



**RETURN BIDS TO :**  
**RETOURNER LES SOUMISSIONS À :**  
 Bid Receiving - Réception des  
 soumissions:

[bids submissions.GEN-NHQContracting@CSC-SCC.GC.CA](mailto:bids submissions.GEN-NHQContracting@CSC-SCC.GC.CA)

Attn: Nadine Pike

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal to: Correctional Service Canada**

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

**Proposition à: Service Correctionnel du Canada**

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

**Comments — Commentaires :**

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

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone # — N° de Téléphone :

\_\_\_\_\_

Fax # — No de télécopieur :

\_\_\_\_\_

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

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

\_\_\_\_\_

<b>Title — Sujet: Chief Medical Officer of Health (CMOH)</b>		
<b>Solicitation No. — N° de l'invitation</b> <b>21120-22-3815907</b>	<b>Date: October 28/2021</b>	
<b>Client Reference No. — N°. de Référence du Client</b> <b>3815907</b>		
<b>GETS Reference No. — N°. de Référence de SEAG</b> <b>21120-22-3815907</b>		
<b>Solicitation Closes — L'invitation prend fin</b> <b>at /à at 14 :00 EST</b> <b>on / le : : November 26/2021</b>		
<b>F.O.B. — F.A.B.</b> Plant – Usine:                          Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
<b>See Herein</b>		
<b>Address Enquiries to — Soumettre toutes questions à:</b>  <b>Nadine Pike</b> Nadine.Pike@csc-scc.gc.ca		
<b>Telephone No. – N° de téléphone:</b>  <b>(506) 378-1049</b>	<b>Fax No. – N° de télécopieur:</b>  <b>N/A</b>	
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b>		
<b>Instructions: See Herein</b> <b>Instructions : Voir aux présentes</b> <b>See Herein</b>		
<b>Delivery Required — Livraison exigée : See herein</b>	<b>Delivery Offered – Livraison proposée : Voir aux présentes</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>		
_____	_____	
<b>Name / Nom</b>	<b>Title / Titre</b>	
_____	_____	
<b>Signature</b>	<b>Date</b>	
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)		



## TABLE OF CONTENTS

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

1. Security Requirement
2. SACC Manual clause - A3080T COVID-19 vaccination requirement
3. Statement of Work
4. Revision of Departmental Name
5. Debriefings
6. Procurement Ombudsman

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries, Bid Solicitation
5. Applicable Laws

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions
2. Section I: Technical Bid
3. Section II: Financial Bid
4. Section III: Certifications

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

1. Evaluation Procedures
2. Basis of Selection
3. Insurance Requirements

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

1. Certifications Precedent to Contract Award and Additional Information

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications and Additional Information
9. Applicable Laws
10. Priority of Documents
11. Insurance - Specific Requirements
12. Liability
13. Ownership Control
14. Closure of Government Facilities
15. Tuberculosis Testing



16. Compliance with CSC Policies
17. Health and Labour Conditions
18. Identification Protocol Responsibilities
19. Dispute Resolution Services
20. Contract Administration
21. Proactive Disclosure of Contracts with Former Public Servants
22. Information Guide for Contractors
23. Government Site Regulations

**List of Annexes:**

- Annex A – Statement of Work
- Annex B – Proposed Basis of Payment
- Annex C – Security Requirements Check List
- Annex D – Evaluation Criteria
- Annex E – Federal Contractors Program for Employment Equity - Certification
- Annex F – Insurance Requirements
- Annex G - CSC – Medical By-Law
- Annex H – National Essential Health Care Framework
- Annex I – Coin Toss Agreement



## **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 [Contract Security Program](#) (CSP) of Public Works and Government Services Canada website.

### **2. SACC manual clause A3080T – COVID-19 vaccination requirement**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification prior to contract award will render the bid non-responsive.

### **3. Statement of Work**

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

### **4. 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.

### **5. Debriefings**

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

### **6. Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombudsman website](#). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).



## **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 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 (2020-05-28) 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 days (120) days

### **2. Submission of Bids**

Bidders must submit their bid only to Correctional Service of Canada (CSC) by the date, time and at the email address indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, CSC will not accept bids submitted in hard copy or by facsimile.

CSC recommends that bidders submit their response to the requirements of this solicitation in typewritten format.

Bidders must ensure that any handwritten information included in their bid is clearly legible in order to allow CSC to complete the bid evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when assessing whether bids comply with all of the requirements of the bid solicitation including, if applicable, any and all evaluation criteria.

### **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: 2019-01](#) 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.

#### **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.

#### **4.1 Industry Day:**

The industry day will be held at 11:30 EST on November 9, 2021 at the following location:

Virtually on Microsoft Teams

It is not mandatory for suppliers to attend the industry day in order to submit a proposal. In order to register for the industry day, please email [Nadine.Pike@csc-scc.gc.ca](mailto:Nadine.Pike@csc-scc.gc.ca) to request an invitation. Invites will be sent in advance of the industry day.

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

#### **5. Applicable Laws**

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

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



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid: **one (1) electronic copy in PDF format**

Section II: Financial Bid: (See 3. Section II: Financial Bid below and Pricing Schedule in Annex B)

Section III: Certifications: **one (1) electronic copy in PDF format**

### **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.

To facilitate bid evaluation, Bidders may use the Mandatory Requirements and Rated Technical Criteria Spreadsheet in **Annex D – Evaluation Criteria** to provide information needed to substantiate the training and experience claimed. It is not mandatory for Bidders to use of the Mandatory and Rated Technical Criteria Spreadsheet to submit a bid. However Bidders are encouraged to do so to facilitate evaluation of their bid.

### **3. Section II: Financial Bid**

Bidders do not have to submit a financial bid in response to this solicitation.

#### **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 criteria.
- (b) An evaluation team composed of representatives of CSC and a resource under a Memorandum of Understanding that CSC entered into with the Ottawa hospital, Dr. Worthington 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.

##### **1.1.2 Point Rated Technical Criteria**

Proposals will be evaluated to determine their score with regards to the point rated criteria outlined in **Annex D – Evaluation Criteria**.

### **2. Basis of Selection**

2.1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 70% overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.

2.2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest total number of points will be recommended for award of a contract.

2.3. Tie-breaking method for identical bids:

If two technically compliant bids obtain the same total number of points, CSC will award the contract to the bid with the proposed physician having the most:

- a) Leadership experience (Annex D - Rated Technical Criteria; R6); then
- b) Quality improvement experience (Annex D - Rated Technical Criteria; R4); then
- c) Assessing quality of care (Annex D - Rated Technical Criteria; R5); then
- d)** If two or more Bidders are still tied after (c) above, then a “coin toss” method will be used to determine the top-ranked Bidder

### **3. Insurance Requirements**

3.1 The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in **Annex F – Insurance Requirement**

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



## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **1. 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](#). 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:

Blank lines for listing names, organized into two columns.

OR

- checkbox The Bidder is a partnership

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

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.

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

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

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

1.4 Status and Availability of Resources

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



1.5 Language Requirements - Bilingual Essential

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in 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

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

1.7 SACC Manual clause A3081T – COVID 19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, \_\_\_\_\_ (first and last name), as the representative of \_\_\_\_\_ (name of business) pursuant to \_\_\_\_\_ (insert solicitation number), warrant and certify that all personnel that \_\_\_\_\_ (name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or

(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination



policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

### **1.8 Certification:**

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



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 1. Security Requirement

- 1.1 The following security requirements (SRCL and related clauses provided by PWGSC CSP) apply to and form part of the Contract.

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 21120-22-3815907**

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 Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CSP, **PWGSC**.
3. The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified 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 the CSP, **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) *Contract 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 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 (2020-05-28) General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.



### **3.2 Supplemental General Conditions**

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

4013 – Compliance with On-Site Measures, Standing Orders, Policies, and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

### **3.3 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 date of Contract to 3 years later inclusive

### **4.2 Option to Extend the Contract**

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

Canada may exercise this option at any time by sending a written notice to the Contractor 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: Nadine Pike  
Title: Senior Procurement Officer  
Correctional Service Canada  
Branch/Directorate: Comptrollers/Contracting and Materiel Services - NHQ  
Telephone: (506) 378-1049  
E-mail address: Nadine.pike@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 *[to be inserted at contract award]*

The Project Authority for the Contract is:

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

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

*[Fill in at contract award only.]*

## 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

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

## 6. Payment

### 6.1 Basis of Payment – Firm Hourly Rate

The Contractor will be paid firm hourly rates in Annex B, for work performed in accordance with the Contract. Customs duties are *included* and Applicable Taxes are extra.

### 6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$1,989,000.00  
Customs duties are included and 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 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 Payments**

**SACC Manual Clause H1008C (2008-05-12), Monthly Payments**

### **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

## **7. Invoicing Instructions**

7.1 Invoices must show:

- a. the date, the name and address of the client department, contract number, Procurement Business Number (PBN), and financial code(s);
- b. details of the tasks performed, including but not limited to:  
attendance at meetings; and other services included in the statement of work at Annex A.
- c. the number of hours spent performing each task;
- d. the fixed hourly rate(s) in accordance with the Basis of Payment; and
- e. the extension of the totals.
- f. 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.
- g. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

7.2 If applicable, each invoice must be supported by a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

7.3 Invoices must be distributed as follows:



- a. The original and one (1) copy must be forwarded to the Project Authority 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.

### 8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

## 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 Supplemental General Conditions 4013 – Compliance with On-Site Measures, Standing Orders, Policies, and Rules;
- (d) the General Conditions 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Security Requirements Check List;
- (h) the Contractor's bid dated \_\_\_\_\_ [\(to be inserted at contract award\)](#)

## 11. Insurance Requirements

- 11.1 The Contractor must comply with the insurance requirements specified in **Annex F** 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.
- 11.2 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.



11.3 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.

## **12. Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## **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:

13.1 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).

13.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.

13.3 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 will have the right to treat this Contract as being in default and terminate the contract accordingly.

13.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

## **14. Closure of Government Facilities**

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

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

## **15. Tuberculosis Testing**



15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.

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

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

## **16. Compliance with CSC Policies**

16.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.

16.2 Unless otherwise provided in the contract, the Contractor must obtain all permits and hold all certificates and licenses required for the performance of the Work.

16.3 Details on existing CSC policies can be found on the [CSC website](#) or any other CSC web page designated for such purpose.

## **17. Health and Labour Conditions**

17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.

17.2 The Contractor must comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and must also require compliance of same by all its subcontractors when applicable.

17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity must forthwith notify the Project Authority or Her Majesty.

17.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor must be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

## **18. Identification Protocol Responsibilities**

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

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

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

18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify himself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This



identification protocol must also be used in all other correspondence, communication, and documentation; and

18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

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

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombudsman website](#). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).

### **20. Contract Administration**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web [the Office of the Procurement Ombudsman website](#). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).

### **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 [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: 2019-01](#) of the Treasury Board Secretariat of Canada.

### **22. Information Guide for Contractors**

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

### **23. Government Site Regulation**

SACC Manual clause A9068C (2010-01-11) - Government Site Regulation



## ANNEX A – Statement of Work

The Correctional Service Canada has a requirement to provide every offender with essential health care, and reasonable access to non-essential health care.

### 1.1 Background:

In 2017, the Correctional Service of Canada (CSC) through the Office of the Assistant Commissioner, Health Services (ACHS) established a National Medical Advisory Committee (NMAC). The NMAC is a collaborative and constructive partnership with CSC Primary Care Physicians, Psychiatrists, Dentists and Nurse Practitioners for the advancement of quality health services in CSC and consists of primary care physician and psychiatry leads from each region along with representation from dentists, nurse practitioners, and senior administrative staff. The Chief Medical Officer of Health is the lead individual for NMAC. Regional Physician Leads (primary care physician or psychiatrist) also lead a Regional Medical Advisory Committee (RMAC) to coordinate and address medical practice and policy issues specific to their region and forwarding issues with national significance to the NMAC.

### 1.2 Objectives:

Provide oversight and leadership for provision of health care across Canada.

Work in conjunction with the CSC Regional & National Health Services management team and other members of the Healthcare Team to advance the healthcare of offenders.

Participate as a Chair of, and lead the National Medical Advisory Committee.

### 1.3 Tasks:

The Chief Medical Officer of Health must:

- a) Chair the National Medical Advisory Committee (NMAC);
- b) Develop CSC's new Medical Practitioner By-Laws and oversee implementation and future amendments of the Medical Practitioner By-Laws;
- c) With input from the NMAC, provide advice and recommendations on the organization, delivery, quality and safety of health services within CSC;
- d) Review health issues related to offender care as they arise and provide medical advice for CSC Health Services Senior Management;
- e) Provide advice on CSC Medical Directives and Guidelines on methods and procedures related to medical standards that are pertinent to CSC's mandate and legislative base;
- f) Enhance the perspectives, advice and resource requirements of the Medical Practitioners within CSC;
- g) Build and promote a collaborative and constructive relationship between Medical Practitioners and CSC through an engagement strategy;
- h) Planning the procurement requirements for medical practitioner services including the tasks and level of effort required ;
- i) Undertake an annual review with each Regional Physician Lead to assess performance and enhance their development of medical practitioner services within CSC;
- j) Provide advice on matters referred by the Assistant Commissioner Health Services or their representative;
- k) Provide advice and recommendations on matters of Medical Practitioners' professional conduct;



- l) Work with the Director of Pharmacy and Health Technology on matters pertaining to CSC's National Drug Formulary;
- m) Provide advice on medical professional issues, and act as liaison between CSC and various Medical Professional bodies across Canada when requested to address professional practice issues, to seek advice on, for example, standards of practice and ethical standards, or both;
- n) Monitor trends, issues and operational outcomes pertaining to CSC's health service delivery, evaluate their implications for ongoing and future health service delivery and provide recommendations for future initiatives to the Director General, Health Services;
- o) When requested, attend and report on meetings of multi-disciplinary health committees with other government departments and stakeholders in order to achieve horizontal coordination through constructive dialogue and questioning of policies and practices, sharing of best practices, and the development of strategic and comprehensive approaches to the management of health, including issues related to mental illness, chronic illness and terminal illness;
- p) When requested, work with networks that include federal, provincial, territorial and local health agencies, voluntary and non-governmental health organizations, professional societies and associations, researchers and public health authorities nationally and internationally to further the transfer and exchange of medical and scientific knowledge, skills and information in health administration, epidemiology, surveillance, risk assessment and disease control;
- q) Attend and provide medical advice in team meetings and discussions when requested;
- r) Organize annual visits (or when requested) to each of CSC's 5 regions, to liaise with CSC leadership and engage with Medical Practitioners in federal penitentiaries; and
- s) Provide guidance on measures pertaining to managing patients during a national medical emergency and liaise with Federal, Provincial and Territorial stakeholders, as needed.

#### **1.4 Deliverables:**

1. Supporting provision of efficient and effective integrated person-centred care to promote healthy reintegration of offenders at discharge;
2. Identifying healthcare priorities and issues of concern in CSC; developing, monitoring and revising a healthcare quality plan to include requirements for accreditation;
3. Helping ensure CSC healthcare policies, procedures and standards are up-to-date;
4. Promoting collaboration with outside healthcare bodies (including but not limited to public health agencies, Ministry of health, local hospitals); and
5. Providing leadership, direction and organization to all National Physician Advisors, Regional Physician Leads and Medical Practitioners.

#### **1.5 Performance Standards:**

The Chief Medical Officer must:

- a) provide services in accordance with the ethical and professional practice standards of the applicable college of Physicians and Surgeons. The Contractor must also comply with



clause "2010B 28 No bribe or conflict" of [General Conditions 2010B – Professional Services \(Medium Complexity\)](#).

- b) Utilize CSC policies with respect to essential Health Services, including but not restricted to policies set forth in the Commissioner's Directives, and Guidelines and Standards, National Medical Directives, Regional Instructions, and Institutional Medical Directives as well as CSC's Mission Statement; and
- c) Adhere to and support CSC policies with respect to the economical and efficient management of Health Service's resources.

**1.6 Estimated Level of effort:**

Recognizing the size and complexity of the Sector, the estimated level of effort for the Chief Medical Officer of Health will be up to four (4) days on average per week. Work of more or less than four (4) days shall be prorated to the time actually worked. The Project Authority may adjust this level of effort through the term of the contract depending on CSC's requirements. The Contractor must not perform work in excess of the number of days per week without prior written authorization, in writing, from the Contracting Authority

**1.7 Location of work:**

- a) At the request of the Project Authority, the Chief Medical Officer of Health must perform work at CSC National Headquarters, and remote work sites or the contractor's place of business.

- b) Travel

Travel within CSC regions including remote sites and to CSC Regional and National Headquarters will be required for performance of the work under this contract.

**1.8 Language of Work:**

The Chief Medical Officer of Health must be able to work in English and French including reading proficiently, and hearing and understanding highly complex concepts in both languages.

**1.9 Support to Contractor:**

- a) CSC will be responsible for any administrative tasks related to the work of the National and Regional Medical Advisory Committees including management of medical practice and policy issues.
- b) The Project Authority, at their entire and sole discretion, may provide an encrypted laptop to the Chief Medical Officer for documentation in CSC's Electronic Health Care Records. The Project Authority will obtain all necessary CSC internal approvals and must comply with requirements for taking CSC assets off site. The Project Authority will also ensure the Contractor is aware of all CSC requirements regarding care and protection of CSC assets and IT security requirements including those associated with the use of Portable Data Storage Devices (encrypted laptops).
- c) The Project Authority will provide a Government of Canada (GC) email address to the Chief Medical Officer of Health. The Chief Medical Officer of Health must comply with Identification Protocol Responsibilities specified in the contract. The Chief Medical Officer of Health must regularly monitor this GC email address on an ongoing basis and read email correspondence.

**1.10 Notification Requirements:**





- a) The Chief Medical Officer of Health must notify the Project Authority of any issues that may call into question the Chief Medical Officer of Health's competency and any restrictions imposed by the licensing body affecting the Chief Medical Officer of Health's ability to provide medical oversight for offenders.
- b) The Chief Medical Officer of Health must notify the Project Authority immediately of any significant complaints lodged against the Chief Medical Officer of Health.

#### **1.11 Security:**

- a) The Project Authority and CSC Security must approve, in advance, all equipment including communication devices the Chief Medical Officer of Health wishes to bring into an Institution.
- b) The Chief Medical Officer of Health will be subject to local security requirements that can vary from moment to moment depending on offender activities. When visiting sites, the Chief Medical Officer of Health may be faced with delay or refusal of entry to certain areas at certain times although prior arrangements for access may have been made.
- c) The Chief Medical Officer must perform all digital work of a PROTECTED nature done outside of a CSC facility using the CSC laptop only. Physical hard copy PROTECTED information is not permitted to be removed or safeguarded / stored off-site. Project Authority will be responsible to brief the Chief Medical Officer on this requirement and the recommended storage and safeguarding measures to be applied to the CSC laptop, which is considered a PROTECTED asset.

#### **1.12 Meetings:**

At the discretion of the Project Authority, there will be an initial meeting at the beginning of the contract to finalize the scope of services to be provided under the contract.

## ANNEX B - Proposed Basis of Payment

CSC will pay the Contractor 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.

### 1.0 Contract Period: from Contract award to 3 years later

#### 1.1 Professional Fees

The Contractor will be paid the all-inclusive hourly rate in Table (a) in the performance of this Contract for work performed as a Chief Medical Officer.

Applicable Taxes are extra.

<b>Table (a)</b>			
<b>RESOURCE NAME</b>	<b>ESTIMATED TOTAL LEVEL OF EFFORT (hours) A</b>	<b>ALL-INCLUSIVE HOURLY RATE FOR SERVICE PROVISION B</b>	<b>Total (in Cdn \$)</b>
<i>will be completed upon the award of the Contract) -</i>	Total hours-: 4,680 hrs	\$425.00	\$1,989,000.00

### 2.0 Option(s) to Extend the Term of the Contract

Subject to the exercise of an option to extend the Contract period in accordance with Article 4. Term of Contract, 4.2 Options to Extend Contract, the all-inclusive hourly rates for the contract period detailed in this Annex will be subject to upward adjustment to reflect the overall annual increase in the Consumer Price Index (CPI) for Health and personal care for Canada for the previous calendar year as established by Statistics Canada. The Contracting Authority will determine these rates at the time the option is exercised using the following formula:

Adjusted rate = all-inclusive hourly rate + (all-inclusive hourly rate x % CPI increase for previous calendar year for Health and personal care)

The Contractor shall be paid the resulting adjusted firm all inclusive hourly rates, Applicable Taxes extra, to complete all Work and services required to be performed in relation to the Contract extension.

### 3.0 Cost Reimbursable Expenses

#### 3.1 Hourly Rate for Travel Time Between Work Locations:

The Contractor will be reimbursed for time spent travelling from the individual's work location, to and from specific work assignments, to perform physician or psychiatrist lead work at the regular hourly rate. The Contractor must obtain prior approval from the Project Authority before incurring any travel related expenses. The Contractor must obtain prior approval from the Project Authority when it is expected that hourly rate travel charges would exceed four (4) hours for any given twenty-four (24) hour period. The Contractor cannot charge the hourly rate for time spent travelling in excess of 7 hours during any given 24 hour period unless otherwise approved by the Project Authority.

### 3.2 Travel and Living Expenses when on Travel Status:

- a) Canada will accept travel and living expenses incurred by the Contractor in the performance of the Work when requested by the Project Authority to travel from the individual's work location, to and from specific work assignments, to perform Chief Medical Officer work.
- b) The Contractor will be reimbursed its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses specified in Appendices B, C and D of the National Joint Council and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.
- d) All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Limitation of expenditure for travel time between work locations and travel expenses \$(to be completed at contract award).

### 4.0 Applicable Taxes

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

### 5.0 Electronic Payment of Invoices - Bid

Canada requests that Bidders complete option 1 or 2 below:

1.  Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International).

2.  Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

## Annex C – Security Requirement Check List

DSD-NHQ4544



Contract Number / Numéro du contrat <b>21120-22-3815907</b>
Security Classification / Classification de sécurité

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>CSC</b>	2. Branch or Directorate / Direction générale ou Direction <b>HEALTH SERVICES</b>	
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 <b>SEE SOW ATTACHED - CHIEF MEDICAL OFFICER FOR HEALTH</b>		
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"/>	N/A <input type="checkbox"/> NATO / OTAN <input type="checkbox"/> N/A 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"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	
	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input 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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



**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?  No  Yes  
Non  Oui

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-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes  
Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIÉ) / PARTIE B - PERSONNEL (FOURNISSEUR)**

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

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>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  Yes  
Non  Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes  
Non  Oui

**PART C - SAFEGUARDS (SUPPLIÉ) / 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  Yes  
Non  Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes  
Non  Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes  
Non  Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  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  Yes  
Non  Oui

Contract Number / Numéro du contrat 21120-22-3815907
Security Classification / Classification de sécurité

**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			
N/A																
Information / Assets / Renseignements / Biens / Production																
IT Media / Support IT																
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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



## 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
- Rated 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 the start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

**MANDATORY TECHNICAL CRITERIA – \_\_\_\_\_**

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	<p>The proposed physician must hold a current license in good standing with the provincial licensing body for Physicians and Surgeons within the province(s) of practice.</p> <p>Bidders should provide with their bid:</p> <p><i>a copy of their valid license</i></p> <p><i>a copy of a certificate of professional conduct issued by the proposed physician's College of physicians and surgeons, including any judgements or restrictions registered against the proposed physician</i></p> <p><i>If the valid license, or certificate of professional conduct, or both, are not submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide them. Failure to provide the valid license, or certificate of professional conduct, or both within the timeframe provided will render the bid non-responsive.</i></p>		
M2	<p>The proposed physician must have a minimum of ten (10) years of total clinical experience in a large community hospital (minimum 300 beds), academic health science centre public health or primary care network in the last fifteen (15) years years prior to the closing date of this solicitation.</p> <p>To facilitate evaluation of their bid, Bidders should include the following information for the experience submitted:</p> <p><i>(a) Name of the proposed physician's client or employer,</i></p> <p><i>(b) Start and end date of the clinical experience engagement,</i></p> <p><i>(c) Short description of the clinical experience and responsibilities fulfilled by the proposed physician,</i></p> <p><i>(d) At least one reference who can be contacted to confirm the experience claimed (with a current and valid telephone number and email address.)</i></p>		
M3	<p>The proposed physician must have a minimum of eight (8) years experience of *organizational leadership in a large community hospital (minimum 300 beds),</p>		





#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/N ot Met
	<p>academic health science centre or public or primary care network in the last fifteen (15) years prior to the closing date of this solicitation.</p> <p>*Organizational leadership refers to the overarching field of a person (the leader) strategically guiding and managing a group of people (the organization) to meet a common goal.</p> <p>To facilitate evaluation of their bid, Bidders should include the following information for the experience submitted:</p> <p><i>(a) Name of the proposed physician's client or employer,</i>  <i>(b) Start and end date of the of *organizational leadership in a large community hospital</i>  <i>(c) Short description of the leadership experience and responsibilities fulfilled by the proposed physician,</i>  <i>(d) At least one reference who can be contacted to confirm the experience claimed (with a current and valid telephone number and email address)</i></p>		
M4	<p>The proposed physician must demonstrate experience of at least a one year appointment as Chair of a Committee, other than the Medical Advisory Committee, that included senior health leadership and organizational senior management, a Board or Board Committee, a Council or a Task Force that included senior health leadership and organizational senior management in the last ten (10) years prior to the closing date of this solicitation.</p> <p>To facilitate evaluation of their bid, Bidders should include the following information for the experience submitted:</p> <p><i>(a) Name of the committee or analagous group,</i>  <i>(b) Start and end date of the chair engagement,</i>  <i>(c) Short description of the responsibilities fulfilled by the proposed physician, &amp; the role of the committee etc</i>  <i>(d) At least one reference who can be contacted to confirm the experience claimed (with a current and valid telephone number and email address)</i></p>		



**POINT RATED TECHNICAL CRITERIA – \_\_\_\_\_**

#	Point Rated Technical Criteria	Max Score	Bidder Response (Bidder to explain how points are obtained and reference location in bid)
R1	<p>The proposed physician will be rated on experience in local, provincial or national collaboration and stakeholder engagement in a committee, council, board or task force in the 10 years prior to the closing date of this solicitation. <b>(up to a maximum of 10 points)</b></p> <p>Stakeholder engagement at the I regional level = 2.5 points</p> <p>Stakeholder engagement on a provincial scale = 5 points</p> <p>Stakeholder engagement on a national scale = 10 points</p> <p>To facilitate evaluation of their bid, Bidders should include the following information for the experience submitted:</p> <ul style="list-style-type: none"> <li>(a) Name of the stated forum or group;</li> <li>(b) Start and end date of the engagement experience;</li> <li>(c) Short description of the work performed by the proposed physician;</li> <li>(d) At least one reference who can be contacted to confirm the experience claimed (with a current and valid telephone number and email address)</li> </ul>	<b>10 points</b>	
R2	<p>The proposed physician will be rated on experience in the development of programs, or the expansion of programs to other healthcare organizations related to the following areas of medicine relevant to offenders. <b>(Up to a maximum of 20 points)</b></p> <ul style="list-style-type: none"> <li>a) Public Health</li> <li>b) Mental Health</li> <li>c) Primary Care model implementation (Patient's Medical Home)</li> <li>d) Emergency Medicine</li> <li>e) Chronic Care</li> <li>f) Substance Use Disorders (such as Opioid Agonist Treatment)</li> <li>g) Geriatrics</li> <li>h) Palliative – End of Life Care – Medical Assistance Dying</li> </ul>	<b>20 points</b>	



	<p>i) Pain Management j) Infectious Diseases (HCV, HIV, TB)</p> <p>4 points will be awarded for each area of medicine from the above list to <b>maximum of 20 points</b>. Each area of medicine will only be counted once.</p> <p>To facilitate evaluation of their bid, Bidders should include the following information for the experience submitted: <i>(a) a short description of the medical program development or extension by the proposed physician;</i> <i>(b) Name of the proposed physician's client or employer;</i> <i>(c) at least one reference per project who can be contacted to confirm the experience claimed (with a current and valid telephone number and email address).</i></p>		
R3	<p>Points will be awarded to the proposed physician for specialized training, certification or accredited training completed within the past 10 years prior to the closing date of this solicitation in the following areas of relevance to offenders. <b>(up to a maximum of 20 points)</b></p> <p>Points will be awarded on each area to a <b>maximum of 20 points</b>. Each area will be counted only once.</p> <p><b>10 points</b> will be awarded for a Master's level degree in Health Administration, Business Administration, or Public Health.</p> <p><b>3 points</b> will be awarded for other relevant postgraduate medical education, certification or professional development activity in the following areas:</p> <ul style="list-style-type: none"> <li>• Clinical Service Operations;</li> <li>• Healthcare Management;</li> <li>• Quality and Patient Safety;</li> <li>• Physician Leadership</li> </ul> <p>To facilitate evaluation of their bid, Bidders should include the following information for the training submitted: <i>(a) the title of the course or program;</i> <i>(b) the name of the academic institution or training provider;</i></p>	<b>20 points</b>	



	<p><i>(c) the date of commencement &amp; completion of the training;</i> <i>(d) a short description of the training subject matter and contents.</i></p>		
R4	<p>The proposed physician will be rated on participating in Quality Improvement (QI) projects or initiatives undertaken in medical practice in the following areas: <b>(up to 20 points)</b></p> <ul style="list-style-type: none"><li>• Developing interprofessional teams</li><li>• Assessing the impact of new team models</li><li>• Establishing and implementing service standards</li><li>• Implementing and enhancing patient safety &amp; quality of care</li></ul> <p><b>5 points</b> will be awarded for leading each QI initiative in one of the areas up to a <b>maximum of 20 points.</b></p> <p>To facilitate evaluation of their bid, Bidders should include the following information for each project submitted: <i>(a) a short description of the project;</i> <i>(b) name of the proposed's physician client or employer;</i> <i>(c) at least one reference per project will can be contacted to confirm the experience claimed (with a current and valid telephone number and email address).</i></p>	<b>20 points</b>	
R5	<p>Points will be awarded, as follows, to the proposed physician for experience in assessing quality of care of other physicians' practices <b>up to a maximum of 15 points.</b></p> <p><b>10 points</b> will be awarded for acting as a physician assessor for a regulatory college.</p> <p><b>5 points</b> will be awarded for reviews of physician practices in a health care setting such as a Regional Health Authority, Hospital, Primary Care Network.</p>	<b>15 points</b>	



	<p>To facilitate evaluation of their bid, Bidders should include the following information for each project submitted:</p> <p>(a) a short description to support the above;</p> <p>(b) the name of the health care organization;</p> <p>(c) the start and end dates of the experience.</p> <p>(d) at least one reference per project will can be contacted to confirm the experience claimed (with a current and valid telephone number and email address).</p>		
R6	<p>Points will be awarded, as follows, to the proposed physician for their leadership experience <b>up to a maximum of 15 points.</b></p> <p><b>2.5 points</b> will be awarded for membership on a Board of Directors of Healthcare Organization.</p> <p><b>5 points</b> will be awarded for a minimum of five years as a Division Leader in a hospital or multidisciplinary healthcare program.</p> <p><b>10 points</b> will be awarded for a minimum of five years of experience within the last 10 years prior to the closing date of this solicitation as a Department Leader in a hospital or multidisciplinary healthcare organization.</p> <p><b>10 points</b> will be awarded for a minimum of five years of experience within the last 10 years prior to the closing date of this solicitation as a Program Leader or Director in a multidisciplinary program in a hospital or multidisciplinary healthcare organization.</p> <p><b>15 points</b> will be awarded for a minimum of five years of experience within the last 10 years prior to the closing date of this solicitation as a Chief of Staff or Vice President Medical Affairs or other Vice President position/s that are part of a Senior Management Team, in a hospital or multidisciplinary healthcare organization.</p>	<b>15 points</b>	
	Total # of points		
	Minimum Score Required: <b>70 points</b>	<b>/100</b>	



**ANNEX E**  
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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

For further information on the Federal Contractors Program for Employment Equity visit the Employment and Social Development Canada (ESDC) - Labour website.

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
  - A2. The Bidder certifies being a public sector employer.
  - A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
  - A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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



## ANNEX F - Insurance Requirements

### 1. Commercial General Liability Insurance:

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

- 2.1 Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy,



the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

### **3. Medical Malpractice Liability Insurance:**

- 3.1 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.
- a) The Contractor must obtain Medical Malpractice Liability Insurance in an amount of \$5,000,000.00 if the Contractor, or the Contractor's resource, is a member of the Canadian Medical Protective Association (CMPA).
  - b) The Contractor must obtain Medical Malpractice Liability Insurance in an amount of \$10,000,000.00 if the Contractor, or the Contractor's resource, is not a member of the Canadian Medical Protective Association (CMPA).
- 3.2 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.
- 3.3 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3.4 Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.





## Annex G - CSC – Medical By-Law



# CORRECTIONAL SERVICE CANADA

CHANGING LIVES. PROTECTING CANADIANS.



## Correctional Service Canada MEDICAL PRACTITIONER BY-LAWS

**Updated June 2021**

Previous Version: March 2021



## Annex H – National Essential Health Care Framework



# CORRECTIONAL SERVICE CANADA

CHANGING LIVES. PROTECTING CANADIANS.



## National Essential Health Care Framework

**REVISED** September 2, 2020

Reviewed and approved by NMAC September 24, 2020

Reviewed and approved by HSET October 8, 2020



**ANNEX I - COIN TOSS AGREEMENT**

**THIS AGREEMENT** made this \_ [insert day] \_\_\_ day of [insert month], 2021 by and between [insert full legal name] (“Bidder 1”)

**And**

[insert full legal name] (“Bidder 2”)

**And**

Her Majesty the Queen in Right of Canada, as represented by the Minister of Correctional Service Canada (“Canada”) **WHEREAS**, both Bidders submitted bids to the (CMOH) RFP.

**AND WHEREAS**, the scores of both Bidders were identical pursuant to the Basis of Selection.

**NOW THEREFORE**, in consideration of the payment of the sum of one dollar (\$1.00) to the Bidders by Canada, the receipt and sufficiency of which is hereby acknowledged, Bidder 1 and Bidder 2 and Canada hereby covenant and agree as follows:

1. The determination of which of Bidder 1 or Bidder 2 will be ranked first in the (CMOH) RFP will be by way of a single coin toss (the "Coin Toss").
2. Mrs. Nadine Pike, Senior Procurement Officer, employed with Correctional Service Canada, will execute the Coin Toss. In the event that Nadine Pike is unable or otherwise unavailable to execute the Coin Toss, Mrs. Elizabeth Wheeler, Manager, NHQ Contracting Operations, employed with Correctional Service Canada, will execute the Coin Toss.
3. The Coin Toss will be conducted as follows: a coin will be thrown into the air such that it rotates edge-over-edge several times. The coin may be caught; caught and inverted; or allowed to land on the ground. When the coin comes to rest, the toss is complete.
4. If the result of the Coin Toss is heads, Bidder 1 will be ranked first. If the result of the Coin Toss is tails, Bidder 2 will be ranked first.
5. Bidder 1 and Bidder 2 hereby release Canada from any and all claims arising from or relating to the Coin Toss. Bidder 1 and Bidder 2 will indemnify Canada against any and all claims which Bidder 1 and Bidder 2 or anyone else may make arising out of or connected in any way with the Coin Toss.

**IN WITNESS WHEREOF**, Bidder 1 and Bidder 2 and Canada hereto have caused this agreement to be executed by their duly authorized representatives as of this [insert day] day of [insert month] , 2021.

**HER MAJESTY THE QUEEN in Right of  
Canada, as represented by the Minister of  
Correctional Service Canada**

Per: \_\_\_\_\_

Name

**BIDDER 1**

Per: \_\_\_\_\_

Name:

Title:

I/We have the authority to bind the Corporation

**BIDDER 2**

Per: \_\_\_\_\_

Name:

Title:

I/We have the authority to bind the Corporation