Correctional Service Canada Service correctionnel Canada

## **RETURN BIDS TO:**

# **RETOURNER LES SOUMISSIONS À:**

Bid Receiving - Réception des soumissions:

Regional Contracting and Materiel Services / Régional de Contrats et de gestion du Matériel

Ontario Region / Region de l'Ontario

Correctional Service of Canada / Service correctionnel du Canada <u>GEN-ONTContractingBidSubmissions/Soumissionsdecontrats@CSC-SCC.GC.CA</u>

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

# Proposal to: Correctional Service Canada – Proposition à: Service Correctionnel du Canada

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

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 :

Vendor/Firm Name and Address —

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

Raison sociale et adresse du fournisseur/o	e l'entrepreneur :
Telephone # — N° de Téléphone :	
Fax # — No de télécopieur :	
Email / Courriel :	_
GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :	

Title — Sujet:		
Dental Services Solicitation No. — Nº. de	Date:	
l'invitation	Dute.	
21401-27-4158012	September 22, 2022	
Client Reference No. — Nº. o	le Référence du Client	
GETS Reference No. — Nº. o	le Référence de SEAG	
Solicitation Closes — L'invit	ation prend fin	
at /à : 1400hrs EST		
on / le: Friday, October 28,	2022	
F.O.B. — F.A.B.	t'ann Othan	
Plant – Usine: Destina Autre:	tion: Other-	
Address Enquiries to — Sou	mettre toutes	
questions à:		
Danielle Murdoch, A/Regional C E-mail: danielle.murdoch@csc-s		
	T. T	
Telephone No. – N° de	Fax No. – N° de	
téléphone:	télécopieur:	
343-422-4831		
Destination of Goods, Services Destination des biens, services		
Bath, Millhaven, Warkworth, and		
Instructions: See Herein		
Instructions : Voir aux présente	S	
Delivery Required — Livraison	Delivery Offered –	
exigée : See herein	Livraison proposée : Voir aux présentes	
Name and title of person author	·	
Vendor/Firm	oć du fournicoour/do	
Nom et titre du signataire autor l'entrepreneur	se au fournisseur/ae	
Name / Nom	Title / Titre	
Signature	Date	
	Sala da Calmana a a a a da /	
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la		
proposition)		
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# **PART 1 - GENERAL INFORMATION**

# 1. Security Requirement

- 1.1 Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 6
     Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 1.3 For additional information on security requirements, Bidders should refer to the <u>Contract</u> Security Program (CSP) of Public Works and Government Services Canada website.
- 1. 4 Bidders should complete the Contract Security Program Application for Registration Form (AFR), at Annex G, and submit it with their bid but may submit it afterwards. If the AFR is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the AFR within the time frame provided will render the bid non-responsive.

# 2. Statement of Work

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

# 3. Revision of Departmental Name

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

# 4. Debriefings

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

#### 5. Procurement Ombudsman

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



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

# 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> 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 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### 2. Submission of Bids

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

For bids submitted by email, Canada will delete bids delivered after the stipulated solicitation closing date and time. Canada will keep records documenting receipt of late bids by email.

Canada will not accept any delayed bids.

- a. Unless specified otherwise in the solicitation, Bidders must submit their bid to the CSC bid submission email address indicated on page 1 of the bid solicitation document. This email address is the only acceptable email address for Bidders to submit their bid in response to this bid solicitation.
- b. Bidders may transmit their bid at any time prior to the solicitation closing date and time.
- c. Bidders should include the bid solicitation number in the subject field of their email.
- Canada will not be responsible for any failure attributable to the transmission or receipt of the bid by email including, but not limited to, the following:
  - i. Receipt of a garbled, corrupted or incomplete bid;
  - ii. Availability or condition of the email service;
  - iii. Incompatibility between the sending and receiving equipment;
  - iv. Delay in transmission or receipt of the bid;
  - v. Failure of the Bidder to properly identify the bid:
  - vi. Illegibility of the bid;
  - vii. Security of bid data;
  - viii. Failure of the Bidder to send the bid to the correct email address;
  - ix. Connectivity issues; or
  - x. Email attachments that are blocked or not received even though the Bidder's email has been successfully delivered.
- e. CSC will send an acknowledgement of receipt of the Bidder's email by email from the email address provided for the submission of bids. This acknowledgement will confirm only the receipt of the Bidder's email and will not confirm if all of the Bidder's email attachments have

been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Bidders requesting confirmation of attachments.

- f. Bidders must ensure they are using the correct email address for bid submission and should not rely on the accuracy of copying and pasting the email address from the solicitation document cover page.
- g. A bid transmitted by a Bidder to the CSC submission email address constitutes the Bidder's formal bid, and must be submitted in accordance with section 05 of 2003, Standard Instructions – Goods or Services – Competitive Requirements.
- h. Bidders are to note that CSC's email system has a limit of 10 MB per single email message. CSC's email system will reject emails with the following attachments: batch files, executable files, and image files in the following formats: JPEG, GIF, TIFF. Canada will not accept encrypted emails or emails that include attachments with passwords.

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

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

#### 3. Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum

payment period does not include the period of severance pay, which is measured in a like manner.

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

# Former Public Servant in Receipt of a Pension

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

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

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

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

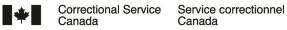
# **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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



# 4. Enquiries – Bid Solicitation

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

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

# 5. Applicable Laws

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

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



#### PART 3 - BID PREPARATION INSTRUCTIONS

# 1. Bid Preparation Instructions

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

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

Section II: Financial Bid: one (1) electronic copy in PDF format

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

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

Bidders should submit their technical bid and financial bid in two (2) separate documents.

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

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, the Policy on Green Procurement. To assist Canada in reaching its objectives, bidders should:

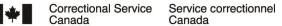
- Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.);
   and
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.).

# 2. Section I: Technical Bid

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

### 3. Section II: Financial Bid

- 3.1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Annex B Proposed Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.
- 3.1.2 Bidders must submit their rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
- 3.1.3 The rates specified in the financial proposal, when quoted by the Bidder, <u>must include</u> provision of all of the services described in Annex A Statement of Work, including the total estimated cost of all travel and living expenses that may need to be incurred for:
  - a. work described in Annex A, Statement of Work, of the bid solicitation required to be performed at the Institution indicated under 3. Objective.
  - b. travel between the successful bidder's place of business and the Institution; and
  - c. the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.



- 3.1.4 The rates specified in the financial proposal, when quoted by the bidder, <u>must not include</u> the cost of the supplies and equipment required to provide dental services to CSC inmates (see Annex A, statement of work, article 15. Support to Contractor).
- 3.1.5 When preparing their financial bid, bidders should review clause 1.2, Financial Evaluation, of Part 4.
- 3.1.6 The Bidder's all-inclusive hourly rates in response to the RFP and resulting contract(s) will apply to where the Work is to be performed as specified in the RFP and the resulting contract(s).

# 3.1 Exchange Rate Fluctuation

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

# 4. Section III: Certifications

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

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

#### 1. Evaluation Procedures

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

# 1.1 Technical Evaluation

# 1.1.1 Mandatory Technical Criteria

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

#### 1.2 Financial Evaluation

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

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

#### 2. Basis of Selection

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

# 3. Insurance Requirements

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

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

#### 1. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

# 1.1 Integrity Provisions – Declaration of Convicted Offenses

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

# 1.2 Integrity Provisions - Required documentation

- (a) List of names: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:
- Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:	
	-
OR	
☐ The Bidder is a partnership	
B : 4	

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

## 1.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) – Labour's website.

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

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

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

# 1.4 Status and Availability of Resources

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

# 1.5 Language Requirements - English



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

# 1.6 Education and Experience

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

# 1.7 Rate Certification

The Bidder certifies that the rate proposed:

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

# 1.8 Licensing Certification

The Contractor must hold a current license in good standing with the provincial licensing body for dentists in the Province(s) where the work will be performed for the duration of the contract. The Contractor must provide a copy of the license(s) to the Contracting Authority when requested to do so.

#### PART 6 - RESULTING CONTRACT CLAUSES

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

# 1. Security Requirement

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

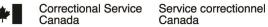
# CSC Approved Health Services Exemption for the Removal, Offsite Storage and Electronic Data Processing of Offender Personal Medical Information under CSC issued contracts.

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

# 2. Statement of Work

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

# 3. Standard Clauses and Conditions



All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

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

# 3.1 General Conditions

2010B (2022-01-28), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

## 3.2 Supplemental General Conditions

4013 (2021-11-29) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules – apply to and form part of the contract

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

# 3.3 Replacement of Specific Individuals

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

### 4. Term of Contract

#### 4.1 Period of the Contract

The Work is to be performed during the period of January 1, 2023 to December 31, 2024.

# 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one year periods under the same conditions. The Contractor agrees that,

during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor 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: Danielle Murdoch

Title: A/Regional Contract Administrator

Correctional Service Canada Branch/Directorate: Ontario Region

Telephone: (343) 422-4831 Facsimile: (613) 536-4571

E-mail address: danielle.murdoch@csc-scc.gc.ca

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

# 5.2 Project Authority

The Project Authority for the Contract is:

Name:

Title:

Correctional Service Canada

Branch/Directorate:

Telephone:
Facsimile:
E-mail address:

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

# 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

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



Canada 6. Payment

# 6.1 Basis of Payment - Firm Hourly Rates

The Contractor will be paid firm hourly rates detailed in accordance with Annex B – Basis of Payment for work performed in accordance with the contract. Custom duties are excluded and Applicable taxes are extra.

# 6.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_\_.
   Customs duties are excluded and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 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.

# 6.3 Monthly Payment

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

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

# 6.4 SACC Manual Clauses

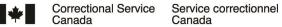
SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification SACC Manual clause C0705C (2010-01-11), Discretionary Audit

#### 6.5 Travel and Living Expenses

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

# 6.6 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):



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

# 7. Invoicing Instructions

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

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

Manager Health, Rehabilitation Programs and Services Krista Fraser Bath Institution 5775 Bath Road P.O. Box 1500 Bath, ON K0H 1G0

# 8. Certifications and Additional Information

# 8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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

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

# 9. Applicable Laws

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

# 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4013 Compliance with On-Site Measures, Standing Orders, Policies, and Rules;
- (c) the General Conditions 2010B (2022-01-28), Professional Services (Medium Complexity);



- (d) Annex A, Statement of Workt;
- (e) Annex B, Basis of Payment:
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated \_\_\_\_\_

# 11. Insurance Requirements

- 11.1 The Contractor must comply with the insurance requirements specified in Annex E Insurance Requirements. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 11.2 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 11.3 The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

# 12. Liability

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

### 13. Ownership Control

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

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

# 14. Closure of Government Facilities

- 14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

# 15. Tuberculosis Testing

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

# 16. Compliance with CSC Policies

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

# 17. Health and Labour Conditions

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

# 18. Identification Protocol Responsibilities

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

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

# 19. Dispute Resolution Services

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

# 20. Contract Administration

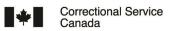
The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration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

# 21. Proactive Disclosure of Contracts with Former Public Servants

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

# 22. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the



Service correctionnel Canada

applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: www.bit.do/CSC-EN.

#### Service correctionnel Canada

## ANNEX A - Statement of Work

# 1. Introduction:

1.1 The Correctional Service Canada (CSC), Health Services requires Dental services for Millhaven, Bath, and Warkworth Institutions, as well as the Joyceville Complex Institutions in the Ontario Region. The Contractor will provide Dental services to inmates and collaborate with the institution's multi-disciplinary health services team that includes but is not limited to, Nurses, Institutional Physicians, Psychologists, Dietitians and other allied health professionals.

# 2. Background:

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

## 3. Objective:

3.1 Provide and coordinate essential dental services to inmates at Millhaven, Bath and Warkworth Institutions, as well as the Joyceville and Complex Institutions in the Ontario Region.

# 4. Performance Standards:

4.1 The Contractor must provide dental services that respect gender, cultural, religious and linguistic differences, and are responsive to the special needs of women and Aboriginal people.

# 4.2 Dental Care:

The Contractor must provide primary dental care, including x-rays and health promotion, to inmates that complies with relevant federal legislation, provincial standards and CSC policies and guidelines.

4.3 Compliance with provincial/national dental guidelines.

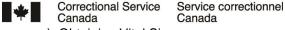
The Contractor is expected to consult with the Manager Heath, Rehabilitation Programs and Services, or delegate to ensure that dental practices are consistent with the relevant and most current legislation and practice standards.

- 4.4 The following is a list of key relevant legislation and CSC Policy/Guidelines but should not be considered an exhaustive list. CSC's policies and guidelines can be found on the CSC internet website at www.CSC-SCC.GC.ca or available in hard copy.
  - Corrections and Conditional Release Act Section 85 Health Care
  - Commissioner's Directive 800, Health Services
  - Guidelines 800-1 Hunger Strike: Managing an Inmate's Health
  - Commissioner's Directive 803, Consent to Health Service Assessment, Treatment and Release of Information
  - Commissioner's Directive 805, Management of Medication
  - Commissioner's Directive 821, Management of Infectious Diseases
  - Protocol 821-1, Post Exposure Protocol (PEP) and Managing Significant Exposure to Blood and/or Body Fluids
  - Commissioner's Directive 835, Health Care Records
  - Commissioner's Directive 840, Psychological Services
  - Commissioner's Directive 843, Management of Inmate Self-Injurious and Suicidal Behaviour
  - Commissioner's Directive 850, Mental Health Services
  - National Essential Health Services Framework
  - Emergency Medical Directives
  - CSC's Sterilization Quality Assurance Program in Health Facilities
  - National Formulary
  - Clozapine Protocol
  - Medication Reconciliation Guidelines
  - Neurontin (Gabapentin) Protocol
  - Procedures to Obtain Nutritional Supplements
  - Managing Medication Events Guidelines
  - Documentation for Health Services Professionals
  - Abbreviations for Health Services
  - Guidelines for Sharing Personal Health Information
  - Tuberculosis Prevention and Control Guidelines for Federal Correctional Institutions
  - Canadian Tuberculosis Standards (6<sup>th</sup> Edition)
  - Management of Viral Hepatitis Guidelines
  - CSC Sexually Transmitted Infections Clinical Practice Guidelines
  - Health Canada Canadian Guidelines on Sexually Transmitted Infections
  - Discharge Planning Guidelines: A Client Centred Approach
  - Clinical Discharge Planning and Community Integration Service Guidelines
  - Institutional Mental Health Services (Primary Care) Guidelines
  - Accreditation Standards and Required Organization Practices
- 4.5 Documentation on CSC Dental Records:
- a) The Contractor must document all dental care in the inmate's Electronic Medical Record (EMR) in compliance with relevant legislation, professional standards of practice and CSC's Documentation for Health Services Professionals guidelines.

b) As an accountability and quality assurance measure, the Manager Heath, Rehabilitation Programs and Services, or delegate will periodically review the Contractor's documentation for quality, consistency and completeness.

#### 5. Tasks:

- 5.1 The Contractor must provide essential Dental services to inmates, as requested by the Manager Health Rehabilitation Programs and Services, or delegate, in accordance with the National Essential Health Services Framework, including any amendment to this Framework issued by CSC during the contract period and any optional period if and when exercised by CSC.
- 5.2 The Contractor must prepare dental clinic lists and appointment schedules triaged based on requisitions received and dental emergencies as they arise.
- 5.3 The Contractor, in his/her role as dentist, must manage all aspects of dental care services including coordination of care provided by dental specialists to inmates to ensure continuity and integration of care. This includes, but is not limited to, approval of all recommendations made by dental care providers outside of CSC.
- 5.4 The Contractor must document dental assessment, treatment, and consultations in the inmate's EMR.
- 5.5 The Contractor must consult with the Manager Health, Rehabilitation Programs and Services, or delegate, regarding requirements for dental supplies and equipment. Any requests for equipment and supplies must be submitted to, and approved by, Manager Health, Rehabilitation Programs and Services, or delegate.
- 5.6 The Contractor must provide the following:
  - a) A Dental Assistant (level 2 CDA with proof of membership in the Ontario Dental Assistants Association); and,
  - b) Backup personnel to ensure that there will not be any interruption in service and that Canada's operational requirements are met when the Contractor is unable to provide services (including but not limited to, due to vacation or illness).
- 5.7 The Contractor must supervise the activities of the Dental Assistants the Contractor is providing under this contract.
- 5.8 The tasks the Dental Assistants must perform include, but are not limited to the following:
  - a) Preparing the treatment/clinical area;
  - b) Cleaning and sterilization of instruments and hand pieces;
  - c) Passing instruments to the dentist or hygienist (Single and Two handed technique);
  - d) Making proper use of High Volume Evacuator within the Oral Cavity:
  - e) Preparing restorative materials;
  - f) Performing simple laboratory procedures such as the pouring and trimming of study models;
  - g) Maintaining supplies and equipment (stocks and replenishes supplies provided by CSC);
  - h) Monitoring Inventory of dental supplies and equipment;
  - i) Assessing emergency situations, being aware of, and able to implement, emergency protocols, being able to provide First Aid and CPR;
  - j) Assisting in maintaining emergency drug kits;
  - k) Interpreting Material Safety Data Sheets;
  - I) Conducting spore/biological indicator tests:
  - m) Recording data on patient's record or chart as directed by the Dentist;
  - n) Providing inmate education on oral health (extra-oral);
  - o) Providing instruction on care and maintenance of pre-fitted appliances; and



- p) Obtaining Vital Signs.
- 5.9 The Contractor must ensure that dental instrument sterilization is done only by dental staff that is trained according to Provincial sterilization standards.
- 5.10 Recommendations for Non-formulary medication and Special Authorization Items:
  - a) The Contractor must ensure that:
    - Requests for non-formulary medications are made in accordance with CSC's National Formulary.
    - Requests for Special Authorization items that are being recommended by the Contractor are made in accordance with CSC's Essential Health Services Framework.

# 6. Grievance and Investigation Processes:

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

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

7.1 The Contractor must have knowledge of and provide input into CSC's Accreditation Standards, Required Organizational Practices and other CSC quality improvement/assurance initiatives.

# 8. Licensing and Notification Requirements:

- 8.1 The Contractor must be licensed to practice dentistry in the province of Ontario for the duration of the contract.
- 8.1 The Contractor must notify the Manager Health, Rehabilitation Programs and Services, or delegate of any issues that may call into question the competency of the Contractor and/or Contractor's resources and any restrictions imposed by the licensing body affecting the Contractor's and/or or Contractor's resources ability to provide dental services to inmates.
- 8.2 The Contractor must notify the Manager Health, Rehabilitation Programs and Services, or delegate, immediately of any significant complaints lodged against the Contractor and/or or Contractor's resources.

# 9. Security:

- 9.1 All equipment including communication devices the Contractor wishes to bring into the Institution must be approved by the Manager Health, Rehabilitation Programs, or delegate and Services and CSC Security in advance.
- 9.2 As a visitor to a CSC correctional institution, the Contractor will be subject to local security requirements that can vary from moment to moment depending on inmate activities. The Contractor may be faced with delay or refusal of entry to certain areas at certain times although prior arrangements for access may have been made.

# 10. Language of Work:

10.1 The Contractor must perform all the work in English.

# 11. Hours of work:

- 11.1 The Contractor must provide inmate care up to a maximum number of hours per year during clinics held at the institutions as indicated (reference Annex B Basis of payment for yearly Maximum hours per Institution.
- 11.2 In the event of an unexpected delay or cancellation of the clinic the Contractor will be paid an one hour charge calculated from the time the clinic was scheduled to begin.
- 11.3 In case of delays, the Manager Health, Rehabilitation Programs and Services, or delegate reserves the right to cancel the remainder of the clinic at no additional cost to CSC.
- 11.4 The Manager Health, Rehabiliation Programs and Services may, or delegate, at his/her discretion, change the clinic schedule and number of hours per week during the course of the contract, including any options if and when exercised by CSC.
- 11.5 The Manager Health, Rehabiliation Programs and Services, or delegate will notify the Contractor of any changes to clinic schedules a minimum of one week prior to implementation of the change.

# 12. Meetings:

- 12.1 At the discretion of the Manager Health, Rehabilitation Programs and Services, or delegate, there will be an initial meeting at the beginning of the contract to finalize the scope of services to be provided under the contract.
- 12.2 At the request of the Manager Health, Rehabilitation Programs and Services, or delegate, the Contractor must attend meetings at Ontario Regional Headquarters.
- 12.3 The Contractor must attend Institutional Health Services team meetings when requested by the Manager Health, Rehabilitation Programs and Services, or delegate. The Contractor may be requested to attend meetings once per quarter. The Contractor may bill time spent attending meetings at 75% of the firm hourly rate.

# 13. Reporting Requirements:

- 13.1 As part of an effective ongoing oversight mechanism to ensure accountability, consistency, cost effectiveness and best practices specific to the needs of CSC's population, the Contractor must provide procedure information to the Manager Health, Rehabilitation Programs and Services, or delegate once a month. The Contractor must use the template Dental Services Reporting Tool.
- 13.2 At the request of the Manager Health, Rehabilitation Programs and Services, or delegate, the Contractor must produce or contribute to regional reporting.

# 14. Constraints:

- 14.1 Working within a correctional institutional environment:
  - a) In a Correctional Environment there is the possibility of diversion of high abuse potential medications and for security reasons there are restrictions with respect to prescribing that may not exist in the community. Issues surrounding potential diversion, high abuse potential of narcotics and other security issues may occur in CSC Institutions.
  - b) While the expectation is that dental practices are generally consistent with community practice, because the care provided as part of this contract is within a prison setting, there

are some limitations with respect to practice. CSC policy and guidelines are developed in order to provide direction to health care professions regarding these limitations.

# 15. Support to the Contractor:

15.1 CSC will provide the supplies and equipment required for dental services to inmates.

# 16. Dental Cleanings:

16.1 At the request of the Manager Health, Rehabilitation Programs and Services, or delegate, the contractor will provide services for dental cleanings outside of their regularly scheduled hours. These services will be remunerated by the inmate requesting the services.

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

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract. The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described will be consistent with this data.

RESOURCE CATEGORY	RESOURCE NAME
Dentist	
Dental Assistant	

# 1.0Contract Period (From January 1, 2023 to December 31, 2024)

# 1.1 Professional Fees

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

SITE	LEVEL OF EFFORT (HOURS)	DENTIST QUOTED ALL- INCLUSIVE HOURLY RATE (IN Cdn \$)	DENTAL ASSISTANT QUOTED ALL- INCLUSIVE HOURLY RATE (in Cdn \$)	TOTALS for 2 year Contract Period A*(B+C)=D
WARKWORTH-up to a maximum of 455 hours per year, year one and 420 hours year two.	Year 1: 455 hours (based upon 130 sessions at 3.5 hours each) Year 2: 420 hours Based upon 120 sessions at 3.5 hours each)			
	Total: 875 hours for Contract Period			
MILLHAVEN-up to a maximum of 400 hours per year including RTC year one and 364 hours year two.	Year 1: 400 hours (based upon 114 sessions at 3.5 hours each)			

Correctional Se	ervice Service corr Canada	rectionnel	
	Year 2: 364 hours (based upon 104 sessions at 3.5 hours each)		
	Total: 764 hours for contract Period		
BATH-up to a maximum of 400 hours per year including RTC	Total: 400 hours per year (based upon 114 sessions at 3.5 hours each)		
	Total: 800 hours for Contract Period		
JOYCEVILLE/COMPLEX- up to a maximum of 763 hours per year	Total: 763 hours per year (based upon 218 sessions at 3.5 hours each)		
	Total: 1526 hours for Contract		

# 2.0 Option to Extend the Term of the Contract

**TOTAL FOR SITES** 

Period

Subject to the exercise of the option to extend the Contract period in accordance with Article 4. Term of Contract, 4.2 Options to Extend Contract, the Contractor shall be paid the firm all inclusive hourly rate(s), in accordance with the following table, GST or HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

2.1 Professional Fees, Option period 1, (From January 1, 2025 to December 31, 2025

SITE	LEVEL OF EFFORT (HOURS)	Dentist QUOTED ALL- INCLUSIVE HOURLY RATE (IN Cdn \$)	DENTAL ASSISTANT QUOTED ALL- INCLUSIVE HOURLY RATE (in Cdn \$)	TOTALS A*(B+C)=D
WARKWORTH-up to a maximum of 420 hours per year.	420 hours Based upon 120 sessions at 3.5 hours each)			
MILLHAVEN-up to a maximum of 364 hours per year including RTC.	364 hours (based upon 104 sessions at 3.5 hours each)			
BATH-up to a maximum of 400 hours per year including RTC	400 hours (based upon 114 sessions at 3.5 hours each)			
JOYCEVILLE/COMPLEX- up to a maximum of 763 hours per year	763 hours (based upon 218 sessions at 3.5 hours each)			
TOTAL FOR SITES				

# 2.2 Professional Fees, Option period 2, (From January 1, 2026 to December 31, 2026

SITE	LEVEL OF EFFORT (HOURS)	Dentist QUOTED ALL- INCLUSIVE HOURLY RATE (IN Cdn \$)	DENTAL ASSISTANT QUOTED ALL- INCLUSIVE HOURLY RATE (in Cdn \$)	TOTALS A*(B+C)=D
WARKWORTH-up to a maximum of 420 hours per year.	420 hours Based upon 120 sessions at 3.5 hours each)			
MILLHAVEN-up to a maximum of 364 hours per year including RTC.	364 hours (based upon 104 sessions			

Correctional Se	rvice Service con	ractionnal		
Canada	Canada	ectionnel		
	at 3.5 hours			
	each)			
BATH-up to a maximum	400 hours			
of 400 hours per year	(based upon			
including RTC	114 sessions			
	at 3.5 hours each)			
	Cacily			
JOYCEVILLE/COMPLEX-	763 hours			
up to a maximum of 763	(based upon			
hours per year	218 sessions			
	at 3.5 hours			
	each)			
TOTAL FOR SITES				
3.0 Cost Reimbursab	le Expenses			
3.1 Canada will not	accept any travel	and living expenses f	or:	
(a) Work perfo Objective;	ormed at the Instit	tution indicated under	Annex A, Statement	of Work, 3.
(b) Any travel		tractor's place of busi		
		required to satisfy the		
expenses	are included in th	e all inclusive hourly r	ates specified in this	annex.

# 4.0 HST or GST

4.1 Al	I prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
4.2 TI	ne estimated HST or GST of \$ is included in the total estimated cost shown on page 1 of this Contract. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or HST paid or due.
5.0	Canada requests that bidders complete one of the following:
( ) Go	overnment of Canada Acquisition Cards (credit cards) will be accepted for payment.
	ollowing credit card is accepted: or Card:
( ) G	overnment of Canada Acquisition Cards (credit cards) will not be accepted for payment.

The bidder is not obligated to accept payment by credit card. Acceptance of credit cards for payment will not be considered as an evaluation criteria.

# Annex C - Security Requirements Check List

DSD-ONT5051-HSEx

*	Government of Canada	Gouvernement du Canada

Contract Number / Numéro du contrat
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	<del>2</del>		and the contraction of the contr	
	SECURITY REQUIREMENTS OF	HECK LIST (SRCL)		
	RIFICATION DES EXIGENCES RE		Ė (LVERS)	
PART A - CONTRACT INFORMATION / PAR			nunta / Dispution of afrais.	au Disastian
<ol> <li>Originating Government Department or Organisme gouvernmental did</li> </ol>			torate / Direction générale	on Direction
a) Subcontract Number / Numéro du contrat		a Bath Institution nd Address of Subcontractor /	Nom at advaces du cauc t	traitant
b. a) Subcontract Number / Numero du contrat	de sous-traitaince	id Address of Subcontractor /	Hotil et adlesse du sous-	lialialit
4. Brief Description of Work / Brève description	n du travail			
The Correctional Service Canada (CSC), Health	Services requires Dental services for Millhave	n, Bath, and Warkworth Institution	s, as well as the Joyceville Co	mplex Institutions
in the Ontario Region. The Contractor will provid limited to, Nurses, Institutional Physicians, Psych	e Dental services to inmates and collaborate v	vith the institution's multi-disciplina	ary health services team that in	icludes but is not
imited to, Hulana, manufolier enyaciena, eayon	ologica, Distillance and Other alies meanin pro-	5350100.		
5. a) Will the supplier require access to Contro	lled Goods?		ر ا	No Yes
Le fournisseur aura-t-il accès à des marc	handises contrôlées?		<u></u>	Non Dui
5. b) Will the supplier require access to unclas	sified military technical data subject to th	e provisions of the Technical	Data Control	, No Yes
Regulations?			<u> </u>	Non Oui
Le fournisseur aura-t-il accès à des donn sur le contrôle des données techniques?	ees techniques militaires non classifiees	qui sont assujetties aux dispe	ositions du Regiement	
Indicate the type of access required / Indiqu	ier le type d'accès requis			
6. a) Will the supplier and its employees requir	SELECTION SELECTION CONTRACTOR SELECTION SELEC	SIEIED information or accete	,	No Yes
Le fournisseur ainsi que les employées au				Non Oui
(Specify the level of access using the cha	rt in Question 7. c)		97.	
(Préciser le niveau d'accès en utilisant le				
6. b) Will the supplier and its employees (e.g.		e access to restricted access	areas? No access to	No Yes
PROTECTED and/or CLASSIFIED inform Le fournisseur et ses employés (p. ex. ne		e accès à des zones d'accès	restraintes 7 L'accès	_ Non LOui
à des renseignements ou à des biens PR	OTÉGÉS et/ou CLASSIFIÉS n'est pas a	sutorisé.	restreintes : L'acces	
6. c) Is this a commercial courier or delivery re	quirement with no overnight storage?	STATE AND THE OPERATORISTS S.	2	No Yes
S'agit-il d'un contrat de messagerie ou de	livraison commerciale sans entreposaç	je de nuit?		Non Dui
7. a) Indicate the type of information that the s	upplier will be required to access / Indiqu	er le type d'information auqui	el le fournisseur devra avoi	r accès
Canada 🗸	NATO / OTAN	n/a	Foreign / Étranger	n/a
200000000000000000000000000000000000000	100000000000000000000000000000000000000	_ mes		8000
b) Release restrictions / Restrictions relative     No release restrictions	All NATO countries	- No rel	ease restrictions	
Aucune restriction relative	Tous les pays de l'OTAN		e restriction relative	
à la diffusion	Market and the second community		ffusion	
Not releasable À ne pas diffuser				
A the pas diffuser	_		-	
Restricted to: / Limité à :	Restricted to: / Limité à :	Restri	cted to: / Limité à :	5
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser	le(s) pays : Specif	y country(ies): / Préciser le	e(s) pays :
	100000000000000000000000000000000000000	1970		
7, c) Level of information / Niveau d'informatio				
PROTECTED A	NATO UNCLASSIFIED	☐ PROT	ECTED A	71
PROTÉGÉ A	NATO NON CLASSIFIÉ		ĖGĖ A	
PROTECTED B	NATO RESTRICTED		ECTED B	7
PROTÉGÉ B	NATO DIFFUSION RESTREIN	TE PROT	ÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL	PROT	ECTED C	7
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TRÉS SECRET (SIGINT)			SECRET (SIGINT)	
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	23			

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DART A (see also see also BARTIE & control		
Le fournisseur aura-t-il accès à des renseignemer If Yes, indicate the level of sensitivity:	and/or CLASSIFIED COMSEC information or assets? nts ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	No Yes Non Oui
Dans l'affirmative, indiquer le niveau de sensibilité  9. Will the supplier require access to extremely sens		No Yes
Short Title(s) of material / Titre(s) abrégé(s) du ma		Nonou
Document Number / Numéro du document : PART B - PERSONNEL (SUPPLIER) / PARTIE B -		
	Niveau de contrôle de la sécurité du personnel requis	
RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL SECRET TOP SECRET TRÈS S	ECRET BECRET
TOP SECRET – SIGINT TRÉS SECRET – SIGINT		C TOP SECRET C TRÈS SECRET
SITE ACCESS ACCÉS AUX EMPLACEMENTS		
Special comments: Commentaires spéciaux :		
	are identified, a Security Classification Guide must be provided.	2000 Paris 1000
10. b) May unscreened personnel be used for portion		No Yes
Du personnel sans autorisation sécuritaire per If Yes, will unscreened personnel be escorted	용장 41의 200 18의 1의	Non Oui
Dans l'affirmative, le personnel en question se		NonOui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C		
INFORMATION / ASSETS / RENSEIGNEMEN	13) DIENS	
11. a) Will the supplier be required to receive and stepremises?	ore PROTECTED and/or CLASSIFIED information or assets on its site or	No Yes Non Oui
Le fournisseur sera-t-il tenu de recevoir et d'e CLASSIFIÉS?	ntreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	
<ol> <li>b) Will the supplier be required to safeguard COI Le fournisseur sera-t-il tenu de protéger des re</li> </ol>		No Yes Non Oui
PRODUCTION		15
occur at the supplier's site or premises?	nd/or modification) of PROTECTED and/or CLASSIFIED material or equipment la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ	No Non Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SU	IPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
information or data?	s to electronically process, produce or store PROTECTED and/or CLASSIFIED s systèmes informatiques pour traiter, produire ou stocker électroniquement des st/ou CLASSIFIÉS?	No Yes Non Oui
	elier's IT systems and the government department or agency? stème informatique du fournisseur et celui du ministère ou de l'agence	No Yes Non Oui
TBS/SCT 350-103(2004/12)	Security Classification / Classification de sécurité	
	Unclassified	Canadä

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	Government	Gouvernement
*	of Canada	du Canada

Contract Number / Numéro du contrat

4158012

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Security Classification / Classification de sécurité
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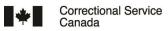
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# Government Gouvernement du Canada

# DSD-ONT5051-HSEx

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Security Classification / Classification de sécurité Unclassified	

PART D - AUTHORIZATION / PAR	TIE D - AUTORISATIO	ON.				
13. Organization Project Authority /	Chargé de projet de l'o	rganisme				
Name (print) - Nom (en lettres moul-	<del>će</del> s)	Title - Titre		Signature	100	
Karen Harrigan	CHS		Karen Harrigan CHS			
Telephone No N° de téléphone 613-351-8082			e télécopieur E-mail address - Adresse co karen:harrigan@csc-scc.gc		Date 2022-07-08	
14. Organization Security Authority	Responsable de la sé	curité de l'orga	nisme		Oglitalý signed by StDenš, Dominic	
Name (print) - Nom (en lettres moul	Title - Titre Signatur			StDenis, Denis,		
Dominic St-Denis	A/Contracting Security Analyst			Dominic Location: your signing ocation here Date: 2022.07:21 18:42:41-04/00/ Roult PDF Editor Version: 11.0.1		
Telephone No N° de téléphone Facsimile No N° d		e télécopieur	télécopieur E-mail address - Adresse courriel		Date	
15. Are there additional instructions Des instructions supplémentaire	s (р. ex. Guide de séci			ont-elles jointes	s? No Yes	
<ol><li>Procurement Officer / Agent d'a</li></ol>	pprovisionnement					
Name (print) - Nom (en lettres moul-	ées)	Title - Titre Signature			600 SW8506-T-07 OF SW H	
Elizabeth Lake		Procureme	rement Officer Lake,		Elizabeth project state librature  Elizabeth page to the after ofth discovered to the control of the after of the discovered to the control of the after of the discovered to the control of the after of the discovered to the control of the after of the discovered to the control of the after of the discovered to the control of the after of the	
Telephone No N° de téléphone 613-326-9647	Facsimile No Nº d	e télécopieur	E-mail address - Adresse courriel elizabeth.lake@csc-scc.gc.ca		Date	
17. Contracting Security Authority /	Autorité contractante e	n matière de sé	ecurit <del>é</del>			
Janette Meinert Contract Security Offic Janette.Meinert@tpsgd	Title - Titre		Methert, Digitally signed by Meinert, Janette Date: 2022.07 28 1154:12 -04:00"			
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Security Classification / Classification de sécurité
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#### **Evaluation Criteria**

#### 1.0 Technical Evaluation:

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

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

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

# 1.6 Response Format

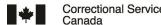
- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project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

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The Bidder must propose only one (1) dentist		
M2	Each proposed dentist(s) must hold a current valid license from the provincial licensing body for Dentists in the province where services are to be provided.  Bidders must provide proof of licensing with their bid. A photocopy of the document is acceptable.		
M3	The proposed dentist(s) must have a minimum of six (6) months experience practicing as a Dentist within the last two (2) years.		

# (B) Dental Assistant

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M4	The Bidder must propose only one (1) dental assistant.		
M5	The proposed dental assistant(s) must have a minimum of two (2) years of experience as a dental assistant within the last four (4) years and possess a level 2 CDA and provide proof of membership in the Ontario Dental Assistants Association.		
M6	The proposed dental assistant must have a minimum of six (6) months experience as a dental assistant providing intra-oral care within the last two (2) years.		





# **ANNEX E - Insurance Requirements**

#### 1. **Commercial General Liability Insurance:**

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
  - Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Correctional Service of Canada.
  - Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - 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.
  - 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.
  - 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.
  - 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.
  - Employees and, if applicable, Volunteers must be included as Additional Insured.
  - Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar h) 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.
  - 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.
  - 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.
  - Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

#### 2. **Litigation Rights:**

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

For the province of Quebec, send to:



Correctional Service Service correctionnel Canada

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

For other provinces and territories, send to:

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

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

# 3. Medical Malpractice Liability Insurance:

- 3.1 The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.
- 3.2 Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
- 3.3 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3.4 Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.



# **ANNEX F - National Essential Health Services Framework**

https://buyandsell.gc.ca/cds/public/2017/01/23/8921a69b8c06457ea41ee196bfb7b495/annex\_f\_national\_essential\_health\_services\_framework\_bilingual.pdf

