policies, and the National Essential Health Services Framework issued by CSC.

The Contractor is expected to consult with the Chief, Physical Health Services to ensure that pharmacy services are consistent with the relevant and most current legislation and practice standards and policies.

4.4 The following is a list of key relevant legislation and CSC Policy/Guidelines but should not be considered an exhaustive list. CSC's policies and guidelines can be found on the CSC internet website at www.CSC-SCC.GC.ca or available in hard copy (on demand).

- Corrections and Conditional Release Act - Section 85 Health Care
- Commissioner's Directive 800, Health Services
- Guidelines 800-1 Hunger Strike: Managing an Inmate's Health
- National Essential Health Services Framework
- Emergency Medical Directives
- Specific Guidelines for the Treatment of Opiate Dependence (Methadone/Suboxone®)
- Hospice Palliative Care Guidelines for Correctional Service Canada
- CSC National Formulary
- Clozapine Protocol
- Medication Reconciliation Guidelines
- Neurontin (Gabapentin) Protocol
- Procedures to Obtain Nutritional Supplements
- Managing Medication Events Guidelines
- Documentation for Health Services Professionals
- Abbreviations for Health Services
- Guidelines for Sharing Personal Health Information
- Tuberculosis Prevention and Control Guidelines for Federal Correctional Institutions
- Canadian Tuberculosis Standards (6th Edition)
- Management of Viral Hepatitis Guidelines
- CSC Sexually Transmitted Infections Clinical Practice Guidelines
- Health Canada – Canadian Guidelines on Sexually Transmitted Infections
- Discharge Planning Guidelines: A Client Centred Approach
- Clinical Discharge Planning and Community Integration Service Guidelines
- Accreditation Standards and Required Organization Practices
- Medication Distribution and Administration Guidelines
- National Guidelines for Gastroenteritis Outbreaks Compatible with Norovirus
- CSC National Guidelines for the Immunization of Inmates

4.5 Documentation on CSC's Health Care Records:

- a) The Contractor must document all consultations in the Inmates Health Care Records (paper and/or electronic) in compliance with relevant legislation, professional and CSC's standards of practice.
- b) As an accountability and quality assurance measure, the Chief, Physical Health Services will periodically review the Contractor's documentation for quality, consistency and completeness.

- c) All of the inmates' health care records, including all protected information, must remain at the correctional Institution.
- d) The Contractor can't collect data on inmates, unless special authorization.

5. Tasks:

5.1 The Contractor must provide pharmacy services to inmates, as requested by the Chief, Physical Health Services, in accordance with the National Essential Health Services Framework, including any amendment to this Framework issued by CSC during the contract period and any optional period if and when exercised by CSC.

These services include, but are not limited to the following:

- Verify and ensure that the procedures in the Institution comply with laws and standards governing the practice of pharmacy in Quebec;
- Ensure the survey and preparation of the prescriptions from the doctor, dentist and other health professionals;
- Ensure compliance with the provincial formulary (RAMQ) during the preparation of the orders (use generic required or requested when available);
- Ensure compliance with the CSC National Drug Formulary (on request);
- Ensure the preparation and availability of drugs covered by collective orders and the preparation of suboxone doses;
- Notify the Chief, Physical Health Services of needs of medicines and/or supplies necessary for the preparation of prescriptions;
- Order medication from the CSC authorized supplier;
- Destroy certain drugs in accordance with the provisions of the Law on Food and Drugs ; http://www.hc-sc.gc.ca/fn-an/legislation/acts-lois/act-loi_reg-fra.php
- Act as a consultant with the direction and staff of health services regarding pharmaceutical issues;
- Work closely with other members of health centres;
- Be available to provide pharmaceutical information outside the hours of attendance in the institution, as needed (up to 3 hours per year, the minimum charge time is 15 minutes);
- Cover medical clinics and prepare the distribution to customers according to institutional policies;
- Ensure that the distribution and registration of drugs were recorded by nurses into the pharmacological profile of patients;
- The pharmacist is responsible for assigning tasks to the pharmacy technical assistant; (the technical assistant is under the supervision of the pharmacist). The pharmacist will ensure that the technical assistant has the necessary capacity to perform this task which include, but is not limited to: pill and pharmaceutical compounding preparation, medication orders, drug inventory and the verification of medication expiration dates;

- Every two (2) months, the pharmacy technical assistant will be tasked to verify every drug storage site according to the Regional Pharmacy/ Institutional Medication Storage Areas Self-Audit Process that can be consulted at : http://thehub/En/about-csc/sectors/health-services/pharmacy/Documents/Guidelines_msaprocess_Apr14_e.pdf.

5.2 Continuity of services

The Contractor must provide a backup resource to ensure continuity of services if the Contractor is unable to provide pharmacists and pharmacy technical assistant services in person due to, but not limited to, vacation or prolonged illness (illness of more than five (5) days). The backup resource must be approved by the Chief, Physical Health Services and be in place prior to the Contractor's absence. Any backup resource must have the qualifications and experience needed to meet the criteria used to select the Contractor and must be approved by CSC. The backup resource must also possess a valid security clearance in accordance with the contract's security requirements.

5.3 Workplace

The Contractor shall provide pharmacist and pharmacy technical assistant services at Port-Cartier Institution, which is listed in Section 3 – Objectif.

6. Grievance and Investigation Processes:

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

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

The Contractor must have knowledge of CSC's Accreditation Standards, Required Organizational Practices and other CSC quality improvement/assurance initiatives and may have to comment on them.

8. Licensure and Notification Requirements:

The Contractor must hold a current license in good standing with the provincial licensing body for pharmacist in the province of Quebec for the duration of the contract.

The Contractor must notify the Chief, Physical Health Services of any issues that may call into question the Contractor's competency and any restrictions imposed by the licensing body affecting the Contractor's ability to provide medical services to inmates.

The Contractor must notify the Chief, Physical Health Services immediately of any complaints lodged against him.

9. Security:

All equipment or articles, including communication devices, the Contractor wishes to bring into the Institution must be approved by the Chief, Physical Health Services and CSC Security in advance.

Prohibited items: The Contractor shall ensure that all resources (including the Contractor and any backups) directly or indirectly providing services under this contract are familiar with Corrections

and Conditional Release Regulations, Section 3, as well as Commissioner's Directive's 060 – Code of Discipline.

The Contractor and any backup resources provided by the Contractor must not enter into any personal or work relationship with an offender. The Contractor and or any backup resources provided by the Contractor must not give or receive any items to/from an offender. Such items may include, but are not restricted to the following: cigarettes, toiletry items, hobby items, drugs, alcohol, letters to or from offenders, money, weapons or items which could be used as weapons. Any person(s) found responsible for providing prohibited objects and/or contraband materials to offenders will be subject to immediate removal from the Institution or the Community Site and/or possible criminal charges. Such violations may lead to Canada terminating the Contract for default pursuant to the default provisions of the Contract.

As a visitor to a CSC correctional institution, the Contractor will be subject to local security requirements that can vary depending on inmate activities. The Contractor may be faced with delay or refusal of entry to certain areas at certain times although prior arrangements for access have been made.

10. Language of work:

Services must be provided according to the official language chosen by the inmate, either French or English.

11. Deliverables:

The Contractor shall provide to Port-Cartier Institution:

- The services of a pharmacist for twenty-five (25) hours per week, up to a maximum of 1,300 hours per year.
- The services of a pharmacy technical assistant for thirty (30) hours per week, up to a maximum of 1,560 hours per year.

Upon request, the Contractor should provide statistics (by computer: Word or Excel) on the medication used by inmates. These services can be requested up to ten (10) times per year.

Two (2) times per year, a complete inventory should be made and delivered electronically: Word or Excel to Chief, Physical Health Services, at his request.

For each prescription, entries must be made in the computer system of CSC.

At each occurrence, provide a report of hours worked by the pharmacist and the pharmacy technical assistant on the form provided for this purpose.

12. Schedule

The schedule of services is based on medical clinics, from Monday through Friday, between 8:00 a.m and 6:00 p.m., depending on the needs of CSC. *(to be determined upon award of the contract).*

Schedule change

If the clinic schedule is postponed, the CSC will give the Contractor a notice of five (5) working days. It is understood that for this requirement, the Contractor will not charge any fees to CSC.

Cancellation

If any working schedules should be cancelled, CSC will provide the Contractor a notice of two (2) working days. It is understood that for this requirement, the Contractor will not charge any fees to CSC.

13. Meetings:

At the request of the Chief, Physical Health Services, the Contractor must attend multidisciplinary Health Services meetings (maximum of fourteen (14) hours per year). The Contractor may bill time spent attending meetings at 65% of the firm hourly rate.

14. Constraints:

Working within a correctional institutional environment:

- a) Comply with CSC and institutional safety guidelines

Confidentiality

In accordance with the confidentiality provisions of the contract, the Contractor must not have contact with the media with regards to the health services provided to CSC. The Contractor must advise the Chief, Physical Health Services immediately if he/she has been contacted by the media concerning health services provided to CSC. The Contractor shall not disclose, at any time, any confidential information about the inmate's identity.

15. Support to the Contractor:

CSC will provide the supplies, and equipment required to provide pharmacy services to inmates.

ANNEX B – Proposed Basis of Payment

1. Contract Period (November 1st, 2018 to October 31st, 2019)

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

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described will be consistent with this data.

1.1 Professional Fees

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

RESOURCE CATEGORY	QUOTE ALL-INCLUSIVE HOURLY RATE A	ESTIMATED LEVEL OF EFFORT (hours) B	TOTAL (in CDN \$) A x B = C C
Pharmacist	_____ \$	Up to a maximum of 1 300 hours of services/ year. <i>Maximum of 25 hours of services per week.</i>	_____ \$
Pharmacy Technical Assistant	_____ \$	Up to a maximum of 1 560 hours of services/ year. <i>Maximum of 30 hours of services per week.</i>	_____ \$
Meetings	65% of the all-inclusive hourly rate.	Up to a maximum of 14 hours/ year.	_____ \$
<i>Total :</i>			_____ \$

* The estimated level of effort is for evaluation purposes only.

Note : Hourly rate are firm rates and include all other expenses related to the provision of services. No travel and living expenses will be paid.

Only services rendered will be paid.

2. 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, 4.2 Options to Extend Contract, the Contractor shall be paid the firm all inclusive hourly rate(s), in accordance with the following table, GST or HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

2.1 Professional Fees, Optional Period 1 (from November 1st, 2019 to October 31st, 2020)

RESOURCE CATEGORY	QUOTE ALL-INCLUSIVE HOURLY RATE A	ESTIMATED LEVEL OF EFFORT (hours) B	TOTAL (in CDN \$) A x B = C C
Pharmacist	_____ \$	Up to a maximum of 1 300 hours of services/ year. <i>Maximum of 25 hours of services per week.</i>	_____ \$
Pharmacy Technician	_____ \$	Up to a maximum of 1 560 hours of services/ year. <i>Maximum of 30 hours of services per week.</i>	_____ \$
Meetings	65% of the all-inclusive hourly rate.	Up to a maximum of 14 hours/ year.	_____ \$
<i>Total :</i>			_____ \$

* The estimated level of effort is for evaluation purposes only.

Note : Hourly rate are firm rates and include all other expenses related to the provision of services. No travel and living expenses will be paid.

Only services rendered will be paid.

2.2 Professional Fees, Optional Period 2 (from November 1st, 2020 to October 31st, 2021)

RESOURCE CATEGORY	QUOTE ALL-INCLUSIVE HOURLY RATE A	ESTIMATED LEVEL OF EFFORT (hours) B	TOTAL (in CDN \$) A x B = C C
Pharmacist	_____ \$	Up to a maximum of 1 300 hours of services/ year. <i>Maximum of 25 hours of services per week.</i>	_____ \$
Pharmacy Technician	_____ \$	Up to a maximum of 1 560 hours of services/ year. <i>Maximum of 30 hours of services per week.</i>	_____ \$
Meetings	65% of the all-inclusive hourly rate.	Up to a maximum of 14 hours / year.	_____ \$
<i>Total:</i>			_____ \$

* The estimated level of effort is for evaluation purposes only.

Note : Hourly rate are firm rates and include all other expenses related to the provision of services. No travel and living expenses will be paid.

Only services rendered will be paid.

3. Cost Reimbursable Expenses

3.1 Canada will not accept any travel and living expenses for:

- (a) Work performed at the Institution indicated under Annex A, Statement of Work, 3. Objective;
- (b) Any travel between the Contractor's place of business and the Institution; and
- (c) Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all-inclusive hourly rates specified in this annex.

4. HST or GST

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

Annex C – Security Requirement Check List



Contract Number / Numéro du contrat 21301-19-2842947
Security Classification / Classification de sécurité

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 Service Correctionnel du Canada	2. Branch or Directorate / Direction générale ou Direction Service de Santé	
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 Fournir un service de pharmacie ainsi que de préparation et distribution de méthadone à la population du pénitencier de Port-Cartier		
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 require access to PROTECTED and/or CLASSIFIED information or assets? 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 (p. ex. 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"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" 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 RESTREINTE <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 / 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"/>

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Security Classification / Classification de sécurité





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HSEX-QUE3000

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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 : No / Non Yes / 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 : _____
 No / Non Yes / Oui

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

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? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / 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? No / Non Yes / 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? No / Non Yes / 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 serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / 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? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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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	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI / IT Link / Lien électronique																

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 » au haut et au bas du formulaire.

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

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



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) France Duquet		Title - Titre Chef service santé	Signature
Telephone No. - N° de téléphone 418-766-7070 #2823	Facsimile No. - N° de télécopieur 418-766-2585	E-mail address - Adresse courriel france.duquet@csc-scc.gc.ca	Date 2018-03-07
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Hanon Paulin		Title - Titre ARAC	Signature
Telephone No. - N° de téléphone 450-664-6617	Facsimile No. - N° de télécopieur 450-664-6626	E-mail address - Adresse courriel Hanon.Paulin@csc-scc.gc.ca	Date 2018-07-13
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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Canada



Annex D – Evaluation Criteria

1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

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

1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.

1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.

1.5 References must be provided for each project/employment experience.

- I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
- 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.



2.0 Mandatory Technical Criteria

All proposed resources must meet the mandatory requirements below.

a) Pharmacist

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met / Not Met
M1	<p>The proposed resource must :</p> <ul style="list-style-type: none"> ▪ Posses a degree from a Canadian University recognized Faculty of Pharmacy. <p><i>(provide a copy of the diploma with the bid submission)</i></p>		
M2	<p>The proposed resource must :</p> <ul style="list-style-type: none"> ▪ Be a member of the Quebec Order of Pharmacist and hold a current license. <p><i>(provide evidence with on bid submission)</i></p>		
M3	<p>The proposed resource must :</p> <ul style="list-style-type: none"> ▪ Have a two (2) years experience as a pharmacist in the Province of Quebec within the last five (5) years. ▪ Be able to work on a computer system pharmacy. ▪ Have knowledge which relates to the physical and mental interactions, i.e : use of psychiatric drugs and methadone, etc. <p><i>(provide CV on bid submission)</i></p> <p>Bidders should include at least the following details:</p> <ol style="list-style-type: none"> 1. Where (name and address of the client); 2. When (start date and end of term); 3. How (details concerning the work of the proposed mandate for the 		



#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met / Not Met
	resource) <u>every experiences and knowledge mentioned</u> has been gained.		

b) Pharmacy Technician

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met / Not Met
M4	Bidders should provide the services of a pharmacy technician who will have a minimum of six (6) months experience within the last three (3) years <i>(provide CV on bid submission)</i>		

2.1 Additional requirements

The Contractor shall :

- a) Provide a copy of their membership card of the Order of Pharmacist of Quebec to the Chief of Physical Health Services once a year upon renewal.
- b) Provide a copy of the civil and professional liability insurance for the pharmacist as required in this contract to the Contracting Authority once a year, upon renewal.



ANNEX E - Insurance Requirements

1. Commercial General Liability Insurance:

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.

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.
- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

2. 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

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

3. Medical Malpractice Liability Insurance:

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.

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.

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.

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



ANNEX F – National Essential Health Services Framework

*Please see attached PDF document
“National Essential Health Services Framework”*



ANNEX G – Request to Access a Federal Institution

*Please see attached PDF document
“Request to Access a Federal Institution”*