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 Bid Receiving - Réception des soumissions:

GEN-ONTContractingBidSubmissions/Soumissionsdecontrats@CSC-SCC.GC.CA

**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 le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments — Commentaires :**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone # — N° de Téléphone : \_\_\_\_\_

Fax # — No de télécopieur : \_\_\_\_\_

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

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

<b>Title — Sujet:</b> Dermatology Services	
<b>Solicitation No. — N° de l'invitation</b> 21401-25-4081757	<b>Date:</b> October 5, 2022
<b>Client Reference No. — N° de Référence du Client</b>	
<b>GETS Reference No. — N° de Référence de SEAG</b>	
<b>Solicitation Closes — L'invitation prend fin</b> at / à : 14 :00 EDT on / le : October 19, 2022	
<b>F.O.B. — F.A.B.</b> Plant – Usine:                      Destination: X                      Other-Autre:	
<b>Address Enquiries to — Soumettre toutes questions à:</b>  Jason.Scott@csc-scc.gc.ca	
<b>Telephone No. – N° de téléphone:</b>  613-328-9380	<b>Fax No. – N° de télécopieur:</b>
<b>Destination of Goods, Services and Construction: Destination des biens, services et construction:</b>  See Herein	
<b>Instructions: See Herein Instructions : Voir aux présentes</b>	
<b>Delivery Required — Livraison exigée : See herein</b>	<b>Delivery Offered – Livraison proposée : Voir aux présentes</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>	
<b>Name / Nom</b>	<b>Title / Titre</b>
<b>Signature</b>	<b>Date</b>
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



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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 Contract 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 H, 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.

2.1 Correctional Service Canada (CSC) Health Services require services from primary care dermatologists for the following institution(s) in the Ontario Region:

- Warkworth Institution
- Bath Institution

This requirement is divided into two (2) Streams. Bidders may submit a bid for one or more than one Stream. Bidders must refer to Annex B – Proposed Basis of Payment for the estimated level of effort for each Stream.

CSC may award up to two (2) contracts, one for each stream, or any combination thereof.

Bidders submitting a bid for more than one stream must provide a sufficient number of resources to be able to satisfy the required total number of clinic hours, quality improvement activities, and on-call services for all Streams for which they are submitting a bid.

### **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 [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombudsman website](#). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).



## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (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 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.

#### **Section 06 Late bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:**

**Delete: Section 06 in its entirety.**

**Insert: 06 Late bids:**

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.

#### **Section 07 Delayed bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:**

**Delete: Section 07 in its entirety.**

**Insert: 07 Delayed bids:**

Canada will not accept any delayed bids.

#### **Section 08 Transmission by facsimile or by E-Post Connect of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:**

**Delete: Section 08 in its entirety.**

**Insert: 08 Transmission by email**

- 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.
- d. 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.

**Section 09 Customs clearance of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is deleted in its entirety.**

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.

**2.1 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



### 3. Former Public Servants

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

#### **Definitions**

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

#### **Former Public Servant in Receipt of a Pension**

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).





### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

#### **4. Enquiries – Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.**

### **2. Section I: Technical Bid**

Bidders must clearly indicate, in their bid, if they are submitting a bid for one of the Streams or for more than one Stream. If submitting a bid for more than one stream, Bidders must clearly indicate all of the Streams for which they are submitting a bid.

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

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

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

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in Annex B - Proposed Basis of Payment. The total amount of Applicable Taxes must be shown separately.

See Annex B – Proposed Basis of Payment for the Pricing Schedule format.

#### **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**

CSC intends to award up to (2) contracts, one for each Stream, or any combination thereof. CSC will perform a separate evaluation for each Stream.

- (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 E – 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**

2.1 For each Stream, CSC will evaluate the bids as follows:

To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory technical evaluation criteria.

2.2 Bids not meeting a) or b) will be declared non responsive.

2.3 For each Stream, 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 D.

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



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

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

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

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

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

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

#### **1.1 Integrity Provisions – Declaration of Convicted Offenses**

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



1.2 Integrity Provisions – Required documentation

(a) List of names: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

- i. Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:

Four horizontal lines for writing the list of names, arranged in two columns of two lines each.

OR

[ ] The Bidder is a partnership

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

1.3 Federal Contractors Program for Employment Equity - Bid Certification

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

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

1.4 Status and Availability of Resources

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

1.5 Language Requirements - English Essential

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

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



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

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

### **1. Security Requirement**

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

### **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**

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

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

### **3.3 Replacement of Specific Individuals**

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

## **4. Term of Contract**

### **4.1 Period of the Contract**

The period of the Contract is from January 13, 2023 to January 12, 2024 inclusive.

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

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one year (1) period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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





## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Jason Scott  
Title: Regional Procurement and Contracting Officer  
Correctional Service Canada  
Branch/Directorate: Contracting and Materiel Services  
Telephone: 613-328-9380  
E-mail address: Jason.Scott@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:



## **6. Payment**

### **6.1 Basis of Payment – Firm Price – Services**

#### Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with Annex B – Basis of Payment. Customs duties are excluded and Applicable Taxes are extra.

### **6.2 Limitation of Expenditure**

6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

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

whichever comes first.

6.2.3 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 Invoices must show:

- a. The date, name and address and contract number;
- b. Invoice date and # and date(s) of service;
- c. Extension of the totals;
- d. The number of hours spent performing the task(s);
- e. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

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

7.3 Invoices must be distributed as follows:

- a. one (1) copy must be forwarded to the Project Authority for certification and payment.

## **8. Certifications and Additional Information**

### **8.1 Compliance**

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

## **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 4008 (2008-12-12) – Personal Information; 4013 (2022-06-20) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules;
- (c) the General Conditions 2010B (2022-01-28), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements;
- (h) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)



## **11. Insurance Requirements**

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

## **12. Liability**

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

## **13. Ownership Control**

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

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

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

- 14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and



consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

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

## **15. Tuberculosis Testing**

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

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

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

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

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

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

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

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

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

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

17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity must forthwith notify the Project Authority or 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 himself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

## **19. Dispute Resolution Services**

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

## **20. Contract Administration**

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

## **21. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

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

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



**ANNEX A – Statement of Work**

**1. Introduction:**

1.1 The Correctional Service of Canada (CSC) Health Services requires the services of a Primary Care Dermatologist for Warkworth and/or Bath Institution(s) in the Ontario Region. The Contractor (Primary Care Dermatologist) must provide Primary Care Dermatology services to inmates and collaborate with the Institution’s inter-disciplinary Health Services Team that includes, but is not limited to Primary Care Physician Nurses, Pharmacists, Nurse Practitioners, Social Workers, Dietitians, Dentists, Psychologists, and other medical and allied healthcare professionals.

**2. Background:**

- 2.1 CSC has a legal obligation, under the Corrections and Conditional Release Act (CCRA), Section 86, as follows: “The Service shall provide every inmate with essential health care and reasonable access to non-essential health care.”
- 2.2 The Commissioner’s Directives 800 series are the key references on essential health care services (physical health, mental health, health promotion).
- 2.3 The Health Services vision is “Providing quality integrated person-centred care.”
- 2.4 The mission of Health Services is to provide offenders with efficient and effective health care that: is patient/family/support-centered; Encourages individual responsibility and patient self-management; Promotes healthy reintegration at discharge; and Contributes to safe communities.
- 2.5 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.
- 2.6 Health services are provided in: Primary Care Health Centres in Institutions; Regional Hospitals (inpatient medical care); and Regional Treatment / Psychiatric Centres (inpatient psychiatric care). Inmates may have to go to the community for emergency services, specialized health care services and for hospitalization that cannot be managed in CSC’s Regional Hospitals. In CSC, health care is provided by a wide range of regulated and non-regulated health professionals.
- 2.7 There are challenges practicing primary care medicine (physical and psychiatric) in a Canadian Federal Correctional environment, such as providing care in the context of various security levels and its related requirements.

**3. Objective Primary Care Dermatologist:**

3.1 Provide and actively participate in the coordination of essential health care services to inmates at Warkworth and/or Bath Institution(s) as a Primary Care Dermatologist.:

Institution Name	Stream Name
Warkworth Institution	Stream 1
Bath Institution	Stream 2

**4. Performance standards:**

4.1 The Contractor, in the provision of care, must apply The United Nations Standard Minimum Rules for the Treatment of Prisoners (the Nelson Mandela rules).



- 4.2. Recognizing the high lifetime prevalence of trauma among incarcerated persons, care should be provided in ways that recognize needs for physical and emotional safety, as well as choice and control in decisions affecting the inmate's treatment.
- 4.3. Along with recognizing the gender, cultural, religious and linguistic differences of inmates, the Contractor must particularly take into consideration the historical context of the lives of Canada's Indigenous peoples and be sensitive to the impacts of intergenerational trauma and the physical, mental, emotional, and social harms experienced by Indigenous people.
- 4.4. The Contractor must provide all services respecting federal and provincial legislation and standards, provincial and national guidelines (including, but not limited to, the Canadian Immunization Guide; 2017 Canadian Guideline for Opioids for Chronic Non-Cancer Pain; Canadian Research Institute in Substance Misuse (CRISM), National Guideline for the Clinical Management of Opioid Use Disorder, professional practice standards and CSC Policy/Guidelines related to the provision of mental health and physical health care).
- 4.5. The Contractor must provide care in accordance with CSC's National Medical Advisory Committee and Medical Practitioner By-Laws governing Physicians, Dentists and Nurse Practitioners who provide Medical Care to Patients.
- 4.6. The relevant legislation and CSC Policy and Guidelines on medical care are available on CSC's intranet website referred to as "the HUB" and the Commissioner's Directives are available on CSC's website at [www.CSC-SCC.GC.ca](http://www.CSC-SCC.GC.ca). The Contractor may request hard copies of relevant policies, guidelines and standards from the Project Authority. The Project Authority will forward all new relevant policies and guidelines to the Contractor via their CSC email account.
- 4.7 Documentation in CSC 's Electronic Health Care Records:
  - a) In addition to the above noted policies, guidelines and standards, the Contractor must document all assessment, treatment and consultations in the Inmates Electronic Health Care Records in compliance with relevant legislation, professional standards of practice, CSC's Documentation for Health Services Professionals guidelines and their Provincial Regulatory College. The Contractor must ensure that documentation is sufficient to communicate to other health care professionals the status of the patient (including special circumstances and requirements) and the next steps in treatment and follow-up.
  - b) As a quality improvement measure and as part of the Medical Practitioner Quality Improvement Review, the Contractor's documentation will be reviewed for quality, consistency and completeness.
  - d) The Contractor must obtain prior approval, in writing, from the Project Authority before collecting any data on inmates. The Contractor must specify what data would be collected and for what purpose.
  - e) The Project Authority will provide a Government of Canada (GC) email address to the Contractor. The Contractor must comply with Identification Protocol Responsibilities specified in the contract. The Contractor must regularly monitor this GC email address on an ongoing basis and read email correspondence. The Contractor must communicate all matters that relate to inmates using this secure email address only.

## **5. Tasks:**

### 5.1 Inmate care:

- a) The Contractor must provide essential integrated, trauma informed Primary Care Dermatology health services to inmates, as requested by the Project Authority, 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.

- b) These services include, but are not limited to the following:
  - i. Diagnose and treat diseases of the skin;
  - ii. Consultation;
  - iii. Treatment;
  - iv. Appropriate referrals;
  - v. Examine skin to determine nature of the disease;
  - vi. Recommend medical treatments/and recommendations to the Institutional primary care physician.
  
- 5.2. The Contractor must act and provide care to inmates that meets the requirements set out in the Medical Practitioner By-Laws, under Duties Section in the Medical Practitioner Active Category, including any amendment to these By-Laws issued by CSC during the contract period and any optional period if and when exercised by CSC. See Annex G – Medical Practitioner by-Laws.
  
- 5.3 The Contractor must consult with the Project Authority or delegate regarding requirements for medical supplies and equipment. Any requests for equipment and supplies must be submitted to, and approved by, the Project Authority.
  
- 5.4 Recommendations for non-formulary medication and Special Authorization items:  
The Contractor must:
  - a) Prescribe medications according to CSC's National Drug Formulary;
  - b) Request non-formulary medications in accordance with CSC's National Drug Formulary; and
  - c) Request Special Authorization items in accordance with CSC's Essential Health Services Framework.

**6. Grievance, Investigation Processes, Human Rights Complaints and Court Proceedings:**

- 6.1 The Contractor must participate in various CSC inmate grievance/investigation/human rights complaints processes, or court proceedings that may include a review of the Contractor's documentation on the Health Care Records. Upon request from the Project Authority, the Contractor must participate in interviews as a result of an inmate grievance/investigation process.

**7. Notification Requirements:**

- 7.1 For the duration of the contract, the primary care dermatologist must hold a current license in good standing with the provincial licensing body for physicians and surgeons in the province where services are to be provided. The Contractor must provide a copy of the primary care dermatologist license renewal to the Contracting Authority annually and a copy of the license when requested to do so.
  
- 7.2 The primary care dermatologist must notify the Project Authority of any issues that may call into question the primary care dermatologist's competency and any restrictions imposed by the licensing body affecting the primary care dermatologist's ability to provide medical services to inmates.
  
- 7.3 The primary care dermatologist must notify the Project Authority immediately of any significant complaints lodged against the Contractor.



## **8. Security:**

- 8.1 The Project Authority and CSC Security must approve, in advance, all equipment including communication devices the Contractor wishes to bring into the Institution.
- 8.2 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.

## **9. Language of work:**

- 9.1 The Contractor must perform all work in English.

## **10. Meetings:**

- 10.1 At the discretion of the Project Authority, there will be an initial meeting at the beginning of the contract to finalize the scope of services to be provided under the contract.
- 10.2 At the request of the Project Authority, the Contractor must attend meetings at Regional Headquarters, National Headquarters or other locations.
- 10.3 The Contractor must attend Institutional Health Services team meetings when requested by the Project Authority.
- 10.4 At the request of the Regional Director Health Services or designate, the Contractor must participate in teleconferences and videoconferences.

## **11. Reporting Requirements:**

- 11.1 At any time, the Project Authority, through the Regional Physician Lead, may request that the Contractor report data on health services provided to inmates. This may include the use of reporting templates as provided by the Project Authority.
- 11.2 At the request of the Project Authority, through the Regional Physician Lead, the Contractor must produce or contribute to regional reporting.
- 11.3 As part of CSC's accountability with respect to the delivery of health services, the Project Authority may request, through the Regional Physician Lead, that the Contractor provide input into reports on health care delivery (including but not limited to: infectious diseases surveillance, mental health, services to older persons, opiate agonist treatment, prevalence of chronic disease).

## **12. Constraints:**

- 12.1 Working within a correctional institutional environment:

- a) In a Correctional Environment there is the possibility of diversion of high abuse potential medications. Physicians must follow the United Nations Standard Minimum Rules for the Treatment of Prisoners (the Nelson Mandela Rules), *rule 46 (1)* such that "*Health-care personnel shall not have any role in the imposition of disciplinary sanctions or other restrictive measures. They shall, however, pay particular attention to the health of prisoners held under any form of involuntary separation, including by visiting such prisoners on a daily basis and providing prompt medical assistance and treatment at the request of such prisoners or prison staff.*"



b) While the expectation is that medical practices in CSC institutions are generally consistent with community practice, because the care provided as part of this contract is within a prison setting, there are some differences with respect to practice. CSC policy and guidelines are developed in order to provide direction to health care professions regarding these differences.

c) Confidentiality:

In accordance with the confidentiality provisions of the contract, the Contractor must not have contact with the media with regards to the health services provided to CSC. The Contractor must advise the Project Authority immediately if media have contacted them concerning health services provided to CSC.

### 13. Support to the Contractor:

13.1 CSC will provide the supplies and equipment required for *the delivery of* health services to inmates.

### 14. Hours of work:

14.1 The Project Authority, in collaboration with the Contractor, will establish the clinic hours at the start of the contract, subject to institutional requirements. The contractor must provide clinical care (direct and indirect) to inmates during institutional clinics according to the Annex B – Basis of Payment.

14.2 The Contractor must collaborate with the Project Authority, the Health Services Team and Correctional Staff to promote multidisciplinary teamwork and ensure safe, effective and efficient operation of clinics to attain quality standards and goals as agreed to at the National Medical Advisory Committee (NMAC).

14.3 The Project Authority, in collaboration with the Contractor, may adjust the clinic schedule and number of hours per week during the course of the contract, including any options if and when exercised by CSC.

14.4 The Project Authority will notify the Contractor of any planned changes to clinic schedules a minimum of three months prior to the implementation of the changes. The clinic schedule changes may be implemented sooner by mutual agreement

14.5 In the event of a sudden delay or cancellation of the clinic, the contractor will be paid a one hour charge from the time the clinic was to begin.

14.6 In case of delays, the Manager, Health Services reserves the right to cancel the remainder of the clinic at no additional cost to CSC.

14.7 The Manager, Health Services, will notify the contractor of any changes to clinic schedules minimum of one week prior to the implementation of the change.



### 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.

#### 1.0 Contract Period (From January 13, 2023 to January 12, 2024)

#### 1.1 Professional Fees

The Contractor will be paid the all-inclusive firm hourly rate(s) in Table (a) and/or (b) in the performance of this Contract for:

- A. the provision of clinical care as described in Annex A - Statement of Work, item 14; and
- B. the provision of other services related to the provision of health care in CSC facilities such as attendance at meetings, teleconferences and videoconferences, participation in offender grievances, investigations/human rights complaints processes, court proceedings and other services related to the provision of health care in CSC facilities;

Applicable Taxes are extra.

<b>Warkworth Institution STREAM 1 – Table (a)</b>			
<b>RESOURCE NAME</b>	<b>ESTIMATED TOTAL LEVEL OF EFFORT (hours)</b>	<b>ALL-INCLUSIVE HOURLY RATE FOR SERVICE PROVISION</b>	<b>Total (in Cdn \$)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D = B X C</b>
	90 (7.5 hours/month x 12 months)		\$
<b>TOTAL</b>			<b>\$</b>

<b>Bath Institution STREAM 2 – Table (b)</b>			
<b>RESOURCE NAME</b>	<b>ESTIMATED TOTAL LEVEL OF EFFORT (hours)</b>	<b>ALL-INCLUSIVE HOURLY RATE FOR SERVICE PROVISION</b>	<b>Total (in Cdn \$)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D = B X C</b>
	90 (7.5 hours/month x 12 months)		\$
<b>TOTAL</b>			<b>\$</b>



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

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

$$\text{Adjusted rate} = \text{all-inclusive hourly rate} + (\text{all-inclusive hourly rate} \times \% \text{ CPI increase for previous calendar year for Health and personal care})$$

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

## 3.0 Applicable Taxes

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



### ANNEX C – Security Requirements Check List

DSD-ONT4982

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 21401-25-4081757
Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Canada		2. Branch or Directorate / Direction générale ou Direction Health Services	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail A Primary Care Dermatologist registered with the CPSO to provide essential health services to federal offenders			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) (Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?)		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. (Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.)		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? (S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?)		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	N/A <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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**PART A (continued) / PARTIE A (suite)**

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

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  No  Yes  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  Non  Oui

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

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

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

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

Special comments:  
Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work?  No  Yes  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  Non  Oui

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO D'EFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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Security Classification / Classification de sécurité
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## ANNEX D – Insurance Requirements

### 1. Commercial General Liability Insurance:

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Correctional Service of Canada.
  - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

### 2. Litigation Rights:

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

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,



For other provinces and territories, send to:

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

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

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

- 3.1 The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.
- a) The Contractor does not have to obtain additional Medical Malpractice Liability Insurance if the Contractor, or the Contractor's resource, is a member of the Canadian Medical Protective Association (CMPA).
- b) The Contractor must obtain Medical Malpractice Liability Insurance in an amount of \$10,000,000.00 if the Contractor, or the Contractor's resource, is not a member of the Canadian Medical Protective Association (CMPA).
- 3.2 Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
- 3.3 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3.4 Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.



## ANNEX E – Evaluation Criteria

### 1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

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

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

### 1.6 Response Format

- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.
- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from 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 – 21401-25-4081757**

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	<p>The proposed resource must have:</p> <p>Postgraduate Diploma in Practical Dermatology from a *recognized university*.</p> <p>The bidder must provide a copy with their bid.</p>		
M2	<p>The proposed resource must have:</p> <p>MSc – Practical Dermatology from a *recognized university*</p> <p>The bidder must provide a copy with their bid.</p>		
M3	<p>The proposed resource must have:</p> <p>Designation of General Practitioner dermatologist from Ministry of Health of Canada</p> <p>The bidder must provide a copy with their bid.</p>		
M4	<p>The proposed resource must be Licenced to practice in Ontario and in good standing with the College of Physicians and Surgeons of Ontario.</p> <p>The bidder must provide a copy with their bid.</p>		
M5	<p>The proposed resource must have 5 years experience within the last 8 years in Primary Care Dermatology.</p> <p>The bidder must submit a resume/curriculum vitae.</p>		

\*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials web site.\*



Correctional Service  
Canada

Service correctionnel  
Canada

## **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](https://buyandsell.gc.ca/cds/public/2017/01/23/8921a69b8c06457ea41ee196bfb7b495/annex_f_-_national_essential_health_services_framework_-_bilingual.pdf)



**ANNEX G – Medical Practitioner By-Laws**



**CORRECTIONAL SERVICE CANADA**

CHANGING LIVES. PROTECTING CANADIANS.



Correctional Service Canada  
**MEDICAL PRACTITIONER BY-LAWS**

**NOVEMBER 2019**



CORRECTIONAL SERVICE CANADA – MEDICAL PRACTITIONER BYLAWS

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## General

These Medical Practitioner By-Laws govern the Physicians, Dentists and Nurse Practitioners who provide Medical Care to Patients, and those Physicians and Dentists who also provide administrative leadership in relation to the organization and delivery of Health Services in Correctional Service Canada (CSC).

### Amendments

These Medical Practitioner By-Laws shall be reviewed by the National Medical Advisory Committee (NMAC) at least once every 3 years or sooner if required. Any proposed amendment to the By-Laws shall be forwarded to the Medical Practitioners for comment. NMAC having received comments and after due consideration, will recommend an amendment to the Assistant Commissioner, Health Services (ACHS). The ACHS, if in agreement, will approve the amendment.

### Confidentiality

Each Medical Practitioner shall respect and abide by CSC Directives, Policies, their respective College Policy and applicable Legislation or Regulatory requirement pertaining to confidentiality and privacy.

### CSC Health Services Vision, Mission and Values

#### Vision

Improved offender health that contributes to the safety of Canadians.

#### Mission

We provide offenders with effective, efficient health services that:

- Are patient/family/support-centered;
- Encourage individual responsibility;
- Promote healthy reintegration; and
- Contribute to safe communities

#### Values

CSC's Values Statement guides behaviour, decision making and discretionary judgement in the Service.

CSC Medical Practitioners are expected to demonstrate the following shared, reciprocal values in all their interactions with offenders, colleagues, partners, stakeholders and the public:

1. Respect,
2. Fairness,
3. Professionalism,
4. Inclusiveness, and
5. Accountability.





## National Medical Advisory Committee

### Terms of Reference

#### Preamble

The Correctional Service of Canada (CSC) has undertaken to establish a collaborative and constructive partnership with CSC Primary Care Physicians, Psychiatrists, Dentists and Nurse Practitioners for the advancement of quality health services in CSC. Through the Office of the Assistant Commissioner, Health Services (ACHS), a National Medical Advisory Committee (NMAC) will be established.

#### Mandate

- 1) To provide advice and recommendations to the Assistant Commissioner, Health Services on all matters that pertain to Physicians, Dentists and Nurse Practitioners who are or who would be Medical Practitioner Members of CSC, and to provide advice on the quality and organization of health services to inmates.

#### Membership

Composition:

- 2) The following persons shall be members of the NMAC with voting privileges:
  - a) The National Medical Advisor;
  - b) The National Senior Psychiatrist;
  - c) The National Lead Dentist;
  - d) The Regional Physician Lead - Primary Care (5);
  - e) The Regional Physician Lead - Psychiatry (5);
  - f) The Director General, Clinical Services and Public Health;
  - g) The Director General, Mental Health Services;
  - h) The Director, Pharmacy and Health Technology
  - i) A Regional Director, Health Services Representative;
  - j) An Executive Director, Treatment Centre Representative; and
  - k) A Regional Manager, Clinical Services Representative.

Assistant Commissioner, Health Services:

The Assistant Commissioner, Health Services may choose to attend any NMAC meeting at their discretion.

Appointment of Members:

- 3) The National Medical Advisor will Chair the NMAC;
- 4) The Regional Director, Health Services, Executive Director Treatment Centre and the Regional Manager Clinical Services Representatives will be appointed by the Assistant Commissioner, Health Services. Appointment to these positions will be for a 3-year term and may be renewed once at the discretion of the ACHS.
- 5) In the event that a Regional Director, Health Services, Executive Director, Treatment Centre or a Regional Manager, Clinical Services Representative is unable to complete their term, the Assistant Commissioner, Health Services will appoint an interim representative to complete the term.



### **Roles and Responsibilities**

The NMAC shall:

- 6) Having regard for the Vision, Mission and Core Values of CSC, make recommendations to the Assistant Commissioner, Health Services concerning:
  - a) The selection of members of the Medical Practitioners;
  - b) The quality, organization and delivery of medical and dental care;
  - c) The promotion of the health of inmates through the attainment of appropriate and safe health care;
  - d) Policies respecting or impacting the Medical Practitioners and/or Dental Practitioners;
  - e) Promote the benefits of research and advise the CSC Research Branch on topics that would enhance the healthcare provided to CSC patients.
  - f) Identify educational topics and opportunities that will enhance clinical care and strengthen Medical Practitioner leadership.
- 7) Advise the Assistant Commissioner, Health Services on any other matter referred to it by the Assistant Commissioner, Health Services.
- 8) The National Pharmacy and Therapeutics (NP&T) Committee shall provide reports and recommendations pertaining to CSC's National Drug Formulary to NMAC's review and to forward NMAC's recommendations to the ACHS.

### **Meetings**

Frequency:

- 9) The NMAC shall hold at least four (4) meetings in each fiscal year. At least two (2) of these meetings must be in person.
- 10) Meetings that are not held in person may be held by teleconference or videoconference.

Travel:

- 11) Pre-approval by CSC is required for all travel by NMAC members.

Location:

- 12) The in person meetings will normally be held in Ottawa, or in alternate locations that are most cost-effective.

Quorum:

- 13) The quorum of meetings of the NMAC is fifty percent plus one of both of the Medical Practitioners and Dental Practitioners, as well as the Administrative Leadership.

Decision Making Process:

- 14) Decisions made by NMAC will be by consensus; however, failing consensus, a simple majority vote will carry the decision, except for amendments to the Medical Practitioner By-Laws, which will require support of 14 members.

Records of Decisions:

- 15) The Chair will distribute Records of Decisions within 20 working days after each meeting for the review of the NMAC members.



Remuneration:

- 16) CSC assumes responsibility for paying travel and related expenses for members attending NMAC meetings and attending to committee business at the request of CSC, in accordance with the Treasury Board Secretariat and CSC contracting guidelines.
- 17) CSC also provides a per diem professional fee through a Contract / Memorandum of Understanding with each member. Members work within the "contract" parameters that specify meeting preparatory time and potential institutional visits.

*Approved by the Assistant Commissioner, Health Services, November 21, 2019*

## **Roles and Responsibilities**

### **National Medical Advisor**

The National Medical Advisor will be appointed by and accountable to the ACHS or their designate. The term of the appointment will be determined by the ACHS.

The National Medical Advisor Shall:

- Chair the National Medical Advisory Committee (NMAC);
- Develop and oversee the implementation/amendments of CSC's Medical Practitioner By-Laws
- Provide advice and recommendations on the organization, delivery, quality and safety of health services within CSC, with input from the NMAC;
- Review health issues related to inmate care as they arise and provide medical advice for CSC Health Services Senior Management;
- Provide advice on CSC Medical Directives and Guidelines;
- Advance the perspectives, advice and resource requirements of the Medical Practitioners within CSC;
- Promote and maintain a collaborative and constructive relationship between Medical Practitioners and CSC;
- Advise on the planning, recruitment, retention and roles of the Medical Practitioner workforce;
- Undertake an annual review with each Regional Physician Lead to support the fulfilment of the role and enhance their development;
- Provide advice on matters referred by the Assistant Commissioner Health Services or their representative;
- Provide advice and recommendations on matters of professional conduct of Medical Practitioners;
- Work with the Director of Pharmacy and Health Technology on matters pertaining to CSC's National Drug Formulary;
- Provide advice on medical professional issues, and act as liaison between CSC and various Medical Professional bodies across Canada when required to address professional practice issues and/or to seek advice on, for example, standards of practice and ethical standards.



### National Senior Psychiatrist

The National Senior Psychiatrist will be appointed by and accountable to the ACHS or their designate. The term of the appointment will be determined by the ACHS.

### Regional Physician Lead

The Regional Physician Lead is to provide oversight and leadership for their discipline specific medical practice within their region. The Regional Physician Lead will work in conjunction with the Regional & National Administrative Leadership and other members of the Healthcare Team to advance the healthcare of inmates.

**The Regional Physician Lead will be responsible for:**

- Reviewing qualifications and training of all proposed discipline specific physicians seeking to become Medical Practitioners;
- Advance the quality of medical care and treatment provided across their region by:
  - a) Facilitating Medical Practitioner involvement in quality of care reviews in collaboration with the Chief of Health Services, and Chief of Institutional Mental Health when requested by the National Medical Advisor;
  - b) Coordinating concerns and suggestions from Regional Institutional Medical Practitioner Members;
  - c) Engaging their specific Medical Practitioner Discipline Members within the region on the goals and priorities of CSC Health Services, and
  - d) Seeking the input of discipline specific Medical Practitioner Members on new and revised CSC policies and procedures, as part of the consultation process and provide this feedback to the National CSC Medical Advisory Committee.
- Coordinate discussions with their discipline specific Medical Practitioner Members within their region on a biannual basis;
- Meet with each discipline specific Medical Practitioner Member (in person or via teleconference/videoconference) on an annual basis, or more frequently when needed to resolve an urgent matter;
- Identify issues of regional concern that may have national relevance;
- Participate as member of the National Medical Advisory Committee;
- Participate as member of the National Pharmacy and Therapeutics Committee;
- Work collaboratively with the National Medical Advisor and National Senior Psychiatrist to establish national Medical Practitioner Member initiatives, as appropriate, in clinical care and education;
- The Director General, Clinical Services and Public Health (DGCSPH), the Director General, Mental Health, the National Medical Advisor and the National Senior Psychiatrist will schedule a Teleconference/Videoconference twice a year with each of CSC's Regional Health Leadership Teams to discuss Institutional and Regional specific issues, as well as enable the role of the Regional Physician Leaders.





**Appointment:**

The Assistant Commissioner, Health Services will appoint the Regional Physician Lead for Primary Care and for Psychiatry after consultation with the Regional Director, Health Services, the National Medical Advisor/National Senior Psychiatrist and respective Director General.

The appointment will be for a 3-year term that may be renewed to a maximum of three terms given satisfactory annual reviews.

**Administrative Support:**

The Regional Physician Lead will be provided administrative support to enable efficient and effective functioning of the position. The respective Regional Director, Health Services or Executive Director, Treatment Centre will be responsible to ensure that the appropriate adjustments are made to the clinical duties to enable fulfillment of the position, whilst ensuring that there is no impact on the clinical care of the patients.

**Regional Medical Advisory Committee**

**Terms of Reference**

**Preamble**

Medical Practitioner Members in each CSC region require an opportunity to enhance the delivery of care through the establishment of a collaborative and constructive partnership with CSC. A Regional Medical Advisory Committee (RMAC) will be established through the office of the Assistant Commissioner, Health Services (ACHS) and the Regional Director, Health Services (RDHS).

**Mandate**

- 1) To provide advice and recommendations to the Regional Director, Health Services on all matters that pertain to Physicians, Dentists and Nurse Practitioners who are or who would be Medical Practitioner Members of a CSC Region, and to provide advice and feedback on the quality and organization of health services to inmates to the National Medical Advisory Committee (NMAC) through the Chair of the Regional Medical Advisory Committee.

**Membership**

Composition:

- 2) The following persons shall be members of the RMAC with voting privileges:
  - a) The Regional Physician Lead - Primary Care;
  - b) The Regional Physician Lead - Psychiatry;
  - c) A Primary Care Physician Representative;
  - d) A Psychiatrist Representative;
  - e) A Dentist Representative;
  - f) A Nurse Practitioner Representative;
  - g) Regional Director, Health Services;
  - h) Executive Director, Treatment Centre; and
  - i) Regional Manager, Clinical Services
  - j) Regional Manager, Mental Health
  - k) Ad hoc members at the discretion of the Chair



Appointment of Chair:

- 3) The Chair will rotate on a 3-year term basis between the Regional Physician Lead - Primary Care and the Regional Physician Lead – Psychiatry unless otherwise agreed upon in consultation with the Regional Director, Health Services.

Appointment of Members:

- 4) The Representation for the Physician/Dentist/Nurse Practitioner will be selected by the members of their respective disciplines. The selection process will be supported by the respective Regional Physician Leader. Each representative would serve a 3-year term renewable for a further term if supported by his or her members and the Chair of the RMAC.

**Roles and Responsibilities**

The RMAC shall:

- 5) Having regard for the Vision, Mission and Core Values of CSC, make recommendations to the Regional Director, Health Services concerning:
  - a) The quality, organization and delivery of medical and dental care;
  - b) The promotion of the health of inmates through the attainment of appropriate and safe health care;
  - c) Policies respecting or impacting the Medical Practitioner Members; and
  - d) Identification and facilitation when possible on educational topics of regional interest.

**Meetings**

Frequency:

- 6) The RMAC shall hold at least two (2) meetings in each fiscal year.
- 7) Meetings may be held in person by teleconference or videoconference.

Travel:

- 8) Pre-approval by CSC is required for all travel by RMAC members.

Location:

- 9) An In-person meeting will normally be held at the most convenient and cost-effective location.

Quorum:

- 10) The quorum of meetings of the RMAC is fifty percent plus one.

Decision Making Process:

- 11) Decisions made by RMAC will be by consensus; however, failing consensus, a simple majority vote will carry the decision.

Records of Decisions:

- 12) The Chair will distribute Records of Decisions within 20 working days after each meeting for the review by the RMAC members.

Administrative Support:

- 13) The Regional Director Health Services and Executive Director Treatment Centre will ensure that there is sufficient administrative support to enable the efficient and effective functioning of the committee.



Remuneration:

- 14) CSC assumes responsibility for paying travel and related expenses for members attending RMAC meetings and attending to committee business at the request of CSC, in accordance with the Treasury Board Secretariat and CSC contracting guidelines.
- 15) CSC also provides a per diem professional fee through a Contract / Memorandum of Understanding with each member. Members work within the "contract" parameters that specify meeting preparatory time and potential institutional visits.

## Medical Practitioner

### Professional Qualifications and Liability Protection

Individual Medical Practitioners shall provide proof of and maintain:

- License from the appropriate Provincial Regulatory College;
- Certification when appropriate by:
  - The College of Family Physicians of Canada; or
  - Royal College of Physicians and Surgeons of Canada; or
  - Registered as a Nurse Practitioner in the Province they are licensed in
- Liability protection coverage appropriate for the Medical Practitioner's Discipline and acceptable to CSC.

### Medical Practitioner Categories

#### Active Medical Practitioner Category

Those Physicians, Dentists, Nurse Practitioners who provide care to CSC patients largely or wholly in CSC facility.

#### Consulting or Locum Category

Those Physicians, Dentists, Nurse Practitioners or other appropriately trained individuals who have specific skills or expertise that are required for good clinical care, which is usually provided in a community setting but may be required on an occasional basis within a CSC facility.

### Active Category

#### Duties

A member of the Medical Practitioner Member shall:

- a) Maintain a satisfactory standard of professional Medical, Dental or Nurse Practitioner knowledge and ability in the fields of their practice;
- b) Enter and complete patient records in accordance with professional and regulatory guidelines;
- c) Work and communicate with and relate to others in a cooperative, collegial and professional manner to ensure effective and efficient continuity of care for each patient;
- d) Support quality improvement projects and attainment of Accreditation by CSC;
- e) Participate in a Mortality Review when requested by the Regional Physician Lead;
- f) Participate in an Annual Review with their respective Regional Physician Lead;



- g) Fulfill continuing professional educational requirements of their respective academic college and their provincial regulatory college;
- h) Adhere to highest standard of ethical conduct and behaviour;
- i) Act in accordance with the organization's Vision, Mission and Values, the Medical Practitioner By-Laws, Policies and any applicable Provincial Law or Legislative Requirements;
- j) Attend meetings of the Regional Medical Practitioners, if clinical duties allow and
- k) Have up to date inoculations or tests as may be required by CSC or in Provincial Law or Legislative Requirements.

### Appointment and Re-Appointment

The following shall be considered in the appointment or reappointment of applicants to be a Medical Practitioner:

- CSC seek to appoint and re-appoint Medical Practitioners who wish to, or, have established a career in prison health;
- The applicant's training, expertise and potential to contribute to the Vision, Mission and Goals of CSC;
- A clinical focus or specialty interest that would enhance the health care of CSC's patient population;
- The applicant's ability to work in a challenging environment and to collaborate in a respectful and collegial manner with other Health Disciplines and Correctional Staff and Management;
- Initial appointment will be made considering the applicant's training, professional and academic qualifications, clinical expertise and ability to enable CSC to meet its Vision, Mission and Goals;
- Re-appointment will be made considering the Medical Practitioner Annual Review and their continued commitment to CSC's Vision, Mission and Goals;
- Have completed any training as required by CSC or in Provincial Law or Legislative Requirements at the time of appointment or re-appointment;
- The respective Regional Physician Lead - Primary Care or Regional Physician Lead - Psychiatry will provide input into appointments or re-appointments to the Assistant Commissioner, Health Services (ACHS); and
- The ACHS will approve all appointments and re-appointments to the Medical Practitioner Members.

### Annual Review (AR)

- Each Active Medical Practitioner Member will participate in an Annual Review with their respective Regional Physician Lead (RPL). Dentists and Nurse Practitioners will meet with the Regional Physician Lead – Primary Care.
- After the completion of the Annual Review, the Regional Physician Lead will provide feedback to the Medical Practitioner to support their continued professional development.
- The Annual Reviews will enable the Regional Physician Lead to provide feedback to the Regional Director, Health Services and the National Medical Advisory Committee on the ability and capacity of the Medical Practitioner Members to provide safe quality health care to CSC's patient population.





The following is a list of matters that will be covered as part of an annual review, which may be in person or by teleconference/videoconference:

- Feedback from the member on their contribution to the delivery of quality care;
- The member's performance and delivery of:
  - a) Clinical responsibilities
  - b) Monitoring of patients together with timely completion of clinical record documentation
  - c) On-call responsibilities, if applicable.
- Any quality of care or patient safety issues;
- Appropriate and efficient use of CSC Health Services resources;
- Support of and involvement in quality improvement and accreditation initiatives;
- Educational programs/conferences given and attended;
- Participation in any research study;
- The ability to work in a cooperative, collegial and professional manner with other Medical Practitioner Members, Nurses, Correctional Staff and Administrative Management;
- The ability to communicate with the patient and if appropriate the patient's family, as well as other members of the health care team;
- Compliance with CSC's Policies, Guidelines, Directives;
- Any health concern that may impact the member's ability to provide quality care;
- The member's participation in continuing professional development;
- Any considered or planned change in the member's level of service to CSC.

#### Human Resource Plan

- The NMAC will receive an annual update from the Regional Physician Leads on the capacity of the respective Medical Practitioner Members to meet the health care needs of CSC's patients.
- The NMAC will make recommendations to the ACHS on the planning, recruitment and retention of the Medical Practitioner workforce.

#### Professional Conduct

Individual Medical Practitioner Members shall meet the expectations for professional conduct and behaviour as defined in CSC's Code of Conduct and relevant Professional Code of Conduct, or Codes of Ethics. Conduct subject to a review includes but not limited to, acts, statements, professional or personal conduct, which:

- a) Exposes, or is reasonably likely to expose patients, or staff to harm or injury;
- b) Is or is reasonably likely to be detrimental to patient or staff safety in the delivery of quality care within CSC;
- c) Does, or is reasonably likely to constitute abuse;
- d) Results in imposition of sanctions by a College; or
- e) Is contrary to these By-Laws, CSC Directives, Policies and Procedures or relevant Provincial Law or Legislative Requirements.



### **Complaint against a Medical Practitioner Member**

Any concern or complaint against a member of the Medical Practitioner Member respecting any matter set out above, or any other complaint shall be forwarded to the respective Regional Physician Lead and the site Chief of Health Services.

The affected Medical Practitioner Member is entitled to procedural fairness including but not limited to:

- Being provided a copy of the complaint/concern;
- Being afforded confidentiality consistent with CSC's procedures, or to the extent permitted by law;
- The right to respond;
- The opportunity for consensual dispute resolution;
- Being provided a copy of any recommendation, and the reasons leading to them.

If the complaint/concern cannot be solved informally by the Chief of Health Services or through a consensual dispute resolution, then the Regional Director, Health Services and the National Medical Advisor or the National Senior Psychiatrist will be informed.

The process to be subsequently followed will be agreed by the Regional Physician Lead, The National Medical Advisor or National Senior Psychiatrist, the Regional Director, Health Services, and be consistent with natural justice and CSC practices. This process would recognize that the Regional Director Health Services or Executive Director Treatment Centre holds the accountability for a Medical Practitioner Member employment status whether the individual Medical Practitioner is an employee or under Contract to CSC.



## ANNEX H – CONTRACT SECURITY PROGRAM

### APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities

#### Instructions for completing the Application for Registration (AFR)

#### Privacy notice for Canadian entities registering in the CSP

Part of the information collected in this form includes personal information which is collected under the authority of subsection 7(1) of the *Financial Administration Act* and is mandatory in accordance with Treasury Board's *Policy on Government Security and Standard on Security Screening* for the purposes of security assessment and registration in the Contract Security Program (CSP) of Public Services and Procurement Canada (PSPC). The personal information will be used to assess your eligibility to hold a security status or security clearance and for your organization to be registered in the Contract Security Program. The information provided may be disclosed to the Royal Canadian Mounted Police and Canadian Security Intelligence Service to conduct the requisite checks and / or investigation in accordance with the *Policy on Government Security and Standard on Security Screening*. Additionally, the information may be disclosed to and used by other federal institutions that may require this information as part of their functions or investigation under Canadian Law or to the industrial security programs of foreign governments (with which Canada has bilateral security instruments) for foreign assurances.

Personal information is protected, used and disclosed in accordance with the Privacy Act and is described in the Info Source under the Personal Information Bank PWGSC PPU 015 ([Access to information and privacy - PSPC \(tpsgc-pwgsc.gc.ca\)](#)) and the TBS standard personal information bank Personal Security Screening PSU 917 ([Standard personal information banks - Canada.ca](#)). Under the *Privacy Act*, you have the right to access and correct your personal information, if erroneous or incomplete. The personal information from paper sources that accompanies an organization registration is retained for two years after the last administrative action, and then destroyed. The personal information from paper sources that accompanies a foreign ownership, control, or influence assessments is kept for two years, and then destroyed if there are no changes to the organization that are reported to the foreign ownership, control, or influence evaluation office during this period. The personal information from paper sources that accompanies the personnel security screening process or foreign assurance process will be retained for a minimum period of two years after the last administrative action, and then destroyed. The Contract Security Program's retention period and disposal standards of personal information in electronic format may vary from the above retention period.

If you have concerns or require clarification about this privacy notice, you can contact PSPC's Access to Information and Privacy Directorate by email at [TPSGC.ViePrivee-Privacy.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.ViePrivee-Privacy.PWGSC@tpsgc-pwgsc.gc.ca). If you are not satisfied with the response to your privacy concern or if you want to file a complaint about the handling of your personal information, you may wish to contact the Office of the Privacy Commissioner of Canada.

#### General Instructions:

- This form is used for registering Canadian legal entities **ONLY**. The CSP does not register foreign based organizations. **ALL** Foreign based firms must contact the [International Industrial Security Directorate \(IISD\)](#) for more information on the security screening process. Canadian subsidiaries of foreign based firms may be eligible to register with the CSP.
- This form and all supporting documentation requested must be provided in English or French
- In any instance where this form does not allow enough space for a complete answer, please include additional pages or rows to the table as required.

**For organizations that do not yet have a clearance, refusal to provide required information, the provision of a false statement, misleading information, concealment or failure to disclose of any material fact on this application will result in the CSP not granting, or upgrading, a security clearance.**

**In the case of already cleared organizations; a denial or revocation of your organization's existing security clearance may occur and any personnel reliability statuses and/or personnel security clearances issued to your organization will be administratively closed out along with the organization's clearance with the Contract Security Program. This will immediately prohibit your eligibility to perform work on contracts requiring organization security clearances.**

#### Section A - Business Information

- **Legal name of the organization** refers to the legal name of the organization as it is organized & existing within the country of jurisdiction. In the case of Canadian legal entities, this would be the legal name that is registered with federal, provincial or territorial authorities.
- **Business or Trade name** refers to the name which a business trades under for commercial purposes, although its registered, legal name, used for contracts and other formal situations, may be another name.
- **Type of Organization** - All required documentation in relation to the type of organization must be provided
  - **Corporation** refers to an entity having authority under the law to act as a single person distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.

Provide the following information to substantiate this "Type of Organization" selection:

- Stock exchange identifier (if applicable);



- Certificate of incorporation, compliance, continuance, current articles of incorporation, etc.
- Ownership structure chart is mandatory

- **Partnership** refers to an association or relationship between two or more individuals, corporations, trusts, or partnerships that join together to carry on a trade or business.

Provide the following information to substantiate this "Type of Organization" selection:

- Evidence of legal status, ie. partnership agreement;
- Provincial partnership name registration (if applicable);
- Ownership structure chart

- **Sole proprietor** refers to the owner of a business who acts alone and has no partners.

Provide the provincial registration documentation (if applicable) ie. master business license, provincial name registration document

- **Other** (universities, financial institutions, unincorporated organizations, Assembly of First Nations, etc.)

Provide the following information to substantiate this "Type of Organization" selection:

- Evidence of legal status such as acts, charters, bands, etc.
- Ownership structure chart and management structure chart

- **Principal place of business** must be where the business is physically located and operating in Canada. Virtual locations, mail boxes, receiving offices, coworking spaces, representative agent's office, etc. will not be accepted.
- **Self-identify as a diverse supplier:** Public Services and Procurement Canada (PSPC) defines a diverse supplier as "a business owned or led by Canadians from underrepresented groups, such as women, Indigenous Peoples, persons with disabilities and visible minorities.

## Section B - Security Officers

Identify the individual(s) you intend to nominate or are already appointed as your organization's company security officer and alternate company security officer(s). For Document Safeguarding Capability at other locations, please ensure to indicate address(site) the ACSO is located at. Add additional rows or provide a separate page as required. Employee has the same meaning as that used by the Canada Revenue Agency.

- Email address must be able to accept various types of correspondence from the CSP
- Security officers **must** meet all of the following criteria:
  - an employee of the organization;
  - physically located in Canada;
  - a Canadian citizen\*; and
  - security screened at the same level as the organization (in some cases alternates may require a different level).

\*Canadian citizenship is required due to the oversight responsibility entrusted to a security officer and some contractual requirements in relation to national security. This requirement may be waived on a case by case basis for Permanent Residents.

## Section C - Officers

- Your organization must list **all** the names and position titles for its officers, management, leadership team, executives, managing partners, authorized signatories, members, etc. that are responsible for the day to day operations of its business. A management structure chart must be provided to demonstrate the reporting structure. Add additional rows to the section if required.
- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.
- **Citizenship** refers to the status of being a citizen. A **citizen** is a person who, by either birth or naturalization, is a member of a state or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

## Section D - Board of Directors

- List **all** members of your organization's board of directors. Indicate all board titles including the chairperson if there is one. Add additional rows to the section or on a separate page if required.
- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and



remain even though currently residing elsewhere.

- **Citizenship** refers to the status of being a citizen. A **citizen** is a person who, by either birth or naturalization, is a member of a state or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

### Section E - Ownership Information

- For the purposes of the CSP, the following interpretations are applicable:
  - **Direct (or registered) ownership** are all owners who hold legal title to a property or asset in that owner's name.
  - **Ownership** refers to either (1) voting rights attached to the corporation's outstanding voting shares or (2) outstanding shares measured by fair market value.
  - **Parent company** refers to a company which owns and/or controls controlling interest (e.g., voting stock) of other firms or companies, usually known as subsidiaries, which may give it control of the operation of the subsidiaries.

### Section F - Justification (this section is to be completed by organizations that are undergoing a renewal ONLY - not bidding)

- Your organization is to provide a list of active federal contracts, subcontracts, leases, supply arrangements (SA), standing offers (SO), purchase orders that have security requirements. Indicate the contract number (lease, SA, SO, sub-contract, etc.), contracting authority or prime contractor and the security level requirement.

### Section G - Certification and Consent

- Only an officer identified in Section C may complete this section.



**APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities**

**NOTE:**

The provision of false, misleading information, or concealment and/or failure to disclose of any material fact on this application will result in a denial or revocation of your organization security clearance and registration with the Contract Security Program which will immediately prohibit your eligibility to perform on contracts requiring organization security clearances. An incomplete form **will not** be processed.

**SECTION A - BUSINESS INFORMATION**

1. Legal name of the organization	
2. Business or trade name (if different from legal name)	
<p>3. Type of organization - <b>Indicate the type of organization and provide the required validation documentation (select one only)</b></p> <p><input type="checkbox"/> Sole proprietor</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Corporation</p> <p style="padding-left: 20px;"><input type="checkbox"/> Private</p> <p style="padding-left: 20px;"><input type="checkbox"/> Public</p> <p><input type="checkbox"/> Other (specify)</p>	
4. Provide a brief description of your organization's general business activities.	
5. Procurement Business Number (PBN) (if applicable)	6. Self-identify as a diverse supplier (provide profile)
7. Business civic address (head office)	
8. Principal place of business (if not at head office)	
9. Mailing address (if different from business civic address)	
10. Organization website (if applicable)	
11. Telephone number	12. Facsimile number
13. Number of employees in your organization or corporate entity	14. Number of employees requiring access to protected/classified information/assets/sites



**SECTION B – SECURITY OFFICERS**

Please identify all security officers for your organization. For document safeguarding capability identify the site number for each ACSO and the corresponding address for each site below.

Add additional rows or attachments as needed if there is not enough space allotted

Position title	Site #	Surname	Given name	E-mail (where the CSP will send correspondence)
Company security officer (CSO)				
Alternate company security officer (ACSO)				
ACSO (if applicable)				
ACSO (if applicable)				
ACSO (if applicable)				

**For Document Safeguarding Capability ONLY:**

00 – Address will be principal place of business	
01 – Site address:	
02 – Site address:	

**SECTION C – OFFICERS (managing partners, key leadership, signatories, etc.)**

Add additional rows or attachments as needed and include management structure chart demonstrating reporting structures

Position title - within your organization	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile

**SECTION D – LIST OF BOARD OF DIRECTORS**

Add additional rows or attachments as needed

Position title	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile




**SECTION E - OWNERSHIP INFORMATION - PLEASE COMPLETE FOR EACH LEVEL OF OWNERSHIP**

**Please complete for each level of ownership**

Identify all entities, individuals, public or private corporations that have an ownership stake in your organization being registered. Indicate if the entity has a valid Facility Security Clearance from Public Services and Procurement Canada's Contract Security Program or any other country. For publicly traded corporations, identify stock exchange. If there are more than three levels of ownership; please submit on an additional page to include **all** levels of ownership from direct to ultimate.

**Note: The organization structure chart with percentages of ownership must be included with your submission**

**SECTION E-1 - OWNERSHIP LEVEL 1 (direct ownership) if more than three - please provide on additional sheet**

Ownership - Level 1 (Direct Parent)			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			
Percentage of ownership			
Country of jurisdiction or citizenship			

**SECTION E-2 - OWNERSHIP LEVEL 2**

If there is any additional ownership for the names listed in the previous section (E-1) please provide the information below. If not, please indicate N/A (not applicable).

Ownership of entries listed in E-1 (Level 2)			
Name of direct owner from E-1			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			



Facility security clearance (FSC) yes/no			
Percentage of ownership			
Country of jurisdiction or citizenship			

**SECTION E-3 - OWNERSHIP LEVEL 3**

If there is any additional ownership for the names listed in the previous section (E-2) please provide the information below. If not, please indicate N/A (not applicable).

Ownership of entries listed in E-2 (Level 3)

Name of intermediary ownership from E-2			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			
Percentage of ownership			
Country of jurisdiction or citizenship			

**SECTION F - JUSTIFICATION (FOR RENEWING ORGANIZATIONS)**

**Add additional rows or attachments as needed**

Please provide all current procurement rationales that have security requirements - i.e. contracts, leases, RFP, RFI, ITQ, supply arrangements, standing offers, etc.

Contract, lease, SA, SO, etc. number	Client / contracting authority	Security Type & level	Expiry date (dd-mm-yyyy)

**SECTION G - CERTIFICATION AND CONSENT (ONLY AN OFFICER IDENTIFIED IN SECTION C MAY COMPLETE THIS SECTION)**



I, the undersigned, as the Officer authorized by the organization, have read the Privacy Notice to this application and do hereby certify that the information contained in this application is true, complete and correct. I acknowledge and agree to comply with the responsibilities outlined in the Public Services and Procurement Canada's Contract Security Manual and consent to the collection, use and disclosure of my personal information for the purposes as described above. **I agree to notify the Contract Security Program of any changes to the organization including but not limited to: change of address, phone number, contact information, change in security officers, officers and directors, board members, partners, management / leadership team and ownership.**

Surname	Given name
Position title	Telephone number (include extension number if any)
Facsimile number	Email address
Signature	Date (dd-mm-yyyy)

**FOR USE BY THE PSPC'S CONTRACT SECURITY PROGRAM**

Recommendations	
Recommended by e-signature	Approved by e-signature