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RETOURNER LES SOUMISSIONS À :
 Bid Receiving - Réception des soumissions:

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

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

Comments — Commentaires :

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

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

Telephone # — N° de Téléphone : _____

Fax # — No de télécopieur : _____

Email / Courriel : _____

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

Title — Sujet: Professional Practice Lead		
Solicitation No. — N°. de l'invitation 21120-23-4181686	Date: January 18, 2023	
Client Reference No. — N°. de Référence du Client 21120-23-4181686		
GETS Reference No. — N°. de Référence de SEAG 21120-23-4181686		
Solicitation Closes — L'invitation prend fin at /à : 14 :00 EST on / le : 13 February, 2023		
F.O.B. — F.A.B. Plant – Usine: Destination: X Other- Autre:		
Address Enquiries to — Soumettre toutes questions à: Nadine Pike; <u>Nadine.Pike@csc-scc.qc.ca</u>		
Telephone No. – N° de téléphone: (506) 378-1049	Fax No. – N° de télécopieur:	
Destination of Goods, Services and Construction: Destination des biens, services et construction: See Herein Voir aux présentes		
Instructions: See Herein Instructions : Voir aux présentes		
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livraison proposée : Voir aux présentes	
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur		
Name / Nom		Title / Titre
Signature		Date
(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;

1.2 Before access to sensitive information is provided to the bidder, the following conditions must be met:

- (b) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
- (c) the Bidder's security capabilities must be met as indicated in Part 6 – Resulting Contract Clauses.

1.3 For additional information on security requirements, Bidders should refer to the Contract Security Program (CSP) of Public Works and Government Services Canada website.

2. Statement of Work

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

3. Revision of Departmental Name

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

4. Debriefings

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

5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [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 and eighty days (180) 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.

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 ()**

- a) If so, the Bidder must provide the following information:
- b) name of former public servant;
- c) conditions of the lump sum payment incentive;
- d) date of termination of employment;
- e) amount of lump sum payment;
- f) rate of pay on which lump sum payment is based;



- g) period of lump sum payment including start date, end date and number of weeks;
- h) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

4. Enquiries – Bid Solicitation

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

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

4.1 Industry Day:

The industry day will be held at 11:30 EST on January 31, 2023 at the following location:

Virtually on Microsoft Teams

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

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

5. Applicable Laws

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

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

Section II: Financial Bid: **(Not required, See Pricing Schedule in Annex B)**

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

2. Section I: Technical Bid

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

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

3. Section II: Financial Bid

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

3.1 Exchange Rate Fluctuation

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

4. Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

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 – MANDATORY TECHNICAL CRITERIA**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

1.1.2 Point Rated Technical Criteria

Proposals will be evaluated to determine their score with regards to the point rated criteria outlined in **Annex E – MANDATORY TECHNICAL CRITERIA**.

1.2 Financial Evaluation

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. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 50% overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of maximum 90 points.

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

2.3 Tie-breaking method for identical bids:

- a) If two technically compliant bids obtain the same total number of points, CSC will award the contract to the bid having the proposed resource with the highest score for rated criteria R5: *“experience providing Professional Practice Leadership for at least two years at the senior management level at a hospital or community healthcare organization.”*
- b) If two technically compliant bids obtain the same total number of points for rated criteria R5 as per a) above, CSC will award the contract to the bid with the proposed resource having the highest score for rated criteria R1: *“healthcare leadership experience in collaboration or stakeholder management in the last 15 years prior to the closing date of this solicitation.”*



C) If two technically compliant bids are still tied after a) to b) above, then CSC will use the “Coin Toss” method described in Attachment 1 to PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION to determine the top-ranked Bidder.

3. Insurance Requirements

3.1 The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 11 of PART 6 – RESULTING CONTRACT CLAUSES.

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.



ATTACHMENT 1 TO PART 4
EVALUATION PROCEDURES AND BASIS OF SELECTION TIEBREAKER METHODOLOGY–
COIN TOSS

1. CSC Representative: The Contracting Authority named in article 5.1 of the bid solicitation Resulting Contract Clauses, **Correctional Service Canada (CSC) will execute the Coin Toss.**

In the event that the Contracting Authority, CSC is unable or otherwise unavailable to execute the Coin Toss, the Regional Manager, Contracting and Materiel Services, CSC, will execute the Coin Toss.

The CSC Representative will invite an additional CSC employee as Witness to participate in the Coin Toss.

2. **CSC will execute the Coin Toss as follows:**

- a. **CSC will rank the Bidders numerically or alphabetically according to their legal name.**

If one or both Bidders' legal name begins with a number, CSC will rank the Bidders in ascending numerical order, followed, if applicable, by ascending alphabetically order. CSC will assign the name of "Bidder 1" and the Heads side of the coin to the Bidder whose name is numerically ranked first, and the name of "Bidder 2" and the Tails side of the coin to the Bidder whose name is numerically ranked second or whose legal name begins with a letter.

If both Bidders' legal names begin with a letter CSC will rank the Bidders in ascending alphabetical order. CSC will assign the name of "Bidder 1" and the Heads side of the coin to the Bidder whose name is alphabetically ranked first, and the name of "Bidder 2" and the Tails side of the coin to the Bidder whose name is alphabetically ranked second.

- b. **The CSC Representative will contact Bidder 1 and Bidder 2 and will set the date, time and location of the Coin Toss. The CSC Representative will conduct the Coin Toss in the presence of the legal representatives of Bidder 1 and Bidder 2 and the CSC employee invited under 2 above.**

All of the participants must attend the Coin Toss in person.

- c. **The CSC Representative will use a Canadian one-dollar coin ("the Coin") to conduct the Coin Toss.**
- d. **The CSC Representative will select the location where it will conduct the Coin Toss and ensure that the floor or ground on which it will allow the Coin to land and come to rest is clearly visible by all Coin Toss participants.**
- e. **The CSC Representative will flip the Coin into the air such that it rotates edge-over-edge. The CSC Representative will allow the Coin to land on the floor or ground.**

When the coin comes to rest on the floor or ground, the Toss is complete.

3. **If the Coin has come to rest on the floor or ground with the Heads-side facing upwards, CSC will recommend Bidder 1 for contract award. If the Coin has come to rest on the floor or ground with the Tails-side facing upwards, CSC will recommend Bidder 2 for contract award.**



4. **The CSC Representative will record the results of the coin-toss by completing the table below, and obtaining the Coin Toss participants' signatures.**

Date of coin toss (YYYY-MM-DD):	
Location of coin toss (enter full address):	
Results of coin toss – Side facing upwards when the coin came to rest:	<input type="checkbox"/> Heads <input type="checkbox"/> Tails
Bidder recommended for contract award	<input type="checkbox"/> Bidder 1 <input type="checkbox"/> Bidder 2

CSC Representative:

CSC Witness:

Signature

Signature

Name

Name

Title

Title

Date

Date

BIDDER 1 Legal Representative

Legal name of Bidder 1

Signature of person duly authorized to sign on behalf of Bidder 1

Name and title of person duly authorized to sign on behalf of Bidder 1

Date

BIDDER 2 Legal Representative

Legal name of Bidder 2

Signature of person duly authorized to sign on behalf of Bidder 2

Name and title of person duly authorized to sign on behalf of Bidder 2

Date



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:

_____	_____
_____	_____
_____	_____
_____	_____

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 Security Requirements – required documentation

In accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada, the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form at Annex H to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, Bidders who do not provide all of the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the requests for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared noncompliant.

1.4 Federal Contractors Program for Employment Equity - Bid Certification

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



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

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

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

1.5 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources
SACC Manual clause A3015T (2014-06-26) Certifications – BID

1.6 Language Requirements – English, French or Bilingual

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

1.7 Education and Experience

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

1.8 Certification:

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



PART 6 - RESULTING CONTRACT CLAUSES

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

1. Security Requirement

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

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 21120-23-4181686

- 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 (2022-12-01), 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 (2022-06-20) – Compliance with On-Site Measures, Standing Orders, Policies, and Rules – apply to and form part of the contract

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

3.3 Replacement of Specific Individuals

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

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to 3 year later.

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 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

[Fill in at contract award only.]



The Contracting Authority for the Contract is:

Name:

Title:

Correctional Service Canada

Branch/Directorate:

Telephone

E-mail address:

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

[Fill in at contract award only.]

The Project Authority for the Contract is:

Name:

Title:

Correctional Service Canada

Branch/Directorate:

Telephone:

Facsimile:

E-mail address:

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

[Fill in at contract award only.]

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name:

Title:

Company:

Address:

Telephone:

Facsimile:

E-mail address:

6. Payment

6.1 Basis of Payment – Firm Hourly Rate

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



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

6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a) when it is 75% committed, or
 - b) four months before the contract expiry date, or
 - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Monthly 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

Hourly Rate for Travel Time Between Work Locations:



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

The Contractor cannot charge the hourly rate for time spent travelling to get to and from individual's work location and National Headquarters (NHQ).

Travel and Living Expenses when on Travel Status:

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

Limitation of expenditure for travel time and travel expenses **\$150,000.00**

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, the name and address of the client department, contract number, Procurement Business Number (PBN), and financial code(s);
- b. details of the tasks performed, including but not limited to:
attendance at meetings; and
other services related to Annex A;
- c. the number of hours spent performing each task;
- d. the fixed hourly rate(s) in accordance with the Basis of Payment; and
- e. the extension of the totals.



- f. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- g. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

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

7.3 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the Project Authority for certification and payment.
- b. one (1) copy must be forwarded to; HSFinance.GEN-NHQ@CSC-SCC.GC.CA

8. Certifications and Additional Information

8.1 Compliance

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

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

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

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **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;
- (c) the Supplemental General Conditions 4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
- (d) the General Conditions 2010B (2022-01-28) General conditions: Professional services (medium complexity)
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Security Requirements Check List;



- (h) Annex D, Insurance Requirement
- (i) the Contractor's bid dated _____ (to be inserted at contract award)

11. Insurance – Specific Requirements

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

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

11.3 The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

12. Liability

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

13. Ownership Control

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

13.1 The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).

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

13.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister will have the right to treat this Contract as being in default and terminate the contract accordingly.

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

14. Closure of Government Facilities



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

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

15. Tuberculosis Testing

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

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

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

16. Compliance with CSC Policies

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

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

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

17. Health and Labour Conditions

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

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

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

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

18. Identification Protocol Responsibilities



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

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

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

18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify himself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and

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

19. Dispute Resolution Services

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

20. Contract Administration

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

22. 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.

23. 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.

24. Government Site Regulation

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



ANNEX A – Statement of Work

1.1 Background

Correctional Service Canada (CSC) is mandated, under the Corrections and Conditional Release Act (CCRA), to provide every inmate with essential health care; and reasonable access to non-essential health care. For health care provided to inmates, CSC:

- supports the professional autonomy and the clinical independence of registered health care professionals and their freedom to exercise, without undue influence, their professional judgment in the care and treatment of inmates;
- supports those registered health care professionals in their promotion of person-centred care and patient advocacy in accordance with their respective professional code of ethics; and
- promotes decision-making that is based on the appropriate medical care, dental care and mental health care criteria.

There are 43 institutions within CSC and about 14,000 inmates at any given time. Within CSC, there are different levels health care, namely, Primary Care (ambulatory care 8-16 hours per day), Intermediate Mental Health Care (ambulatory care 8-16 hours per day), Treatment Centres (inpatient psychiatric care 24x7), and Regional Continuing Care Centres (Inpatient medical care 24x7) from community facilities and hospitals such as: emergency room care, surgeries; hospitalizations; specialized health care (including, but not limited to, cancer care; imaging and other diagnostics).

Intermediate Mental Health Care is available to those with mental illness whose level of need is beyond the capacity of Primary Care and not at the level of requiring care at the psychiatric hospital level (Treatment Centres). Intermediate care is available in institutions in each region. Treatment Centres are available in each of CSC's five regions and provide inpatient psychiatric care. The Treatment centre in the Prairie Region also serves women. In addition, external in-patient psychiatric hospital beds are available for women in custody at L'Institut Philippe PINEL de Montreal.

In contrast to other levels of care, primary health care (including health and wellness promotion, illness prevention, assessment, diagnosis, treatment and public health) is available at all institutions. Primary health care must also ensure safe and effective transition to the community for offenders leaving custody.

Healthcare within CSC focuses on addressing the health needs of individuals, as well as responding to population health needs (for example older persons; Indigenous persons; racialized persons; persons who inject drugs). Effective health care services require the integration of key elements including:

- care driven by the therapeutic relationship;
- person first orientation (person-centred care);
- non-judgemental (avoidance of professional stigma, especially within the correctional system);
- accessibility to care (timeliness);
- comprehensiveness (interdisciplinary team that collaborates with specialists as required);
- coordination and integration (most responsible provider collaborates with the patient and considers the needs of the whole person in context);
- health promotion;
- appropriate use of technology (telemedicine to increase access to specialists);
- continuity of care between providers and at transition points;
- cost effectiveness ("choosing wisely" and avoiding unnecessary use of diagnostic tests and evaluations);



- disease surveillance;
- reasonable quality improvement measures to confirm service standards.

Within CSC, care is provided by a range of health care professionals including 930 Nurses, 275 psychologists, and 123 other health professionals (including, but not limited to, social workers, occupational therapists, behavioural science technicians, pharmacists, mental health counsellors). Primary care physician services, psychiatry services, dental care, and physiotherapy are normally provided by community health care providers under contract with CSC.

A professional practice structure organizes and supports how healthcare professionals use their discipline specific knowledge and training in communication and collaboration with each other and in partnership with the person receiving the service(s) (“patient”, “client,” “end user”, “service recipient”) to provide care that is interdisciplinary, integrated, comprehensive, continuous, coordinated, and person-centred. The latter is in contrast to an inefficient and ineffective multidisciplinary care approach whereby professionals work independently to create and implement parallel discipline-specific care plans.

1.2 Objectives:

- 1.2.1 CSC requires a Professional Practice Leader for all non-physician disciplines. This person must be a registered nurse who has the expertise, knowledge and experience necessary to advise the Assistant Commissioner Health Services (ACHS) in the following areas:
- a) establishing, monitoring and supporting a professional practice structure within CSC that provides guidance and professional oversight for all health non-physician disciplines within CSC;
 - b) addressing professional practice related issues, promoting professional standards of practice, and implementing evidenced-based practices;
 - c) encouraging and supporting the integration of new and emerging knowledge as part of evidence informed practice;
 - d) identifying CSC’s professional development needs for non-physician disciplines, fostering and supporting a philosophy, commitment, and practice of continuing education and professional development for CSC employees in the context of the population needs of those needing care and in the context of a constantly changing environment of healthcare within a correctional setting;
 - e) promoting and supporting healthcare professionals within CSC in maintaining and strengthening their professional identity and clinical independence (in accordance with the Correctional and Conditional Release Act (CCRA));
 - f) fostering a professional culture that strives for better outcomes, closer collaboration and continuous improvement (Accreditation Canada).

2.0 Tasks:

2.1 The contractor must provide ongoing strategic advice to the ACHS in the following areas:

- 1) organization and operation of professional healthcare disciplines (Professional Practice Structure) in CSC;
- 2) review and support practicing to the full scope of practice for all non-physician disciplines including, but not limited to: nursing (nurse practitioner, registered nurse, registered psychiatric nurse, registered practical nurse, licensed practical nurse), social work, occupational therapy, psychology (psychologist, mental health providers), pharmacy (pharmacist, pharmacy technician, pharmacist assistant), epidemiologists, behavioural science technicians, personal support workers, health records specialists;
- 3) designing initiatives to ensure that health care professionals practice includes the integration of the following key elements of person-centred care:
 - a) care driven by the therapeutic relationship;



- b) person first orientation (person-centred care);
 - c) non-judgemental (avoidance of professional stigma, especially within the correctional system)
 - d) accessibility to care (timeliness);
 - e) comprehensiveness (interdisciplinary team that collaborates with specialists as required);
 - f) coordination and integration of healthcare services that includes collaboration with the patient ;
 - g) health promotion;
 - h) appropriate use of technology (telemedicine to increase access to specialists);
 - i) continuity of care between providers and at transition points (admission, transfer and discharge);
 - j) disease surveillance; and
 - k) quality improvement measures to confirm service standards are met.
- 4) promoting and facilitating professional development and continuing education for CSC health professionals related to the needs of the inmate population; and emerging competency requirements of professional governing bodies;
 - 5) supporting the development of a professional practice culture rooted in an understanding and appreciation of the importance of cultural competency and trauma informed care;
 - 6) maintaining effective partnership with CSC's Chief Medical Officer of Health, Regional Physician Leads in Primary Care and Psychiatry in order to align service delivery according to accepted professional standards;
 - 7) reviewing nursing care issues (nurses constitute the largest professional group within CSC (about 70 % of the professional health care staff), as they arise;
 - 8) monitoring trends, issues and outcomes pertaining to professional practices and the implications for ongoing and future health service delivery and policy;
 - 9) organizing and operating the National Professional Advisory Committee (NPAC), consisting of Regional Directors of Professional Practice and other senior health services healthcare leaders;
 - 10) supporting the governance and strategic plans for the NPAC
 - 11) maintaining ongoing liaison and collaboration with professional governing bodies;
 - 12) reviewing the functions and overlap of interdisciplinary health professionals to maximize the scope of practice of each discipline;
 - 13) reviewing the professional conduct in clinical practice of providers within CSC;
 - 14) developing strategies to ensure that health care professionals understand that the patient-person experience (feedback from patients) is an important quality improvement measure and is central to achieving professional, clinically independent, culturally responsive, integrated and coordinated person centred care;
 - 15) conducting needs assessment related to providing care from a trauma-informed perspective and recommending the appropriate CSC's employees professional development to address gaps

3.0 Deliverables:

3.1 The contractor must:

- a) Provide ongoing consultation and advice to ACHS as outlined in the tasks;
- b) Participate in meetings and provide briefings to ACHS upon request;
- c) Review and provide recommendations on Health Services policies and guidelines, as requested;
- d) Visit CSC Regional Offices and Institutions as requested by the Project Authority.

All deliverables will be subject to inspection and acceptance by the Project Authority. The Project Authority and contractor will mutually determine dates for submitting deliverables.



4.0 Language of work

All deliverables must be provided in English, French or Bilingual.

5.0 Location of Work

- a) The Contractor must perform the work at the contractor's place of business and at National Head Quarters (NHQ) as requested by Project Authority.
- b) The Contractor must attend meetings at NHQ 340 Laurier Avenue West, Ottawa, Ontario, when and as requested by the Project Authority.
- c) Travel to CSC Regional Sites, CSC designated sites, NHQ Health Services, Regional Headquarters (Atlantic, Ontario, Pacific, Prairies, and Quebec) as requested for performance of the work under this contract. All Subject to COVID 19 requirement and restriction.

6.0 Travel

- a) Travel is anticipated for performance of the work under this contract;
- b) CSC will be responsible for all travel and accommodation expenses; and all travel must be requested by and pre-approved by Project Authority.
- c) The Contractor cannot charge the hourly rate for time spent travelling to get to and from individual's work location and National Headquarters (NHQ).

7.0 CSC Responsibilities

During the contract period, CSC will provide:

- a) Access to required documentation, including CSC guidelines, policies and procedures;
- b) Access to individuals;
- c) Access to templates for documentation as requested;
- d) Translation of any documents produced;
- e) Arrangements of meetings or conference calls with the Contractor as and when requested.

8.0 Meetings

The Contractor must participate in meetings in person, by teleconference or videoconference at the Project Authority's request.

9.0 Technical Requirements

- a) CSC will provide the Contractor with a Government of Canada (GC) email address. The Contractor must regularly monitor this GC email address on an ongoing basis and read all email correspondence. The Contractor must communicate all matters that relate to inmates only using this secure email address.
- b) The Project Authority will provide an encrypted laptop to the Contractor for documentation in CSC's Electronic Health Care Records. The Project Authority will obtain all necessary CSC internal approvals and must comply with requirements for taking CSC assets off site. The Project Authority will also ensure the Contractor is aware of all CSC requirements regarding care and protection of CSC assets and IT security requirements including those associated with the use of Portable Data Storage Devices (encrypted laptops).
- c) The Contractor must obtain prior approval, in writing, from the DG Health Policy and Programs before collecting any data. The Contractor must specify what data would be collected and for what purpose.

10.0 Working Hours:

- a) The total number of hours of services may not exceed 1,800 hours annually.
- b) CSC's core business hours are from 07:00 to 18:00, EST, Monday through Friday.



- c) The contractor may be required to work outside CSC's core business hours during the duration of the contract.

11.0 Estimated Level of effort:

Recognizing the size and complexity of the Sector, the estimated level of effort for the Professional Practice Lead will be up to five days on average per week. The Project Authority may adjust this level of effort through the term of the contract depending on CSC's requirements. The Contractor must not perform work in excess of 1800 hours per year without prior written authorization, in writing, from the Project Authority.

12. Limitation and Constraints:

- a) The contractor must immediately report to the Project Authority, by telephone with a follow up by electronic mail, any urgent issue that arises during the course of the work that could impact on its progress.
- b) The Contractor must notify the Project Authority immediately of any significant complaints lodged against the Contractor.
- c) For the duration of the contract, the Contractor must hold a current license in good standing with the provincial licensing body for nurses in the province where services are to be provided. The Contractor must provide a copy of the license renewal to the Contracting Authority annually and a copy of the license when requested to do so.

13. Working within a correctional institutional environment:

13.1 The Contractor must take into account the following issues related to providing health care in a correctional environment in the performance of the work.

- a) In a Correctional Environment there is the possibility of diversion of high abuse potential medications.
- 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.

14. Performance standards:

The Contractor must take into account the following standards in the performance of the work:

14.1 The United Nations Standard Minimum Rules for the Treatment of Prisoners rule 46 (1) (the Nelson Mandela rules). 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."

14.2. The high lifetime prevalence of trauma among incarcerated persons, and the provision of care that recognizes needs for physical and emotional safety, as well as choice and control in decisions affecting the inmate's treatment.

14.3. The gender, cultural, religious and linguistic differences of inmates, the historical context of the lives of Canada's Indigenous peoples, the impacts of intergenerational trauma and the physical, mental, emotional, and social harms experienced by Indigenous people.



14.4. 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).

14.5. CSC's National Medical Advisory Committee and Medical Practitioner By-Laws governing Physicians, Dentists and Nurse Practitioners who provide Medical Care to Patients.

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. 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.

14.6 The Commissioner's Directives 800 Health Services and its associated guidelines and guidance documents are the key references on essential health care. Health care services must respect gender, cultural, religious and linguistic differences. In order to support those in custody in taking responsibility for proactively safeguarding their health, CSC provides: information on health promotion and disease prevention.



ANNEX B – Proposed Basis of Payment

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

The number of hours in the tables below is an estimate only and does not represent a commitment that CSC's future usage will be consistent with these numbers.

1.0 Contract Period

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive firm hourly rate(s) below in the performance of this Contract, Applicable Taxes extra.

Table 1.1

Resource Category	Estimated number of Hours	Firm Per hourly Rate	Total (in Cnd \$)
	A	B	C = A X B
Professional Practice Lead	Up to a maximum of 5,400	\$125	\$675,000.00

The Contractor must advise the Project Authority when 75% of the Contract's financial limitation is reached. This financial information can also be requested by the project Authority on an as-requested basis.

2.0 Options to Extend the Contract Period:

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 Canada for the previous calendar year as established by Statistics Canada. The Contracting Authority will determine these rates at the time the option is exercised using the following formula:

Adjusted rate = all-inclusive hourly rate + (firm all-inclusive hourly rate x % CPI increase for previous calendar year)

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

3.0 Applicable Taxes

- (a) All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.



- (b) The estimated Applicable Taxes of \$ *To Be Inserted 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.

4.0 Electronic Payment of Invoices – Bid

Canada requests that Bidders complete option 1 or 2 below:

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

The following Electronic Payment Instrument(s) are accepted:

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

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

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

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



Annex C – Security Requirements Check List

DSD-NHQ5061



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
21120-23-4181686

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		2. Branch or Directorate / Direction générale ou Direction Health Services, NHQ	
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 SEE SOW ATTACHED -NATIONAL PROFESSIONAL PRACTICE LEAD			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	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: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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Canada



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PART A (continued) / PARTIE A (suite)

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

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☐ No ☐ Yes
Non ☐ Oui

PART C - SAFEGUARDS (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?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui

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

PRODUCTION

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

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

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

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

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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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL	
N/A																
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?



No
Non



Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

« Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?



No
Non



Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

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

Annex D – Specific Insurance requirement

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,



Correctional Service Service correctionnel
Canada Canada

284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

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

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



Annex E - MANDATORY TECHNICAL CRITERIA

1.0 Technical Evaluation:

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

- Mandatory Technical Criteria
- Rated Technical Criteria

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

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

1.6 Response Format

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



#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	<p>The proposed professional practice lead must have a bachelors degree in nursing and hold a current license in good standing with a Canadian provincial college of nursing</p> <p><i>Bidders should provide with their bid:</i> (a) a copy of their degree; (b) a valid license to practice in Canada as evidence of good standing</p> <p><i>If the degree and valid license to practice in Canada are not submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide them. Failure to provide the degree and valid license, within the timeframe provided will render the bid non-responsive.</i></p>		
M2	<p>The proposed professional practice lead must have a minimum 5 years clinical experience in providing nursing care or supervising nursing care to patients during the last 15 years prior to the closing date of this solicitation of providing.</p> <p><i>To facilitate evaluation of their bid, Bidders should include the following information for the experience submitted:</i></p> <p>(a) Name of the proposed nurse's client or employer, (b) Start and end date of the clinical experience, (c) Short description of the clinical experience and responsibilities fulfilled by the proposed nurse, (d) At least one reference who may be contacted to confirm the experience claimed (with a current and valid telephone number and email address Reference(s).</p>		



#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M3	<p>The proposed professional practice lead must have a minimum of 5 years experience in the last 10 years prior to the closing date of this solicitation in providing healthcare leadership,</p> <p>For evaluation purposes, providing healthcare leadership is defined as leading a department or healthcare program(s) within a community hospital, academic health science centre, or primary care network or leading a project on behalf of a government agency at a provincial or federal level.</p> <p><i>To facilitate evaluation of their bid, Bidders should include the following information for the experience submitted:</i></p> <p><i>(a) Start and end date of leadership experience,</i> <i>(b) Short description of the administrative responsibilities fulfilled by the proposed experience.,</i> <i>(c) At least one reference who can be contacted to confirm the experience claimed (with a current and valid telephone number and email address Reference(s)).</i></p>		
M4	<p>The proposed professional practice lead must have a minimum 3 years experience in the last 15 years prior to the closing date of this solicitation as a chair or co-chair of a senior level management committee, board, task force, or advisory group, that reports to the core management team of the organization or a chair or co-chair of a committee or task force that reports to government (either federal, provincial or territorial).</p> <p><i>To facilitate evaluation of their bid, Bidders should include the</i></p>		



#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
	<p><i>following information for the experience submitted:</i></p> <p>(a) <i>Start and end date of the engagement where the proposed experience.</i></p> <p>(b) <i>Name of the committee, board, task force, advisory group group.</i></p> <p>(c) <i>Short description of the responsibilities fulfilled.</i></p> <p>(d) <i>At least one reference who can be contacted to confirm the experience claimed (with a current and valid telephone number and email address Reference(s)).</i></p>		

POINT RATED TECHNICAL CRITERIA

#	Point Rated Technical Criteria	Max Score	Bidder Response (Bidder to explain how points are obtained and reference location in bid)
R1	<p>Points will be awarded to the proposed professional practice lead for healthcare leadership experience in collaboration or stakeholder management in the last 15 years prior to the closing date of this solicitation:</p> <p>10 Points; National collaboration or stakeholder management on behalf of a national healthcare organization or federal government health agency or department.</p> <p>7.5 points; Regional collaboration or stakeholder management on behalf of a healthcare network or province.</p> <p>5 points; Community collaboration or stakeholder management at one (1) healthcare organization.</p> <p>(up to a maximum of 10 points)</p> <p><i>To facilitate evaluation of their bid, Bidders should include the following information for the experience submitted:</i></p> <p>(a) <i>Name of organization, healthcare network or government agency or department;</i></p>	<u> </u> /10	



	<p>(b) <i>Start and end date of the engagement ex's perience;</i></p> <p>(c) <i>Short description of the work performed by the proposed professional practice leader;</i></p> <p>(d) <i>At least one reference who can be contacted to confirm the experience claimed (with a current and valid telephone number and email address Reference(s)).</i></p>		
R2	<p>Points will be awarded to the proposed professional practice lead for specialized training, certification or accredited training completed in the last 10 years prior to the closing date of this solicitation;</p> <p>Each area will be counted only once, up to a maximum of 20 points.</p> <p>15 points for certificate of completion of course(s) in Health Quality Improvement: such as "Plan-do-study-act PDSA", "Sig Sigma", "Lean", "Just Culture.)</p> <p>5 points for Continuing Professional Development courses such as Clinical Healthcare Management, Leadership.</p> <p><i>To facilitate evaluation of their bid, Bidders should include the following information for the training submitted:</i></p> <p>(a) <i>the title of the course or program;</i></p> <p>(b) <i>the name of the academic institution or training provider;</i></p> <p>(c) <i>the date of completion of the training;</i></p> <p>(d) <i>a short description of the training subject matter and contents.</i></p>	___/20	
R3	<p>Points will be awarded to the proposed professional practice lead for leading or participating (contributing, working group, advising, recommending) in Quality Improvement (QI) projects or initiatives undertaken in health care in the following *areas:</p> <ul style="list-style-type: none">• Developing inter-professional teams• Assessing the impact of new team models• Establishing and implementing service standards• Implementing and enhancing patient safety & quality of care	___/20	



	<p>Points will be awarded as follows, up to a maximum of 20 points:</p> <p>10 points will be awarded for leading a QI initiative;</p> <p>5 points will be awarded for participating (contributing: working group, advising, recommending) on a QI project.</p> <p>Each *area will be counted only once</p> <p><i>To facilitate evaluation of their bid, Bidders should include the following information for each project submitted:</i></p> <p>(a) a short description of the project; (b) name of the proposed client or employer; (c) at least one reference per project who can be contacted to confirm the experience claimed (with a current and valid telephone number and email address).</p>		
R4	<p>Points will be awarded to the proposed professional practice lead for experience in the last 15 years prior to the closing date of this solicitation in the development or enhancement of programs related to the following* areas of medicine</p> <p>2 points per area will be awarded.</p> <p>*Each area will be counted only once, up to a maximum of 20 points</p> <p>a) Public Health (Covid-19; influenza) b) Mental Health c) Primary Care model implementation (Patient's Medical Home) d) Emergency medicine e) Electronic Health Records f) Chronic Care g) Older Persons – (Long Term Care level) h) Patient advocacy i) Infectious diseases (HIV/AIDS, HCV, Harm Reduction) j) Substance Use/Addictions k) Trauma Informed Care</p> <p><i>To facilitate evaluation of their bid, Bidders should include the following information for each project submitted:</i></p>	___/20	



	<p>(a) <i>start and end date of the experience</i></p> <p>(b) <i>a short description of the professional practice lead's relevant experience</i></p> <p>(c) <i>at least one reference who can be contacted to confirm the experience claimed (with a current and valid telephone number and email address).</i></p>		
R5	<p>Points will be awarded, as follows, to the proposed professional practice lead for their experience providing Professional Practice Leadership for at least two years at the senior management level at a hospital or community healthcare organization.</p> <p>Points will be awarded as follows up to a maximum of 20 points:</p> <p>20 points – the professional practice lead was responsible for 40 staff or more</p> <p>15 points – the professional practice lead was responsible for 30 to 39 staff</p> <p>10 points – the professional practice lead was responsible for 20 to 29 staff</p> <p>5 points – the professional practice lead was responsible for fewer than 20 staff.</p> <p><i>To facilitate evaluation of their bid, Bidders should include the following information for each project submitted</i></p> <p>(a) <i>the start and end dates of the experience.</i></p> <p>(b) <i>details about the work performed by the proposed professional practice lead on the project</i></p> <p>(c) <i>at least one reference per project will can be contacted to confirm the experience claimed Reference(s):</i></p>	____/20	
	Total # of points	_____	
	Minimum Score Required: 45	/90	



Annex F - MANDATORY TECHNICAL CRITERIA Spreadsheet

MANDATORY REQUIREMENTS																			
M1	<p>The proposed professional practice lead must have a bachelors degree in nursing and hold a current license in good standing with a Canadian provincial college of nursing</p> <p><i>Bidders should provide with their bid:</i> (a) a copy of their degree; (b) a valid license to practice in Canada as evidence of good standing</p> <p><i>If the degree and valid license to practice in Canada are not submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide them. Failure to provide the degree and valid license, within the timeframe provided will render the bid non-responsive.</i></p>	<p>a) a copy of their degree;</p> <p>(b) a valid license to practice in Canada as evidence of good standing</p>																	
M2	<p>The proposed professional practice lead must have a minimum 5 years clinical experience in providing nursing care or supervising nursing care to patients during the last 15 years prior to the closing date of this solicitation of providing.</p>	<p>To facilitate evaluation of their bid, Bidders should include the following information for the experience submitted:</p> <table border="1"> <tr> <td>(a) Name of the proposed nurse's client or employer,</td> <td></td> </tr> <tr> <td>(b) Start and end date of the clinical experience,</td> <td></td> </tr> <tr> <td>From (YYYY-MM-DD):</td> <td></td> </tr> <tr> <td>To (YYYY-MM-DD):</td> <td></td> </tr> <tr> <td>(c) Short description of the clinical experience and responsibilities fulfilled by the proposed nurse,</td> <td></td> </tr> <tr> <td>(d) At least one reference who may be contacted to confirm the experience claimed (with a current and valid telephone number and email address Reference(s).</td> <td></td> </tr> <tr> <td>Name:</td> <td></td> </tr> <tr> <td>Telephone number or email address:</td> <td></td> </tr> </table>		(a) Name of the proposed nurse's client or employer,		(b) Start and end date of the clinical experience,		From (YYYY-MM-DD):		To (YYYY-MM-DD):		(c) Short description of the clinical experience and responsibilities fulfilled by the proposed nurse,		(d) At least one reference who may be contacted to confirm the experience claimed (with a current and valid telephone number and email address Reference(s).		Name:		Telephone number or email address:	
(a) Name of the proposed nurse's client or employer,																			
(b) Start and end date of the clinical experience,																			
From (YYYY-MM-DD):																			
To (YYYY-MM-DD):																			
(c) Short description of the clinical experience and responsibilities fulfilled by the proposed nurse,																			
(d) At least one reference who may be contacted to confirm the experience claimed (with a current and valid telephone number and email address Reference(s).																			
Name:																			
Telephone number or email address:																			



To facilitate evaluation of their bid, Bidders should include the following information for the experience submitted:

M3	<p>The proposed <i>professional practice lead</i> must have a minimum of 5 years experience in the last 10 years prior to the closing date of this solicitation in providing healthcare leadership,</p> <p>For evaluation purposes, providing healthcare leadership is defined as leading a department or healthcare program(s) within a community hospital, academic health science centre, or primary care network or Leading a project on behalf of a government agency at a provincial or federal level.</p>	(a) <i>Start and end date of leadership experience,</i>	
		(b) <i>Short description of the administrative responsibilities fulfilled by the proposed experience.,</i>	
		(c) <i>At least one reference who can be contacted to confirm the experience claimed (with a current and valid telephone number and email address Reference(s).</i>	
		<i>Name:</i> <i>Telephone Number:</i> <i>Email Address:</i>	
M4	<p>The proposed professional practice lead must have a minimum 3 years experience in the last 15 years prior to the closing date of this solicitation as a chair or co-chair of a senior level management committee, board, task force, or advisory group, that reports to the core management team of the organization or a chair or co-chair of a committee or task force that reports to government (either federal, provincial or territorial).</p>	(a) <i>Start and end date of the engagement where the proposed experience.</i>	
		(b) <i>Name of the committee, board, task force, advisory group group,</i>	
		(c) <i>Short description of the responsibilities fulfilled</i>	
		(d) <i>At least one reference who can be contacted to confirm the experience claimed (with a current and valid telephone number and email address Reference(s).</i>	



R1	<p>Points will be awarded to the proposed professional practice lead for healthcare leadership experience in collaboration or stakeholder management in the last 15 years prior to the closing date of this solicitation:</p> <p>5 points; Community collaboration or stakeholder management at one (1) healthcare organization.</p> <p>7.5 points; Regional collaboration or stakeholder management on behalf of a healthcare network or province.</p> <p>10 Points; National collaboration or stakeholder management on behalf of a national healthcare organization or federal government health agency or department.</p> <p>(up to a maximum of 10 points)</p>	To facilitate evaluation of their bid, Bidders should include the following information for the experience submitted:		
		(a) Name of organization, healthcare network or government agency or department,		
		(b) Start and end date of the engagement experience;		
		From (YYYY-MM-DD):		
		To (YYYY-MM-DD):		
		(c) Short description of the work performed by the proposed professional practice leader;		
		(d) At least one reference who can be contacted to confirm the experience claimed (with a current and valid telephone number and email address Reference(s)).		
		Name:		
		Telephone number		
email address:				
R2	<p>Points will be awarded to the proposed professional practice lead for specialized training, certification or accredited training completed in the last 10 years prior to the closing date of this solicitation;</p> <p>Each area will be counted only once, up to a maximum of 20 points.</p> <p>15 points for certificate of completion of course(s) in Health Quality Improvement: such as "Plan-do-study-act"</p>	To facilitate evaluation of their bid, Bidders should include the following information for the training submitted:		
		(a) the title of the course or program;		
		(b) the name of the academic institution or training provider;		
		(c) the date of completion of the training;		
		From (YYYY-MM-DD):		
		To (YYYY-MM-DD):		



	<p>PDSA", "Sig Sigma", "Lean", "Just Culture.")</p> <p>5 points for Continuing Professional Development courses such as Clinical Healthcare Management, Leadership.</p>	(d) a short description of the training subject matter and contents.		
R3	<p>Points will be awarded to the proposed professional practice lead for leading or participating (contributing, working group, advising, recommending) in Quality Improvement (QI) projects or initiatives undertaken in health care in the following *areas:</p> <ul style="list-style-type: none">• Developing inter-professional teams• Assessing the impact of new team models• Establishing and implementing service standards• Implementing and enhancing patient safety & quality of care <p>Points will be awarded as follows, up to a maximum of 20 points:</p> <p>10 points will be awarded for leading a QI initiative;</p> <p>5 points will be awarded for participating (contributing: working group, advising, recommending) on a QI project.</p> <p>*Each area will be counted only once</p>	To facilitate evaluation of their bid, Bidders should include the following information for the experience submitted:		
		(a) a short description of the project;		
		(b) name of the proposed client or employer;		
		(c) at least one reference per project who can be contacted to confirm the experience claimed (with a current and valid telephone number and email address).		
R4	<p>Points will be awarded to the proposed professional practice lead for experience in the last 15 years prior to the closing date of this solicitation in the development or enhancement of programs related to the following* areas of medicine</p>	To facilitate evaluation of their bid, Bidders should include the following information for each project submitted:		
		a) start and end date of the experience		
		From (YYYY-MM-DD):		
		To (YYYY-MM-DD):		



	<p>2 points per area will be awarded.</p> <p>*Each area will be counted only once, up to a maximum of 20 points</p> <ul style="list-style-type: none">a) Public Health (Covid-19; influenza)b) Mental Healthc) Primary Care model implementation (Patient's Medical Home)d) Emergency medicinee) Electronic Health Recordsf) Chronic Careg) Older Persons – (Long Term Care level)h) Patient advocacyi) Infectious diseases (HIV/AIDS, HCV, Harm Reduction)j) Substance Use/Addictionsk) Trauma Informed Care	<p><i>b) a short description of the professional practice lead's relevant experience</i></p>																					
		<p><i>c) at least one reference who can be contacted to confirm the experience claimed (with a current and valid telephone number and email address).</i></p>																					
		<p>Name:</p>																					
		<p>Telephone number</p>																					
		<p>Email address:</p>																					
<p>R5</p>	<p>Points will be awarded, as follows, to the proposed professional practice lead for their experience providing Professional Practice Leadership for at least two years at the senior management level at a hospital or community healthcare organization.</p> <p>Points will be awarded as follows up to a maximum of 20 points:</p> <p>20 points – the professional practice lead was responsible for 40 staff or more</p> <p>15 points – the professional practice lead was responsible for 30 to 39 staff</p> <p>10 points – the professional practice lead was responsible for 20 to 29 staff</p> <p>5 points – the professional practice lead was responsible for fewer than 20 staff.</p>	<p>To facilitate evaluation of their bid, Bidders should include the following information for each project submitted:</p> <table border="1"><tr><td><p>(a) the start and end dates of the experience.</p></td><td></td><td></td></tr><tr><td><p>From (YYYY-MM-DD):</p></td><td></td><td></td></tr><tr><td><p>To (YYYY-MM-DD):</p></td><td></td><td></td></tr><tr><td><p>(b) details about the work performed by the proposed professional practice lead on the project</p></td><td></td><td></td></tr><tr><td><p>(c) at least one reference per project will can be contacted to confirm the experience claimed Reference(s):</p></td><td></td><td></td></tr><tr><td><p>Name:</p></td><td></td><td></td></tr><tr><td><p>Telephone number or email address:</p></td><td></td><td></td></tr></table>	<p>(a) the start and end dates of the experience.</p>			<p>From (YYYY-MM-DD):</p>			<p>To (YYYY-MM-DD):</p>			<p>(b) details about the work performed by the proposed professional practice lead on the project</p>			<p>(c) at least one reference per project will can be contacted to confirm the experience claimed Reference(s):</p>			<p>Name:</p>			<p>Telephone number or email address:</p>		
<p>(a) the start and end dates of the experience.</p>																							
<p>From (YYYY-MM-DD):</p>																							
<p>To (YYYY-MM-DD):</p>																							
<p>(b) details about the work performed by the proposed professional practice lead on the project</p>																							
<p>(c) at least one reference per project will can be contacted to confirm the experience claimed Reference(s):</p>																							
<p>Name:</p>																							
<p>Telephone number or email address:</p>																							



ANNEX G FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

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

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

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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



ANNEX 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. 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 partnershipsthat 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 registrationdocument

- **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 beaccepted.
- **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, IndigenousPeoples, 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 contractualrequirements 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)	
3. Type of organization - Indicate the type of organization and provide the required validation documentation (select one only)	
<input type="checkbox"/> Sole proprietor	
<input type="checkbox"/> Partnership	
<input type="checkbox"/> Corporation	
<input type="checkbox"/> Private	
<input type="checkbox"/> Public	
<input type="checkbox"/> Other (specify)	
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