



RETURN BID TO/ RETOURNER LES SOUMISSIONS À :

CBSA / ASFC
CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca
Attn : Glenn Tucker

**Request for Proposal
Demande de proposition**

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

Proposition à : l'Agence des services frontaliers du Canada (ASFC)

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
EN MATIÈRE DE SÉCURITÉ**

Issuing Office – Bureau de distribution

CBSA / ASFC
355 Ch. North River Road, 17th Floor – 17^{ième} étage
Ottawa ON K1A 0L8

Title — Sujet: CBSA - Medical Requirements for Removal	
Solicitation No. — N° de l'invitation 1000356877	Date: June 20, 2022

Solicitation Closes — L'invitation prend fin	Time Zone — Fuseau horaire
At /à: 2:00 pm (hours/heures) On/le : July 12, 2022	<input type="checkbox"/> EST (Eastern Standard Time)/ HNE (heure normale de l'Est) <input checked="" type="checkbox"/> EDT (Eastern Daylight Saving Time)/ HAE (heure avancée de l'Est)

F.O.B. — F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other — Autre: <input checked="" type="checkbox"/>
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Address Enquiries to — Adresser toutes questions à: All communications related to this solicitation must be sent to: EMAIL: CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca Attn: Glenn Tucker

Telephone No. — No de téléphone: 343-551-6791	FAX No. — No de télécopieur : N/A
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Destination - of Goods and or Services: Destination – des biens et ou services : Canada Border Services Agency (CBSA) — Agence des services frontaliers du Canada (ASFC)

Instructions: See Herein — Voir aux présentes

Delivery Required — Livraison exigée See herein — voir aux présentes	Delivery Offered — Livraison proposée
Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur:	
Telephone No. — No de téléphone:	FAX No. — No de télécopieur :

Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) — Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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THIS DOCUMENT HAS A SECURITY REQUIREMENT

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

2. Summary

- a) The CBSA requires the provision of medical services personnel to perform medical assessments prior to the removal of foreign nationals from Canada. See Annex "A" - Statement of Work herein.
- b) The period of the Contract will be for one (1) year from contract award, with an irrevocable option to extend the term of the Contract by up to four (4) additional twelve (12) month option period(s) under the same terms and conditions.
- c) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- d) Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.
- e) For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- f) The requirement is not subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).



- g) There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

3. Debriefings

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



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 twenty (120) days

1.1. Revision of Departmental Name

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of this contract shall be interpreted as a reference to the Canada Border Services Agency (CBSA), as the case may be, with the exception of the following clauses:

- a. Standard Clauses and Conditions; and
- b. Security Requirements.

1.2. In the [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, at Article 01 (2016-04-04) Integrity Provision - Bid:

Delete in its entirety.

2. Submission of Bids

Bids must be submitted only to CBSA Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

2.1. In the [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, at Article 05 (2018-05-22) Submission of Bids, subsection 2.d.:

Delete in its entirety.

2.2. In the [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, at Article 08 (2019-03-04) Transmission by Facsimile:

Delete in its entirety



3. Former Public Servant – Competitive Requirement

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 FPS, 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 FPS 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.
- c.

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



Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

Signature: _____ **Date:** _____



PART 3 - BID PREPARATION INSTRUCTIONS

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

Section I: Technical Bid (4 hard copies, and 1 soft copy on a CD)

Section II: Financial Bid (1 hard copy and 1 soft copy on a CD)

Section III: Certifications (1 hard copy)

Bidders are asked to clearly identify which packet they are bidding for.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Bidders are asked to provide one financial proposal per packet they are bidding on.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.



Section II: Financial Bid

- 1.1. Bidders must submit their financial bid in accordance with the Financial Proposal in Annex "I". Rates must be quoted in Canadian dollars.

Failure to do so will result in the bid being non-responsive.

1.2. Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Technical Evaluation

1.1.1. Mandatory Technical Criteria

Mandatory technical evaluation criteria are included in Annex H.

For the purpose of this Request for Proposal (RFP), Bidders must submit the following:

- Two (2) résumé for the Physicians;

for their bid to be deemed compliant.

1.2. Financial Evaluation

Bidders must submit their financial bid in accordance with the Annex I “Financial Proposal”.

Failure to do so will result in the bid being non-responsive and not considered further.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.

2. Basis of Selection – Mandatory Technical Criteria

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

The responsive bid with the lowest evaluated price will be recommended for award of a contract.



PART 5 – CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

1. Certifications Required Precedent to Contract Award

1.1 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from 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 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.



2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

Signature: _____ **Date:** _____

2.1.1 SACC Manual clause A3050T (2020-07-01) Canadian Content Definition

2.2 Status and Availability of Resources

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

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

Signature: _____ **Date:** _____

2.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature: _____ **Date:** _____



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

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 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7- 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;
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.
3. For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

Canada Border Services Agency (CBSA) - Security Requirements

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 7 - Resulting Contract Clauses;
 - b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses.



2. Canada will not delay the award of any contract to allow Bidders to obtain the required clearance.
3. For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.

In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

2. Insurance Requirements

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 E.

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.

3. Additional Licenses, Diplomas and Certificates

Bidders are encouraged to submit with their proposal, for each proposed resource, a completed signed original TBS 330-23 Form – Personnel Screening Consent and Authorization and copies of documents to support all requirements identified in the evaluation criteria.

If not included in their proposal, bidders must provide all requested documentation within 2 full working days from date of request. For example, if requested on Monday, certificates must be received on or before the following Thursday, 07:30am EST.

For clarity, resumes must be submitted at bid closing and may not be submitted under this provision.



PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1. General Conditions

2035 (2021-12-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

At Article 2035 41(2016-04-04) Integrity Provision – Contract

Delete in its entirety

2.2. Supplemental General Conditions

2.2.1. [4008](#) (2008-12-12) **Personal Information**, apply to and form part of the Contract

2.2.2. Replacement of Specific Individual(s)

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 relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The Contractor must provide the services of the individual(s) listed in Annex G – List of Resources, to perform the Work as stated in the Contract. The Contractor must keep Annex G – List of Resources, up-to-date and provide a current electronic copy of the file to the Contracting Authority and Project Authority.



The List of Resources in Annex G, must include the following:

- (a) Name of the resource;
- (b) Resource category;
- (c) Start date; and
- (d) End date, as applicable.

3. Security Requirement

3.1. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 1000356877

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, 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 site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
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)



4. Term of Contract

4.1. Period of the Contract

The Work is to be performed during the period of _____ (insert start date of Contract) to one (1) year after contract award.

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 four (4) additional twelve (12) month option period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

5. Authorities

5.1. Contracting Authority

The Contracting Authority for the Contract is:

Name: Glenn Tucker
Title: Senior Procurement Officer
Organization: Canada Border Services Agency
Address: 355 North River Road, Ottawa, ON K1A 0L8
Telephone: (343) 551-6791
E-mail address: Glenn.tucker@cbsa-asfc.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 determined)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

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



In its absence, the Project Authority is:

Name: _____
Title: _____
Organization: _____
Address: _____

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

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

5.3. Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

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

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1. Basis of Payment

7.1.1. Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a Firm Unit Price as specified in Annex B "Basis of Payment". Customs duties are included and Applicable Taxes are exempt.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.1.2. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$TBD. Customs duties are included and Applicable Taxes are exempt.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not



perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
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.

7.2. Terms of Payment - Monthly Payment

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

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

7.3. Discretionary Audit

1. The following are subject to government audit before or after payment is made:
 - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b. The accuracy of the Contractor's time recording system.
 - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
 - d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.



2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

8. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets for each Contractor personnel assigned to the contract, or a combination of summary time sheets that articulate the name and hours worked of each Contractor personnel, to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report; and
 - e. a current List of Resources (Annex G).
2. Invoices must be distributed as follows:
 - a. The electronic original must be forwarded to the following address for certification and payment.

By email: vendors-fournisseurs@cbsa-asfc.gc.ca
 - b. One (1) electronic copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications

9.1. Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9.2 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.



9.3 Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4008 (2008-12-12) Personal Information;
- (c) the general conditions 2035 (2021-12-02), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Federal Contractors Program for Employment Equity;
- (h) Annex E, Insurance Requirements;
- (i) Annex F, Non-Disclosure Agreement
- (j) Annex G, List of Resources
- (k) the Contractor's bid dated _____, (*insert date of bid*)

12. Foreign Nationals (Canadian Contractor)

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



13. Insurance – Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

14. Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

15. Non-disclosure Agreement

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



ANNEX "A"
STATEMENT OF WORK

**Medical Removal Requirements for the
Canada Border Services Agency**

The Parts are as follows:

Part 1: Background

Part 2: Medical Requirements for Removal

ACRONYMS AND GLOSSARY OF TERMS

Contractor

The incumbent of the Contract

Contractor personnel

Any person employed by the Contractor to perform the tasks related to the performance of this Contract.

ATIP	Access to Information and Privacy
CBSA	Canada Border Services Agency
IRB	Immigration and Refugee Board
IRCC	Immigration, Refugees and Citizenship Canada
IRPA	<i>Immigration and Refugee Protection Act</i>
POE	Port of Entry
MRR	Medical Requirements for Removal
IFHP	Interim Federal Health Program
IEO	CBSA Inland Enforcement Officer



PART 1 - BACKGROUND

1.0 BACKGROUND

Immigration, Refugees and Citizenship Canada (IRCC) and the Canada Border Services Agency (CBSA) share responsibility for the administration and enforcement of the *Immigration and Refugee Protection Act* (IRPA) and work collaboratively to achieve and balance the objectives of the immigration and refugee programs. Two of the IRPA's objectives are:

- To protect the health and safety of Canadians and to maintain the security of Canadian society; and
- To promote international justice and security by fostering respect for human rights and by denying access to Canadian territory to persons who are criminals or security risks.

The IRPA stipulates who is inadmissible to Canada, including: security threats (espionage, subversion, terrorism, threat to Canadians etc.), human or international rights violators, and criminals (including organized crime). Under the IRPA, the CBSA is empowered with the right to arrest, detain and remove foreign nationals who are found to be inadmissible to Canada. Removal is legislated to take place as soon as possible in a manner that protects the integrity of Canada's immigration continuum.

Detention is normally used at the beginning of the enforcement process when the identity of the person is not established or the person is believed to be a danger to the public and, at the end of the process when removal is imminent and the person is unlikely to appear for removal.

2.0 CBSA CLIENTELE

The CBSA categorizes foreign nationals as detained or released. The CBSA may only detain individuals where there is a legislative ground to do so, as defined above. The Contractor will be providing a service to individuals that fall under both the detained and released category, depending on the function/task being undertaken.

The scope of this contract is limited to requests for a medical assessment for the purpose of enforcing the IRPA. Medical assessments will be provided in regards to foreign nationals who are found to be inadmissible to Canada and are subject to a removal order that is in force. This contract excludes medical assessment for Canadian citizens within the meaning of the *Citizenship Act*, unless they are a dependant of a foreign national subject to removal from Canada.

3.0 MEDICAL REQUIREMENTS FOR REMOVAL

The CBSA has a statutory obligation under the *IRPA* to arrest, detain, and remove any foreign national who is inadmissible to Canada. Immigration removal is an integral part of the CBSA's security and public safety mandate.

Any foreign national who is inadmissible to Canada may be subject to an inadmissibility report, written by either a Border Services Officer at a Port of Entry (POE), or an Inland Enforcement Officer (IEOs) if the subject has entered Canada. Depending on the particular inadmissibility, a decision as to whether or not to issue a removal order will be made by a reviewing officer acting under the delegated authority of the Minister, or by the Immigration and Refugee Board (IRB).

Once a removal order has been issued, there are a number of requirements to be met prior to the enforcement of the removal order that are imbedded in the *IRPA*. For instance, all those subject to removal may file an application for judicial review before the Federal Court, accompanied by a stay motion, throughout the process. Once domestic obstacles are overcome, there remain a number of additional factors that may impede progress on finalizing cases.



Immigration legislation states that those under an enforceable removal order must be removed as soon as possible. An interview is convened to ensure that a travel document is available. Travel arrangements are made and can be as simple as driving someone to the Canada-US border or as complicated as chartering a plane when a person cannot be removed by commercial airliner. Decisions are made on whether the person needs to be escorted, whether there are medical considerations and what routing to take. If the routing requires transit in a third country, the authorities in the transiting country need to be notified. Once removal arrangements have been made, the individual is ready for removal from Canada.

Prior to removal, the CBSA must ensure that foreign nationals (both detained and released) are assessed in accordance with the Medical Requirements necessary for Removal (MRR). The MRR assessment is based on the individual's medical condition and/or requirements for removal. As CBSA IEOs are not trained in the medical profession, a licensed physician contracted to the CBSA must undertake MRR assessments to determine if any medical assistance is required for/during travel in accordance with the International Aviation Transport Association medical manual. Assessments are paper based and therefore no examination is required.

4.0 LOCATION OF WORK

The location out of which the Contractor's personnel will conduct MRR assessments must meet proper CBSA security protocols for housing and storing of protected information as per Part 2, Article 10.5 "*Carriage of Medical Records and Disclosure of Information*".

5.0 APPLICABLE DOCUMENTS

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

- A. [International Aviation Transport Association medical manual](#)
- B. Standards and professional ethics of the College of Physicians and Surgeons of Ontario (<http://www.cpso.on.ca>)

6.0 SCOPE OF WORK

The Scope of Work required for this contract is for MRR Assessments.

Part 2 will include the following subsections as they pertain to MRR assessments:

- General Requirements
- Staffing Requirements and Duties
- Medical Requirements for Removal Business Process
- Management Oversight and Administrative Specifications
- Medical Services Personnel Standards
- Medical Services Personnel Performance Standards



PART 2 - MEDICAL REQUIREMENTS FOR REMOVAL

7.0 GENERAL REQUIREMENTS

7.1 Medical Requirements for Removal

- a) The CBSA will undertake on average approximately 200 annual medical assessments prior to removal, whereby the recommendations of a licensed physician contracted by the CBSA are taken into consideration prior to effecting removal from Canada. This number is meant to represent a basis for this contract, however should not be interpreted to necessarily be the full requirement of the CBSA in terms of MRR assessments undertaken.
- b) The CBSA maintains the sole responsibility and accountability for removing foreign nationals under an enforceable removal order from Canada.
- c) Removals occur 24 hours per day, 7 days per week to countries all over the world.
- d) The Contractor's medical services personnel must, as directed by the CBSA, provide medical assessments on foreign nationals subject to an enforceable removal order, in order to determine if medical requirements are necessary for the removal to take place. The provision of medical assessments includes but is not limited to a general review of a foreign national's medical documentation and history as submitted by the foreign national (documented by the foreign national's medical professional and forwarded by the CBSA), a determination of the foreign national's medical needs for removal, and an identification of actions to be taken, if any, in order for a foreign national to be removed to a country of destination.
- e) If required and available, the medical services personnel will consult with a foreign national's medical professional, or other physicians and specialists, to determine appropriate medical needs and make a recommendation to the CBSA on the medical requirements for removal.
- f) The Contractor's medical services personnel must be available to provide an MRR within 48 hours of receipt of a request (based on standard working hours).

Further tasks and processes related to medical services functions of each medical services personnel are provided in Article 8.3 "*Medical Services Personnel Tasks and Duties*".

7.2 MRR Volume

The Contractor must be prepared to process approximately 200 MRR assessment requests per year, which is an average based on CBSA's historical volumes. This figure is a guideline only, and the Contractor is required to ensure all MRR assessments are processed according to the service standard.

7.3 MRR Assessment Service Standard

The Contractor must ensure that MRR assessments are completed and provided to the CBSA within 48 hours of receipt of request for released cases (based on standard working hours).

MRR assessments for detained cases must be completed as soon as possible and no later than 24 hours of receipt of the request.



8.0 STAFFING REQUIREMENTS AND DUTIES

8.1 Overall Medical Services Personnel Coverage

The Contractor will ensure that MRR assessments will be provided by a minimum of one (1) licensed physician.

The Contractor must provide the coverage as articulated below. The Contractor may provide the services of more than one specified health professional in order to meet such coverage.

8.1.1 Physician Coverage

- a) A physician must be available Monday to Friday, from 8:00 am to 4:00 pm Eastern time with the exception of statutory holidays (based on standard working hours).
- b) Location of work is at the discretion of the physician(s), in consultation with the Contractor, provided that the requirements of this Contract are met.

8.2 Medical Services Personnel Qualifications

8.2.1 Physician Qualifications

- a) The physician(s) must be and remain qualified and entitled to practice in at least one Canadian Province or Territory, as agreed to by the CBSA and the Contractor. The Contract does not require the physician(s) to be physically present to conduct medical assessments of foreign nationals and therefore the CBSA may accept accreditation in any Province or Territory, provided that is the Province in which the physician(s) operates his or her practice.
- b) The physician(s) must provide proof of valid professional liability insurance according to the requirements of the Canadian Medical Protective Association.
- c) The physician(s) must conduct himself or herself at all times in accordance with the standards of practice and professional code of conduct and ethics of the College of Physicians and Surgeons of Ontario or other appropriate provincial jurisdiction.
- d) The physician(s) must demonstrate previous experience in the analysis, interpretation and assessment of medical documentation.
- e) The physician(s) must demonstrate previous experience in providing functional advice, direction and medical expertise.
- f) The physician(s) must demonstrate previous experience developing recommendations, presentations, preparing reports or briefings.



8.3 Medical Services Personnel Tasks and Duties

8.3.1 Physician Tasks

The physician(s) must undertake medical tasks which include, but are not limited to:

- a) Receive requests for MRR assessments from the CBSA and undertake a full analysis of a foreign national's medical file as provided.
- b) Where required, the physician(s) will seek additional information from the foreign national's medical professional, should additional information be required to finalize the assessment.
- c) Where required, the physician(s) will consult with and obtain information and documentation from Canadian and international sources to assist in the issuance of an MRR assessment.
- d) Where required, the physician(s) will consult with other medical professionals as deemed appropriate in making a fulsome assessment and recommendation on an MRR assessment. This may include contacting specialists as they relate to various medical issues and diagnoses.
- e) The physician(s) will identify medical conditions and finalize an MRR assessment on the necessity, if any, for medical requirements in accordance with the International Aviation Transport Association medical manual (<http://www.iata.org/publications/Pages/medical-manual.aspx>) to facilitate the removal of the said foreign national on board an airplane.
- f) Where necessary, and as requested by the CBSA or the Department of Justice, the physician(s) must assist in preparing affidavits in regards to the MRR assessments and recommendations that he or she provided to the CBSA.
- g) As requested by the CBSA, the physician(s) must contribute to the development or revision of manuals, information packages, forms, and guidelines in relation to MRR assessments in order to ensure that the process is clear, efficient, and transparent.
- h) Where necessary, the physician(s) must complete airline "fitness to fly" forms or any other documents that may be necessary to describe the foreign national's fitness to fly.
- i) When necessary, the physician(s) may be asked to undertake further analysis following an MRR assessment should the foreign national provide additional information to be assessed prior to removal.
- j) When necessary, the physician(s) may be called to provide additional information/assessments on a case resulting from inquiries from regional CBSA officers.

The physician(s) must undertake administrative tasks which include, but are not limited to:

- a) Work at all times under the professional authority of the Contractor.
- b) Maintain documented files with respect to all MRR assessments requested and provided to the CBSA.
- c) Maintain a computerized log of all MRR assessments, which include at a minimum, the date of the request, date of the recommendation, name of foreign national, universal client identification number, and resultant recommendation.



9.0 MEDICAL REQUIREMENTS FOR REMOVAL BUSINESS PROCESS

The following represents the basic business process by which MRR assessments will be received, reviewed, determined and delivered between the CBSA and the contracted medical services personnel. Additional steps may be added or required as needed by the CBSA.

As the CBSA will send the MRR request via encrypted email to the MRR contractor, the contractor must use an encryption device to transmit all information electronically to the CBSA.

1. The *physician(s)* will review all documents received from the foreign national and their medical professional, including any medical documentation submitted in the request for MRR assessments.
2. The *physician(s)* will enter the MRR request and all relevant information into the MRR tracking log. If necessary, the *physician(s)* will request additional information from the CBSA via encrypted email.
3. The *physician(s)* may contact the foreign national's medical professional should additional information be required to finalize the MRR assessment.
4. The *physician(s)* will file telephone call notes in the foreign national's file.
5. The *physician(s)* will undertake extra case work resulting from inquiries from the CBSA.
6. The *physician(s)* will update the tracking log when information is received from the CBSA or a third party.
7. The *physician(s)* will consult with and obtain information and documentation from Canadian and international sources to assist in the issuance of an MRR assessment, when required.
8. The *physician(s)* will consult with medical professionals regarding medical reports when required.
9. The *physician(s)* will identify medical conditions and finalize the MRR assessment on the necessity, if any, for medical requirements as per the International Aviation Transport Association medical manual to facilitate removal.
10. The *physician(s)* will update the tracking log with the MRR assessment results and file the written report.
11. The *physician(s)* will provide the CBSA with the MRR assessment via encrypted email.

The final decision on the MRR to be used during removal rests with the CBSA officer.

10.0 MANAGEMENT OVERSIGHT AND ADMINISTRATIVE SPECIFICATIONS

10.1 Management Oversight for Medical Requirements for Removal

Prior to the start date of the Contract, the Contractor must submit in writing to the CBSA the name of one (1) management representative and one (1) alternate who is authorized to act for the Contractor in every detail at all times. This person must be made available, at no extra cost to the CBSA, for impromptu meetings at the CBSA's request within one (1) business days' notice, and must also be available for regularly scheduled meetings upon the request of the CBSA. This person may or may not be one of the medical services personnel proposed under this Contract. These meetings may be requested in person or via teleconference.



The Contractor must provide management oversight for all medical services personnel and ensure their compliance to all tasks outlined under this SOW as it pertains to assessments for medical requirements for removal.

10.2 Back-Up Support

The Contractor must provide a licensed physician that meets all requirements under this Contract as back-up support for illness, holidays and/or other absences.

When back-up support is required, the Contractor must provide it within four (4) hours' notice.

The Contractor must expect that occasionally, emergencies or other unforeseen situations or pre-planned special projects may require additional medical services personnel beyond the level of the base number. It is the CBSA's expectation and a requirement of this Contract that the Contractor be prepared at all times to provide additional personnel, as may have been provided for in the Contractor's bid submission, to cover any of these extra responsibilities.

10.3 Provisions for Additional Coverage

The Contractor must remain aware that the number of MRR assessments may fluctuate on a daily basis. At the request of the CBSA, the Contractor must adjust coverage to meet the fluctuation.

10.4 Administration of Medical Services Contract

The Contractor will meet with the CBSA Headquarters on a quarterly basis. The purpose will be to discuss operational issues, identify gaps, and review processes with respect to assessments for medical requirements for removal, in order to ensure proper and consistent contract management as well as ensure operational effectiveness. All meetings will be held via teleconferences or as agreed to between the CBSA and the Contractor in person at a CBSA office, and will not be more than half a day.

The CBSA may request the presence of medical services personnel at these meetings, as appropriate.

10.5 Carriage of Medical Records and Disclosure of Information

All medical records must be maintained in accordance with the standards of the College of Physicians and Surgeons of Ontario (or other Canadian province as appropriate), which includes, where appropriate, the eventual destruction of records.

The Contractor must additionally retain and maintain medical records in accordance with CBSA Security and classification protocols.

All records created or information collected by the medical services personnel must not, at any time, be used for any other purpose other than what is stated under this contract, unless otherwise authorized or directed by the CBSA. The CBSA may audit the security protocols of the Contractor at any time.

Sub-section 3(k) of the definition of personal information in the *Privacy Act*, states that the name of the individual who is or was performing services under a contract for a government institution is not personal information. As a result, the identities of staff working on assessments for medical requirements for removal may be available to the public if a request is made.

10.6 Tracking Time and Invoicing

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



The Contractor must provide to the CBSA a signed time sheet for each resource assigned under the Contract for each reporting period. This time sheet must log the hours worked for each case for the respective reporting period. The CBSA must be able to cross reference, for audit purposes the cases submitted on the time sheet.

With the monthly time sheets and invoices, the Contractor must provide a copy of the log listing all MRR assessments received and completed including the name and Universal Client Identification number of each foreign national, and hours worked on each case by the physician.

11.0 MEDICAL SERVICES PERSONNEL STANDARDS

11.1 Professional Registration and Insurance

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

11.2 Language Capability

The physician(s) must be fluently bilingual in French and English, written and spoken.

The physician(s) must provide the CBSA with MRR assessments in the language requested by the CBSA.

11.3 Code of Conduct

The Contractor and its personnel are expected to respect the spirit of the Values and Ethics Code for the Public Service and the Treasury Board of Canada Secretariat (TBS) Code of Conduct both on and off duty.

The Contractor must ensure that a process exists to ensure that all medical services personnel disclose having a potential employment conflict of interest, which is defined as having private interests that could improperly influence the performance of his or her official duties and responsibilities, or which the individual uses for his or her personal gain. Some examples of such a conflict of interest include, but are not limited to the following: an individual working at the Toronto IHC has family, relatives, friends or associates that are under enforcement action under IRPA, or has an application related to immigration status under IRPA such as a sponsorship or appeal to the IRB, or an application at the CBSA or IRCC office outside Canada, or any other situation where a real or perceived conflict may arise. The Contractor must advise the CBSA of the method of disclosure it puts in place, and advise the CBSA of any disclosures so made to the Contractor.

The Contractor must inform the CBSA when medical services personnel are being investigated by the police, charged or is/has been detained.

All medical services personnel must sign the "Non-Disclosure" as provided in Annex F.

11.4 Personnel Suitability and Acceptability by the CBSA

If any of the medical services personnel are subsequently considered by the CBSA to be unsuitable due to performance or not meeting the specifications of the contract, upon notification from the CBSA, the Contractor must immediately remove and replace them with personnel acceptable to the CBSA.

The CBSA reserves the right to determine the suitability for assignment, and if so desired, have any personnel removed from the contract.

Any failure to comply with the requirements of this Contract may result in default.



Refer to Article 12.3 “*Replacement of Personnel based on Poor Performance*” for additional information related to the rejection or removal of personnel for non-compliance.

12.0 MEDICAL SERVICES PERSONNEL PERFORMANCE STANDARDS

The CBSA will ensure service standards are met by the Contractor and the medical services personnel.

12.1 Performance Evaluation

Without restricting any other rights of Canada, the Contractor's performance, and that of medical services personnel will be evaluated by the review of the following by the CBSA:

- a) Response time (whether MRR assessments are made within the agreed upon 48 hours (released) or under 24 hours (detained or urgent request) from the date of the request).
- b) Any complaints received from the CBSA addressed with the Contractor.
- c) Work performance, i.e., quality and consistency of reports.
- d) Other inspections for irregularities in operational management, as required.

The CBSA will immediately alert the Contractor of any critical deficiencies found by the CBSA as a result of the above noted inspections, and the Contractor must take immediate remedial action to correct these deficiencies to CBSA's satisfaction within 48 hours.

12.2 Performance Issues with Medical Services Personnel

The Contractor is expected to address performance-related issues directly with their medical services personnel in a timely manner and must advise the CBSA within 48 hours of actions taken to remedy issues.

Performance-related issues that cannot be resolved by the Contractor are to be brought to the attention of the CBSA.

12.3 Replacement of Personnel Based on Poor Performance

The following conditions will be cause for an immediate request by the CBSA for the removal or replacement of medical services personnel from work assignments under this Contract:

- a) Substance dependence or other addiction for which the individual has not received or is not in the process of receiving treatment, i.e., active use;
- b) Emotional instability or mental disorders which are untreated or the individual chooses not to seek treatment for;
- c) Conviction for a criminal offense for which a pardon has not been granted;
- d) Persistent performance problems;
- e) Serious misconduct;
- f) Failure to follow required procedures as specified in this contract;
- g) Inadequate training or experience;
- h) Unacceptable licensing or loss of a license;
- i) Failure to maintain required certifications or licensing;
- j) Consuming alcohol or other illegal substances while on duty; and
- k) Infractions of a serious nature that would be governed by an expected Code of Conduct.



If it is determined that a medical resource will be replaced, the following process should be undertaken:

- a) The Contractor must send a copy of the proposed replacement personnel's resume, alongside confirmation that they meet the mandatory technical evaluation criteria of the contract, to the CBSA Contracting Authority and Project Authority;
- b) The CBSA Project Authority will perform and document the technical evaluation of the proposed resource;
- c) If the resource is deemed to have met the requirements of the contract, CBSA security clearance will be initiated by the Contracting Authority.

No replacement personnel are to begin work under this contract until the above process is completed and security clearance has been granted by the Contracting Authority.



**ANNEX “B”
BASIS OF PAYMENT**

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

For the provision of Medical Services for Medical Requirements for Removal as described in Annex A, Statement of Work, the Contractor shall be paid **Firm Unit Price** below in the performance of this Contract, HST is exempt.

1.0 Firm Unit Price– Assessments for Medical Requirements for Removal

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit price per hour, as per Tables 1 - 5.

Contract Year (12 months) – [To be inserted at contract award](#)

TABLE 1		
*Estimated number of Assessments	Firm Unit Price	Total
(A)	(B)	C = A x B
200	\$ TBD	\$ TBD

* The number of assessments is an estimate only and does not represent a commitment on the part of Canada to purchase services in these amounts.



1.1 Options to Extend the Contract Period:

Subject to the exercise of the Contract option to extend the Contract period in accordance with Article 4.2 of the original contract, Option to Extend Contract, the Contractor shall be paid the Firm Unit Price, in accordance with the following table, HST is exempt, to complete all Work and services required to be performed in relation to the Contract extension.

Option Period 1 (12 months): [To be inserted at contract award](#)

TABLE 2		
*Estimated number of Assessments	Firm Unit Price	Total
(A)	(B)	C = A x B
200	\$ TBD	\$ TBD

* The number of assessments is an estimate only and does not represent a commitment on the part of Canada to purchase services in these amounts.

Option Period 2 (12 months): [To be inserted at contract award](#)

TABLE 3		
*Estimated number of Assessments	Firm Unit Price	Total
(A)	(B)	C = A x B
200	\$ TBD	\$ TBD

* The number of assessments is an estimate only and does not represent a commitment on the part of Canada to purchase services in these amounts.

Option Period 3 (12 months): [To be inserted at contract award](#)

TABLE 4		
*Estimated number of Assessments	Firm Unit Price	Total
(A)	(B)	C = A x B
200	\$ TBD	\$ TBD

* The number of assessments is an estimate only and does not represent a commitment on the part of Canada to purchase services in these amounts.

Option Period 4 (12 months): [To be inserted at contract award](#)

TABLE 5		
*Estimated number of Assessments	Firm Unit Price	Total
(A)	(B)	C = A x B
200	\$ TBD	\$ TBD

* The number of assessments is an estimate only and does not represent a commitment on the part of Canada to purchase services in these amounts.

All payments are subject to government audit.



ANNEX "C"
SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 100035687
Security Classification / Classification de sécurité Unclassified

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Canada Border Services Agency	2. Branch or Directorate / Direction générale ou Direction Intelligence and Enforcement
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 The CBSA requires the services of professional medical services to conduct medical assessments for foreign nationals who are found to be inadmissible to Canada and are subject to a removal order that is in force, to determine if the foreign national has any medical requirements for their removal from Canada. This contract excludes medical assessments for Canadian citizens within the meaning of the Citizenship Act, unless they are a dependant of a foreign national subject to removal from Canada.	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	
	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
	SECRET / SECRET <input type="checkbox"/>
	TOP SECRET / TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Government of Canada / Gouvernement du Canada

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? 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? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Non Oui

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

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

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

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

Special comments:
 Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work? No Yes
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? Non Oui
 If Yes, will unscreened personnel be escorted? No Yes
 Dans l'affirmative, le personnel en question sera-t-il escorté? Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? No Yes
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets? No Yes
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? 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? No Yes
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? 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? No Yes
 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? Non Oui

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



Contract Number / Numéro du contrat 100035687
Security Classification / Classification de sécurité Unclassified

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			SECRET	TOP SECRET / TRÈS SECRET
											A	B	C		
Information / Assets / Renseignements / Biens / Production		✓													
IT Media / Support TI / IT Link / Lien électronique		✓													

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



**ANNEX "D" to PART 5 - BID SOLICITATION
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

Signature: _____ **Date:** _____



ANNEX "E" **INSURANCE REQUIREMENTS**

E.1 G2004C (2018-06-21) - Medical Malpractice Liability Insurance

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.
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. 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.
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.

E. 2 G2001C (2018-06-21) - Commercial General Liability Insurance

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.
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 Public Works and Government Services 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.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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



**ANNEX "F"
NON-DISCLOSURE AGREEMENT**

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

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Date



ANNEX "H" EVALUATION CRITERIA

Evaluation Disclaimer

The Technical Evaluation of the proposals will be performed in one (1) phase as follows:

Evaluation Phase 1: Mandatory Technical Criteria

The mandatory criteria will be evaluated on a "Met/Not Met" (i.e. compliant/non-compliant) basis. Proposals must demonstrate compliance with the mandatory requirement and must provide the necessary documentation to support a determination of compliance. Proposals that fail to meet the mandatory requirements will be deemed non-compliant and will be given no further consideration.

The Bidder must clearly demonstrate how the proposed resources meet the technical criteria and should submit the necessary documentation in their bid to support compliance with the technical requirements detailed below. Should the bidder fail to submit the necessary documentation to support compliance with the technical criteria, CBSA will allow 48 hours upon request to produce these documents to be deemed compliant.

Merely stating the experience is not sufficient and the proposal will be scored accordingly.

Bidders should refer to related tasks and activities as identified in the Statement of Work to define how the proposed resources meet the evaluation criteria.

Example: If the evaluation criteria demands experience in gathering, analyzing and validating findings, it is not sufficient just to state the resource has experience gathering, analyzing and validating findings. The experience should be demonstrated and a reference made to where (specific location) in the résumé the corroborating information can be located in the manner indicated above.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation. The bidder should provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained.

***Definition of a BIDDER:** Person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the bidder, or its subcontractors.



EVALUATION PHASE 1 - MANDATORY TECHNICAL CRITERIA

Criterion Reference	Mandatory Criteria	Cross reference to proposal
<p>M.1. PROFILE AND EXPERIENCE OF THE PHYSICIANS</p> <p>The Bidder must submit two (2) resumes for the two (2) Licensed Physicians proposed under this Contract and meet all of the criteria (M1.1. to M.1.5.) listed below.</p> <p>The bidder should indicate who will be the primary physician and back-up support physician (refer to Section 10.2 of Annex A) proposed under this contract.</p>		
M.1.1.	The Physicians must provide proof of license to practice as a physician in at least one Province or Territory in Canada.	
M.1.2.	The Physicians must provide proof of valid professional liability insurance according to the requirements of the Canadian Medical Protective Association (https://www.cmpa-acpm.ca/home).	
M.1.3.	The Physicians must demonstrate previous experience in the analysis, interpretation and assessment of medical documentation.	
M.1.4.	The Physicians must demonstrate previous experience in providing functional advice, direction and medical expertise.	
M.1.5.	The Physicians must demonstrate previous experience developing recommendations, presentations, preparing reports or briefings.	
M.2.	<p>The Bidder must submit two (2) references for each proposed resource. The following must be provided for each reference:</p> <ul style="list-style-type: none"> • Name of firm/person and address; • Contact information; • Location where services were provided; and • Relationship to Bidder and period of service. 	



Annex "I"
FINANCIAL EVALUATION OF PROPOSAL (PRICING TABLE)

The Bidder should complete these pricing tables and include it in its financial bid.

For Evaluation purposes, levels of service indicated in Table 1 to 5, must not be altered.

The CBSA will use the combined Total Estimated Cost of Table 1 to 5 for the purposes of the financial evaluation of the proposal. The number of hours/week and assessments are estimates for financial evaluation purposes only and does not represent a commitment on the part of Canada to purchase services in these amounts.

As a minimum, the Bidder must respond to these pricing tables by inserting in its financial bid for each of the periods specified below its quoted Firm Hourly Rate and Firm Unit Price (in CAD \$) excluding all taxes for the service identified in Annex A – Statement of Work.

1.0 Firm Unit Price– Assessments for Medical Requirements for Removal

Contract Year (12 months) –

TABLE 1
*Estimated number of Assessments (A) 200
Firm Unit Price (B) \$
Total C = A x B \$

Option Period 1 (12 months) -

TABLE 2
*Estimated number of Assessments (A) 200
Firm Unit Price (B) \$
Total C = A x B \$

Option Period 2 (12 months) -

TABLE 3
*Estimated number of Assessments (A) 200
Firm Unit Price (B) \$
Total C = A x B \$

Option Period 3 (12 months) -

TABLE 4
*Estimated number of Assessments (A) 200
Firm Unit Price (B) \$
Total C = A x B \$

Option Period 4 (12 months) -

TABLE 5
*Estimated number of Assessments (A) 200
Firm Unit Price (B) \$
Total C = A x B \$



BID CALCULATION SUMMARY:

Table 1 – Total	\$
Table 2 – Total	\$
Table 3 – Total	\$
Table 4 – Total	\$
Table 5 – Total	\$
TOTAL BID VALUE	\$