

RETURN BIDS TO : Bid Receiving:

Correctional Service of Canada **Material Resources 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 email)

(Tome maximum per emai

FACSIMILE : 450-664-6615 - Bids Office

REQUEST FOR QUOTATION

Quotation 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"

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

Telephone n° :

Fax n° :

Email: ____

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

Title : Microbiologist Services	
Solicitation N° : 21301-20-31850	D24 Date: May 7 th , 2019
Client Reference N°:	
21301-20-3185024	
GETS Reference N°:	
PW-19-00874160	
Solicitation Closes:	
At: 14 :00 EST	
On: May 31 st , 2019	
F.O.B. :	
Plant: Destination: >	C Other:
Address Enquiries to:	
Gabrielle St-Hilaire Castonguay Acting Contracting and Procur Gabrielle.St-Hilaire.Castonguay@	
Telephone N°:	Fax N°:
(450) 661-9550, ext. 3916	(450) 664-6626
Destination of Goods, Services	and Construction:
Various institutions, see herein.	
Instructions: See Herein	
Delivery Required: See herein	Delivery Offered: See herein
Name and title of person autho Vendor/Firm	rized to sign on behalf of
Name T	itle
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 (<u>http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html</u>) website.

2. Statement of Work

The Work to be performed is detail under Annex A – Statement of Work.

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 <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 (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

Bids will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the bid solicitation.

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.

When hand-delivered, the following information must appear 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;



Correctional Service Service correctionnel Canada Canada

- 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</u> <u>Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation</u> <u>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.

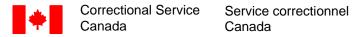
By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice</u>: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

- 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 three (3) 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 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 × 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</u> on <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 (216 × 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 rates specified in the financial proposal, when quoted by the Bidder, <u>must include</u> provision of all 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 institutions 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, <u>must not include</u> the cost of the supplies and equipment required to provide health services to CSC inmates (see article 14. Support to Contractor of Annex A – Statement of Work).

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 Quotation and resulting contract(s) will apply where the Work will be performed, as specified in the Request for Quotation and any resulting contract(s).

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

1.2.1 The price of the bid will be evaluated in Canadian dollars.

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.**

In the event of an error in the multiplication or addition of prices, the unit price will be preponderant.

2. Basis of Selection

A bid must comply with the requirements of the Request for Quotation and meet all mandatory technical evaluation criteria to be declared responsive.

The Bidder that can support the clientele suffering from HIV and viral hepatitis will be prioritized for the award of the Contract, since he can meet the majority of clientele. If no applicant can support both clienteles, the responsive bid with the lowest price per clientele, per institution, will be retained for the award of the Contract.

Please note that, for the purpose of the evaluation, the total bid price will be calculated by adding the fixed all-inclusive hourly rates for the term of the contract and the option year.

In the event of a tie regarding the lowest total bid price between bidders, the Contract will be awarded to the bidder with the most experience with a clientele suffering from viral hepatitis or HIV in Canada (according to the curriculum vitae).

Bidder can bid for one Institution or more, according to his ability to serve the designated areas.

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/ciif/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_cont ractor_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.

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 name 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 purpose 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 official 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 to anyone else, including the Bidder's most favoured customer, for the like quality and quantity of 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 from the Collège des médecins du Québec for the duration of the Contract and the option year. The Contractor must provide a copy of the licensure certificate(s) to the Contracting Authority at the request of the Contracting Authority.

The Contractor must provide a copy of this licensure certificate to the Contracting Authority annually for the duration of the contract and the option year, and when requested to do so.

1.9 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.

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 of 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 # 21301-20-3185024

- 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).
- 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 C;
 - b) Industrial Security Manual (Latest Edition).

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

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 and employees of the Contractor/Offeror.

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 bode 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 (2018-06-21), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

3.2 Supplemental General Conditions

The 4008 (2008-12-12), Supplemental General Conditions – Personal Information clause, apply to and form part of the Contract.

3.3 Replacement of Specific Individuals

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.

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.

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 the award until April 30th, 2020 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 **one (1) additional twelve (12)-months 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 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 Directorate Telephone: (450) 661-9550, ext. 3916 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 upon 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 is:

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

6. Payment

6.1 Basis of Payment

Payment will be made in accordance with Annex B, Basis of Payment.

6.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____.

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.

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 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Canada 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 delivered 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 <u>GEN-QUE307Fournisseurs@CSC-SCC.GC.CA</u>.

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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract.

Invoices must be distributed as follows :

a. The original and one (1) copy must be forwarded to the Institution's Project Authority, identified at article 5.2 Project Authority.

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 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 Supplemental General Conditions 4008 (2008-12-12), Personal Information
- (c) the General Conditions 2010B (2018-06-21), 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 E, Insurance Requirements;
- (h) Annex G, National Essential Health Services Framework;
- (i) the Contractor's bid dated _____ (will be completed upon the Contract's 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. 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, 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.

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.

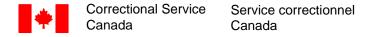
Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

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 <u>boa-opo@boa-opo.gc.ca</u>.

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 <u>or</u> the contractor <u>or</u> 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 <u>boa-opo@boa-opo.gc.ca</u>.

21. Proactive Disclosure of Contracts with Former Public Servants

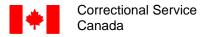
By providing information on its status, with respect to being a former public servant in receipt of a <u>*Public Service Superannuation Act*</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports,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



Service correctionnel 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

1. Introduction

1.1 Correctional Service Canada (CSC) Health Services requires the services of a doctor specializing in the treatment of viral hepatitis and / or HIV for Donnacona Institution, Joliette Institution, Cowansville Institution and La Macaza Institution in the Quebec Region. The contractor (medical specialist) must provide clinical care to offenders and collaborate with the institution's multidisciplinary health services team, which includes, but is not limited to, general practitioners, nurses, psychologists, social workers, occupational therapists and other related health care professionals.

2. Contexte

- 2.1 The Corrections and Conditional Release Act (CCRA) requires CSC to provide all offenders with essential health care and, where possible, access to non-essential mental health care.
- 2.2 The 800 series Commissioner's Directives (on Clinical Services, Mental Health Services and Public Health Services) are indispensable reference documents for essential health services.
- 2.3 The mission of Health Services is to provide offenders with efficient and effective health services that promote individual responsibility, promote healthy reintegration and contribute to safe communities.
- 2.4 As part of its transformation agenda, CSC recognizes that health professionals and offenders have a shared responsibility for health outcomes. Offenders must take proactive measures to care for and maintain their health.
- 2.5 In institutions, offender health services are provided in institutional ambulatory care centers, regional hospitals, regional treatment centers and regional psychiatric centers. Incarcerated offenders may also have to travel to the community for emergency or specialized care services or for hospitalization if CSC regional hospitals are unable to meet these needs. At CSC, health care is provided by a variety of regulated and unregulated health professionals.
- 2.6 In general, health care includes medical, dental, mental health and public health services. While incarcerated, offenders are provided with a range of coordinated health services that are accessible, affordable and responsive to the correctional environment.

3. Goal

- 3.1 Provide, as a specialist in the treatment of viral hepatitis and / or HIV, essential care services for offenders at the following facilities:
 - Donnacona Institution located at 1537 Route 138, Donnacona, Quebec, G3M 1C9;
 - Joliette Institution located at 400 Marsolais Street, Joliette, Quebec, J6E 8V4;
 - Cowansville Institution located at 400 Fordyce Avenue, Cowansville, Quebec, J2K 3N7;
 - La Macaza Institution located at 321, chemin de l'aéroport, La Macaza, Quebec, J0T 1R0



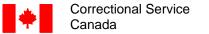
4. Performance standards

- 4.1 The entrepreneur must take into account gender differences as well as cultural, religious and linguistic differences and needs specific to women and Aboriginal peoples.
- 4.2 The Contractor must provide services that meet the standards of practice and ethics established by the provincial organism governing physicians and surgeons and by the Collège des médecins du Québec and the Quebec Federation of Medical Specialists.
- 4.3 Compliance with provincial and national guidelines

The Contractor must provide all services in accordance with federal and provincial laws and standards, provincial and national guidelines, CSC Standards of Practice and guidelines and policies, as well as the National Framework for Essential Health Services established by the Correctional Service of Canada.

The Contractor must consult with the Chief of Physical Health Services to ensure that medical practices comply with the latest applicable laws, standards of practice and applicable policies.

- 4.4 The following is a non-exhaustive list of applicable legislation and relevant CSC policies and guidelines. CSC's policies and guidelines can be found on CSC's web page at <u>www.csc-scc.gc.ca</u>. They are also available in paper version (on request).
 - Corrections and Conditional Release Act, section 85 Health Services;
 - Corrections and Conditional Release Regulations, section 3;
 - Commissioner's Directive 800 Health Services;
 - National Framework for Essential Health Services;
 - Emergency Medical Guidelines;
 - CSC's National Drug Formulary and the procedures pertaining to Exception Request Forms;
 - RAMQ procedures regarding the conformity of prescriptions for exceptional drugs of infectious treatment upon the release of prisoners;
 - Documentation procedures for Health Services professionals;
 - Hepatitis C Guidelines; Quick Reference Guide on the Treatment of Hepatitis C;
 - Guidelines on the Disclosure of Personal Health Information;
 - Guidelines for Continuity of Care Planning After Transfer or Offender Release: Client Focused Approach;
 - Guidelines on Clinical Planning for Discharge and Community Living;
 - Guidelines on Palliative Care in the Correctional Service of Canada;
 - Clinical Reference Guide for the Management of Pre-Exposure Prophylaxis;
 - National Guidelines for the Immunization of Prisoners;
 - Guidelines on sexually transmitted infections.
- 4.5 Recording of Information in CSC Health Care Records
 - a) The Contractor must record information on all health care provided in the offender's electronic and / or paper health record in accordance with applicable legislation, relevant standards of professional practice and Documentation Procedures for CSC Health Services Professionals.
 - b) As an accountability and quality assurance measure, the Chief of Physical Health Services will periodically review the information recorded by the Contractor to verify compliance with the terms of the contract, consistency and completeness.



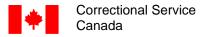
- c) All offender health records and protected information or sensitive information held by CSC must be kept at the institution or at the community sites.
- d) The Contractor must obtain prior written approval from the Chief of Physical Health Services before collecting data on the inmates. The contractor must specify what data will be collected and for what purpose. All data collected, in electronic or other format, must be kept at the institution.

5. Tasks

- 5.1 The Contractor must provide essential infectious disease and infectious disease treatment services at the request of the Chief of Physical Health Services and in accordance with the National Framework for Essential Health Care, and any changes to this framework issued by CSC during the contract period and any elective period exercised by Canada.
- 5.2 The Contractor, with a minimum of two years experience in the care of patients with HIV infection and viral hepatitis, will provide medical services to the clientele in question. The Contractor must be able to provide full support for assessment, prescribing, treatment monitoring and release planning.

These services include, among others, the following tasks:

- a) Evaluate patients with infectious disease;
- b) Prescribing diagnostic tests necessary for treatment (blood tests, ultrasound, fibroscan, etc.) and necessary treatments (HCV therapy, HIV therapy, etc.);
- c) To carry out the appropriate examinations on the condition of the inmate;
- d) Study the results of diagnostic tests and make the necessary medical recommendations;
- e) Monitor prisoners with viral hepatitis and / or HIV;
- f) Make the required references to other specialties if necessary;
- g) Refer offenders, upon their release, to the appropriate community resources and plan to monitor the medication with the RAMQ;
- h) Provide telephone support if urgent (eg, treatment adjustment due to significant side effects) within 48hrs after treatment application;
- Provide a telephone number where CSC health services staff can reach them in case of emergency;
- j) Establish a visit schedule based on the needs of the institution's clientele with the Chief, Physical Health Services at the requesting institution;
- Provide a detailed invoice to the Chief, Physical Health Services after each clinic, including the complete names of the patients encountered, the number of hours per clinic, the total price, and the full address of the institution;
- I) Attend, on request, training and / or meetings related to infectious diseases organized by CSC.



5.3 Continuity of services

The Contractor must employ a replacement to ensure continuity of services in the event that the Contractor can not provide the services itself due to, among other things, vacation or prolonged illness (over five days). The replacement must be approved by the Chief of Physical Health Services and be in office prior to the absence of the contractor. All Alternates must have the qualifications and experience required to meet the Contractor's selection criteria and must be approved by CSC. The replacement must also have a valid security clearance in accordance with the security requirements of the contract.

The Chief of Physical Health Services may, at his sole discretion, accept the substitute or cancel the clinics.

5.4 Workplace

The Contractor must provide infectious disease and infectious disease services on-site to Offenders at the Donnacona Institution, Joliette Institution, the Cowansville Institution and La Macaza Institution, which are included in the section 3. Objective.

6. CSC Investigation and Resolution Process, Review Committees and Investigative Committees

- 6.1 The Contractor must participate in various internal inmate investigation and grievance processes that may include a review of the Contractor's recorded information in the health care records. At the request of the Institutional Head of Physical Health Services, the Contractor may be required to undergo interviews as part of the offender's investigation or grievance process.
- 6.2 At the request of the Institutional Head of Physical Health Services, the Contractor must participate in CSC's Provincial Review Committees and Investigative Committees.

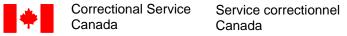
7. Notification requirements

- 7.1 The Contractor must notify the Chief of Physical Health Services of any issues that may affect his / her competence and any restrictions imposed by the Professional Regulatory Body on the Contractor's ability to provide health services to offenders.
- 7.2 The Contractor must immediately inform the Chief of Physical Health Services of any major complaint.

8. Security

- 8.1 Any equipment, including communication devices that the Contractor wishes to bring to the facility must be approved in advance by the CSC Project Authority and Security Officers.
- 8.2 **Prohibited items:** The Contractor must ensure that all resources (including the Contractor itself and its replacements) that provide services directly or indirectly under this Contract are aware of section 3 of the Corrections and Conditional Release Regulations and Commissioner's Directive 060 Code of Discipline.

The contractor and his replacements must not enter into a personal or work relationship with an offender. It is forbidden for the contractor or his substitutes to give objects to or receive from an offender. These items include, but are not limited to, cigarettes, toiletries, hobbies, drugs, alcohol, letters received or sent by offenders, money and weapons or items that may be used as weapons. Anyone found to be responsible for providing unauthorized or prohibited items to offenders may be subject to immediate removal from the correctional facility or facility



in the community or criminal charges or both. Such violations could result in Canada terminating the Contract in accordance with the provisions of the Default Contract.

8.3 As a visitor to a CSC correctional facility, the Contractor must comply with the institution's security requirements, which may vary depending on the offender's activities. The contractor may face delays or be denied entry to certain areas at times, even if access arrangements have been made in advance.

9. Language of work

9.1 Services must be provided according to the official language of the inmate's choice, either French or English.

10. Number of hours of service provided / access to timely care

10.1 The number of inmates estimated to be in consultation per year by institution

Donnacona:

- +/- 40 HCV for up to six (6) seven (7)-hours clinics maximum;
- +/- 9 HIV for up to four (4) three (3)-hours clinics maximum.

Joliette:

- +/- 24 HCV for up to six (6) four (4)-hours clinics maximum;
- +/- 4 HIV for up to four (4) three (3)-hours clinics maximum.

Cowansville:

- +/- 42 HCV for up to eight (8) seven (7)-hours clinics maximum;
- +/- 2 HIV for up to four (4) three (3)-hours clinics maximum.

La Macaza:

- +/- 42 HCV for up to six (6) seven (7)-hours clinics maximum;
- +/- 3 HIV for up to four (4) three (3)-hour clinics maximum.
- 10.2 A yield of approximately 1.5 patients per hour is expected.
- 10.3 The Chief, Physical Health Services may, at his discretion, change the hours of service during the term of the Contract and any elective period exercised by Canada.
- 10.4 Any provision of services canceled by CSC for operational reasons within seventy-two (72) hours or more will not be remunerated.
- 10.5 Any provision of services canceled by CSC for operational reasons in less than seventytwo (72) hours will be compensated. The Contractor may charge a fee equal to fifty percent (50%) of one (1) clinical hour.
- 10.6 The Chief of Physical Health Services will notify the Contractor of any changes to service delivery periods at least five (5) days prior to the implementation of the change.



11. Reunions

11.1 At the request of the Institutional Head of Physical Health Services, the Contractor must attend the Institutional Physical Health Services team meetings (maximum 7.5 hours per year).

12. Reporting Requirements

- 12.1 The Chief of Physical Health Services may request at any time from the Contractor to provide data on health services provided to inmates. This may include the use of reporting templates provided by the Chief of Health Services.
- 12.2 At the request of the Chief of Health Services, the Contractor must produce or contribute to a regional report.
- 12.3 In order for CSC to fulfill its mandate for the delivery of health services, the Chief of Physical Health Services may request the Contractor to comment on health care delivery reports (eg, infectious disease surveillance, opioid substitution therapy, prevalence of chronic diseases).

13. Constraints

13.1 Work in correctional environment

The diversion of drugs that are highly addictive is a risk that exists in a correctional environment. For safety reasons, the prescription of drugs is subject to restrictions that may not exist in the community. Problems with possible diversion and the very real possibility of narcotic abuse and other safety issues can arise in CSC institutions. As a result, the Contractor must adhere to the CSC National Form.

13.2 Confidentiality

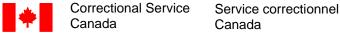
In accordance with the confidentiality provisions of the Contract, the Contractor can not communicate with the media about the health services provided to CSC. The Contractor must inform the Chief of Physical Health Services immediately if a member of the media has contacted him about the health services provided to CSC.

14. Contractor support

14.1 CSC will provide the necessary supplies and equipment for the delivery of health services to offenders, as established and approved by the Institutional Head of Physical Health Services, based on the locations where services are provided.

15. Cancellation by the contractor

Any cancellation of services provided by the Contractor will not be remunerated.



ANNEX B - Proposed Basis of Payment

The Contractor will be paid according to the following payment terms for work performed under the Contract.

The inclusion of volumetric data in this document does not represent a commitment on the part of Canada that its future use of the services described in the bid solicitation will be consistent with this data.

1. Period of the contract (from the award until April 30th, 2020)

1.1 Professional fees

The contractor is invited to indicate his / her specialty, set an hourly rate for clinical hours, set, to attend as needed, the hourly rate for training and / or meetings in partnership with CSC and set an hourly rate for writing regional reports or commenting on reports on health care delivery.

The contractor is invited to tender for the establishment of his choice, according to his availability. Thus, he can bid for one or more institutions.

Supported clientele	
Customer identification	
Clientele with viral hepatitis problem	
Clientele with HIV problem	
Clientele with viral hepatitis and HIV	

dentification of your specialty	
Gastroenterologist	
Internal Medicine	
Microbiologist	
General practitioner	
Other, specify:	



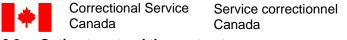
DONNACO	VA		
	Hourly rate (ceiling price set at \$ 500)	Total	
* Hourly rate for clinical hours HCV / HBV	42	\$	\$
* Hourly rate for clinical hours HIV	12	\$	\$
Hourly rate for meeting / training (50% max of the hourly rate)	7,5	\$	\$
Cancellation with notice of less than 72 hours (maximum of one (1) hour, up to 50% of the clinical hourly rate)	2	\$	\$
Administrative hourly rate for writing / commenting reports (maximum 50% of clinical hourly rate)	7.5	\$	\$
* This rate is based on a ratio of approximately 1.5 patients per	hour.		
		TOTAL	\$
JOLIETTE	I		
	Max. annual Qty hrs	Hourly rate (ceiling price set at \$ 500)	Total
* Hourly rate for clinical hours HCV / HBV	24	\$	\$
* Hourly rate for clinical hours HIV	12	\$	\$
Hourly rate for meeting / training (50% max of the hourly rate)	7,5	\$	\$
Cancellation with notice of less than 72 hours (maximum of one (1) hour, up to 50% of the clinical hourly rate)	2	\$	\$
Administrative hourly rate for writing / commenting reports (maximum 50% of clinical hourly rate)	7.5	\$	\$
* This rate is based on a ratio of approximately 1.5 patients per	hour.		
		TOTAL	\$
COWANSVIL			
	Max. annual Qty hrs	Hourly rate (ceiling price set at \$ 500)	Total
* Hourly rate for clinical hours HCV / HBV	56	\$	\$
* Hourly rate for clinical hours HIV	12	\$	\$
Hourly rate for meeting / training (50% max of the hourly rate)	7,5	\$	\$
Cancellation with notice of less than 72 hours (maximum of one (1) hour, up to 50% of the clinical hourly rate)	2	\$	\$
Administrative hourly rate for writing / commenting reports (maximum 50% of clinical hourly rate)	7.5	\$	\$
* This rate is based on a ratio of approximately 1.5 patients per	hour.	1	
		TOTAL	\$



LA MACAZA						
	Max. annual Qty hrs	Hourly rate (ceiling price set at \$ 500)	Total			
* Hourly rate for clinical hours HCV / HBV	42	\$	\$			
* Hourly rate for clinical hours HIV	12	\$	\$			
Hourly rate for meeting / training (50% max of the hourly rate)	7,5	\$	\$			
Cancellation with notice of less than 72 hours (maximum of one (1) hour, up to 50% of the clinical hourly rate)	2	\$	\$			
Administrative hourly rate for writing / commenting reports (maximum 50% of clinical hourly rate)	7.5	\$	\$			
* This rate is based on a ratio of approximately 1.5 patients per						
TOTAL						

* The estimated use mentioned above is provided for evaluation purposes only. The Bidder must provide a rate for each task / deliverable according to the ceiling price set for this contract. If the Bidder does not intend to request payment for a specific task or deliverable, the Bidder must indicate that there are no fees for that task or deliverable.

These rates include all costs associated with the provision of services. Only services rendered will be paid.



2.0 Option to extend the contract

Subject to exercising the option to extend the contract in accordance with Article 4, Term of Contract, Section 4.2, Option to Extend the Contract, the Contractor will be paid the firm all-inclusive hourly rate in accordance with the following table, HST or GST extra, to perform all the required work and services related to the extension of the contract.

2.1 Professional Fees, Optional Period 1 (From May 1, 2020 to April 30, 2021)

Supported clientele	
Customer identification	
Clientele with viral hepatitis problem	
Clientele with HIV problem	
Clientele with viral hepatitis and HIV	

Identification of your specialty	
Gastroenterologist	
Internal Medicine	
Microbiologist	
General practitioner	
Other, specify:	



DONNACOI	VA		
	Max. annual Qty hrs	Hourly rate (ceiling price set at \$ 500)	Total
* Hourly rate for clinical hours HCV / HBV	42	\$	\$
* Hourly rate for clinical hours HIV	12	\$	\$
Hourly rate for meeting / training (50% max of the hourly rate)	7,5	\$	\$
Cancellation with notice of less than 72 hours (maximum of one (1) hour, up to 50% of the clinical hourly rate)	2	\$	\$
Administrative hourly rate for writing / commenting reports (maximum 50% of clinical hourly rate)	7.5	\$	\$
* This rate is based on a ratio of approximately 1.5 patients per	hour.		
		TOTAL	\$
JOLIETTE	Ē		
	Max. annual Qty hrs	Hourly rate (ceiling price set at \$ 500)	Total
* Hourly rate for clinical hours HCV / HBV	24	\$	\$
* Hourly rate for clinical hours HIV	12	\$	\$
Hourly rate for meeting / training (50% max of the hourly rate)	7,5	\$	\$
Cancellation with notice of less than 72 hours (maximum of one (1) hour, up to 50% of the clinical hourly rate)	2	\$	\$
Administrative hourly rate for writing / commenting reports (maximum 50% of clinical hourly rate)	7.5	\$	\$
* This rate is based on a ratio of approximately 1.5 patients per	hour.		
		TOTAL	\$
COWANSVIL	LE		
	Max. annual Qty hrs	Hourly rate (ceiling price set at \$ 500)	Total
* Hourly rate for clinical hours HCV / HBV	56	\$	\$
* Hourly rate for clinical hours HIV	12	\$	\$
Hourly rate for meeting / training (50% max of the hourly rate)	7,5	\$	\$
Cancellation with notice of less than 72 hours (maximum of one (1) hour, up to 50% of the clinical hourly rate)	2	\$	\$
Administrative hourly rate for writing / commenting reports (maximum 50% of clinical hourly rate)	7.5	\$	\$
* This rate is based on a ratio of approximately 1.5 patients per	hour.		
		TOTAL	\$



LA MACAZA						
	Max. annual Qty hrs	Hourly rate (ceiling price set at \$ 500)	Total			
* Hourly rate for clinical hours HCV / HBV	42	\$	\$			
* Hourly rate for clinical hours HIV	12	\$	\$			
Hourly rate for meeting / training (50% max of the hourly rate)	7,5	\$	\$			
Cancellation with notice of less than 72 hours (maximum of one (1) hour, up to 50% of the clinical hourly rate)	2	\$	\$			
Administrative hourly rate for writing / commenting reports (maximum 50% of clinical hourly rate)	7.5	\$	\$			
* This rate is based on a ratio of approximately 1.5 patients per						
TOTAL						

* The estimated use mentioned above is provided for evaluation purposes only. The Bidder must provide a rate for each task / deliverable according to the ceiling price set for this contract. If the Bidder does not intend to request payment for a specific task or deliverable, the Bidder must indicate that there are no fees for that task or deliverable.

These rates include all costs associated with the provision of services. Only services rendered will be paid.

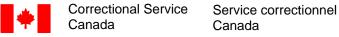
3.0 Refundable expenses

- 3.1 Canada will not accept any travel and living expenses for:
- (a) the work performed at the facility identified in Article 3, Objective, of Annex A, Statement of Work;
- (b) any travel between the contractor's place of business and the establishment; and
- (c) reinstall resources to meet the terms of the contract.

These charges are included in the hourly rates included in this Annex.

4. HST or GST

In the Contract, all prices and amounts do not include Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated.



Annex C – Security Requirement Check List



Government Gouvernement du Canada

Contract Number / Numéro du contrat	
21301-20-2185024	
Security Classification / Classification de sécurité Non-classifié	

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Ministère ou organisme gou				ionnel du Canad		100 000 000 000 000 000 000 000 000 000	s de santé			
3. a) Subcontract Number / Nu		species a department of the set of the set					tractor / Nom et adresse du so	nic fra	itant	
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C -11401141			~~~		_	<u>8</u>			N- 7	- Vee
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6. Indicate the type of access			me d'accès requis				and the second strengthere are			
6. a) Will the supplier and its e									Non	V Yes Oui
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(Préciser le niveau d'accè				muestion 7 c)						
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6. c) is this a commercial court								1	No	Yes
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		1							1	
Canada				/ OTAN			Foreign / Étranger			
7. b) Release restrictions / Res	trictio	ns relatives à la c								
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A no pas anasci								-		
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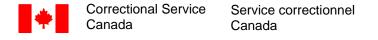
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Correctional Service	Service correctionnel
Canada	Canada

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Government Gouvernemen of Canada du Canada							
PART A (continued) / PARTIE A (suite) 8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC Information or assets? Le fournisseur aura-til 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 : 9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-li accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Yes No Yes Outi							
Short Title(s) of material / Titre(s) abrégé(s) du n Document Number / Numéro du document : PART B - PERSONNEL (SUPPLIER) / PARTIE B 10. a) Personnel security screening level required /	PERSONNEL (FOURNISS						
RELIABILITY STATUS COTE DE FIABILITÉ TOP SECRET SIGINT TRÈS SECRET - SIGINT SITE ACCESS ACCÈS AUX EMPLACEMENTS Special comments: Commentalires spèciaux :	CONFIDENTIAL CONFIDENTIEL NATO CONFIDENTIA NATO CONFIDENTIA						
REMARQUE : SI plusieurs niveaux 10. b) May unscreened personnel be used for porti Du personnel sans autorisation sécuritaire pu If Yes, will unscreened personnel be escorter Dans l'affirmative, le personnel en question s	NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: SI plusieurs niveaux de contrôle de sécurité sont reguis, 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 pout-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?						
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C INFORMATION / ASSETS / RENSEIGNEMEN 11. a) Will the supplier be required to receive and s premises? Le fournisseur sera-t-il tenu de recevoir et d'o CLASSIFIES?	NTS / BIENS tore PROTECTED and/or CL entreposer sur place des ren:	ASSIFIED information or asset seignements ou des blens PRO		No Yes Non Oui			
11. b) Will the supplier be required to safeguard CC Le fournisseur sera-t-il tenu de protéger des PRODUCTION	MSEC information or assets renselgnements ou des bien:	? B COMSEC?		No Yes Nan Oui			
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 el/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?							
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-Li tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTEGES et/ou CLASSIFIES?							
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 cetui du ministère ou de l'agence Non Oul gouvernementale?							
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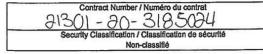
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Government of Canada Gouvernement du Canada

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PART C - (continued) I 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 dolvent 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	PR	OTECT	ED 3Ê		ASSIFIED LASSIFIE			NATO						COMSEC		
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2. b) Will the docur La documentat														[✓ No Non	
If Yes, classify attachments (Dans Faffirma	e.g	SE	CRE	T with Attach	ments).								Indicate	with		

« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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				DSD-Q	C3422-H	ISEx	
	Gouvernement du Canada		Contract Number / Numéro du contrat <u> 91301 - 30 - 318 5094</u> Security Classification / Classification de sécurità				
			Cecusity	Not	n-classifié	on de securite	
PART D - AUTHORIZATION / PAR 13. Organization Project Authority /			19 145 11 1 1 1 1			INP HOUSE - TO	
Name (print) - Nom (en lettres moul		Title - Titre	(Signature	Λ	1	
Nancy Massicolte		Directrice o	les services de santé		hall	Nill.	
Telephone No Nº de téléphone 450 972-7629	Facsimile No Nº de 450 972-7662	télécopieur	E-mail address - Adresse cour Nancy.Massicolte@csc-scc.g		Date 27	MAR. 2019	
Name (print) - Nom (en lettres moul Robert Wattie		Title - Titre	ity Analyst	H	300-	DN: c=CA, o=gc, ou=CSC-SCC, cn=Wattle, Robert Date: 2019.04.05 12:41:01-0400 Addbe Acrobat version: 2017.011.30113	
Telephone No N° de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse cour	miel	Date 20)19-04-05	
 Are there additional instructions Des instructions supplémentaire 	(e.g. Security Guide, Se is (p. ex. Guide de sécur	curity Classif ité, Guide de	(cation Guide) attached? classification de la sécurité) son	t-elies jointes	i7 I	Non Qui	
16. Procurement Officer / Agent d'ag	pprovisionnement						
Name (print) - Nom (en lettres moul	ées)	Title - Titre		Signature		101 NO. 10	
GABRIELEST-HILAIRE CASTONGLAY		ARAC	int	labuell	o Stille	10 Castanguau	
Telephone No Nº de téléphone 450 GOA GOA	Facsimile No Nº de 450 664 66	26	E-mail address - Adresse cou Patonella St Hilaite (astard)	intel and	Date	2019-04-01	
17. Contracting Security Authority /			conte U	0	J		
Name (print) - Nom (en lettres moulées)		Title - Titre		Antille Roxan		Digitally signed by Antille, Roxanne Date: 2019.04.16 18:41:26 -04'00'	
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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 <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.



2. Identification of the proposed resource : _____

Supported clientele	
Clientele with viral hepatitis and HIV	
Clientele with viral hepatitis	
Clientele with HIV Specialist Doctor Identify your specialty	
Gatroenterologist	
Inernal Medicine	
Microbiologist	
Other :	

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/ Not Met
M1	The proposed resource must hold a current license to practice and be a member in good standing of the Collège des médecins du Québec (hold a title in general medicine or in one of the required specialties, i.e. in infectiology, microbiology, infectious disease, etc.). (A copy of the license to practice and proof of membership of the Collège des médecins must be provided at the bid submission).		
M2	The proposed resource must have a significant experience of at least two years with a clientele suffering from the following infectious diseases: viral hepatitis and/or HIV. The proposed resource must have competencies in monitoring and prescribing appropriate treatments for these health issues.		
	 Bidders must indicate accurately: 1. Where (name and address of the client); 2. When (start and end dates of the commitment); 3. Brief description of the tasks performed; 4. A reference 		
	(A copy of the CV including all this information must be provided at the bid submission).		



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.
- 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:

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.



Correctional Service Service correctionnel Canada Canada

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.

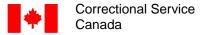
If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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



Annex F – List of Institutions

Donnacona Institution	Cowansville Institution	Joliette Institution
1537, Highway 138 Donnacona (Quebec) G3M 1C9 Tel. : 418-285-2455 Fax : 418-285-2027	400, Fordyce Avenue, P.O. Box 5000 Cowansville (Quebec) J2K 3N7 Tel. : 450-263-3073 Fax : 450-263-0325	400, Marsolais Street Joliette (Quebec) J6E 8V4 Tel. : 450-752-5257 Fax : 450-752-2823
La Macaza Institution		
321, chemin de l'Aéroport La Macaza (Quebec) J0T 1R0 Tel. : 819-275-2315 Fax : 819-275-3079		



Annex G – National Essential Health Services Framework

See attached PDF document « NATIONAL ESSENTIAL HEALTH SERVICES FRAMEWORK »