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## REQUEST FOR A STANDING OFFER DEMANDE D'OFFRE À COMMANDES

Regional Master Standing Offer (RMSO)  
Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of the Correctional Service of Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre du Service correctionnel Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments — Commentaires :

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

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Telephone # — N° de Téléphone :

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Fax # — No de télécopieur :

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

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

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<b>Title — Sujet:</b> Diagnostic Imaging (Ultrasound) Services	
<b>Solicitation No. — N° de l'invitation</b> 21401-27-4502247	<b>Date:</b> October 12, 2023
<b>Client Reference No. — N° de Référence du Client</b> 4502247	
<b>GETS Reference No. — N° de Référence de SEAOG</b> 21401-27-4502247	
<b>Solicitation Closes — L'invitation prend fin</b> at / à : 2 :00 p.m. On / Le : October 19, 2023	<b>Time Zone</b> Fuseau horaire 14 h October 19, 2023
<b>Delivery Required — Livraison exigée :</b> See herein – Voir aux présentes	
<b>F.O.B. — F.A.B.</b> Plant – Usine:                      Destination:                      Other-Autre:	
<b>Address Enquiries to — Soumettre toutes questions à:</b>	
<b>Telephone No. – N° de téléphone:</b> 613-328-9647	<b>Fax No. – N° de télécopieur:</b>
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b> Multiple as per call-up Multiples, selon la commande subséquente.	
<b>Security – Sécurité</b> <b>This request for a Standing Offer includes provisions for security.</b> <b>Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.</b>	
<b>Instructions: See Herein</b> <b>Instructions : Voir aux présentes</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>	
<u>Elizabeth Lake</u> Name / Nom	<u>Procurement Officer</u> Title / Titre
_____ Signature	_____ Date
(Sign and return cover page with offer/ Signer et retourner la page de couverture avec l'offre)	

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offer (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions, which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

### **2. Summary**

**2.1** To address the Correctional Service Canada requirement to provide Offsite Diagnostic Imaging (Ultrasound) Services to offenders in the CMA of the Ontario Region. To meet CSC's mandate to implement primary health care and essential health services at all stages of an offender's sentence: in particular the provision of Offsite Diagnostic Imaging (Ultrasound) Services in accordance with acceptable professional medical standards and the required standards of practice for Ultrasound Imaging in the Province of Ontario and related regulations.

- the period of the Standing Offer is 1 year, plus 2 additional 1 year option periods.

**2.2** This requirement is subject to the following Comprehensive Land Claims Agreements (CLCAs):  
none.

#### **2.3 Conditionally Set-aside Under the Federal Government Procurement Strategy for Indigenous Business (PSIB)**

This requirement is open to both Indigenous and non-Indigenous businesses. All interested suppliers may submit an offer. However, offerors are to note that this requirement is subject to a preference for Indigenous suppliers and will be set-aside under the federal government Procurement Strategy for Indigenous Business (PSIB) if Canada receives two or more responsive offers from Indigenous businesses who meet the requirements of the PSIB.

Indigenous businesses that have not already registered in the Indigenous Services Canada (ISC) Indigenous Business Directory should do so. Additional information on the Indigenous Business Directory is available at the following link:

<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658#c3>.

"This procurement is set aside under the federal government Procurement Strategy for Indigenous Business."

"Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement."

### **3. Security Requirements**

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security, Financial and Insurance Requirements, and Part 7 – Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the [Contract Security Program](#) (CSP) of Public Works and Government Services Canada website.

### **4. Revision of Departmental Name**

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

### **5. Debriefings**

Offerors may request a debriefing on the results of the request for Standing Offer process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for Standing Offer process. The debriefing may be in writing, by telephone or in person.

### **6. Procurement Ombudsman**

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

## **PART 2 - OFFEROR INSTRUCTIONS**

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

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2023-06-08) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

**Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, is amended as follows:**

**Delete: sixty (60) days**

**Insert: ninety (90) days**

#### **1.1 SACC Manual Clauses**

SACC Manual clause M0019T (2007-05-25) Standing Offers, Firm Price and/or Rates

SACC Manual clause M0032T (2014-11-27) Standing Offers, Basis of Selection – Multiple Items

### **2. Submission of Offers**

Offerors must submit their offer only to Correctional Service of Canada (CSC) by the date, time and at the bid submission email address indicated on page 1 of the request for standing offers (RFSO).

**Section 06 Late offers of 2006 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:**

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

**Insert: 06 Late offers:**

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

**Section 07 Delayed offers of 2006 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:**

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

**Insert: 07 Delayed offers:**

Canada will not accept any delayed offers.

**Section 08 Transmission by facsimile or by E-Post Connect of 2006, Standard Instructions - Request for Standing Offers - 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 RFSO, Offerors must submit their offer to the CSC bid submission email address indicated on page 1 of the RFSO document. This email address is the only acceptable email address for Offerors to submit their offer in response to this RFSO.

- b. Offerors may transmit their offer at any time prior to the RFSO closing date and time.
- c. Offerors should include the RFSO 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 offer by email including, but not limited to, the following:
  - i. Receipt of a garbled, corrupted or incomplete offer;
  - ii. Availability or condition of the email service;
  - iii. Incompatibility between the sending and receiving equipment;
  - iv. Delay in transmission or receipt of the offer;
  - v. Failure of the Offeror to properly identify the offer;
  - vi. Illegibility of the offer;
  - vii. Security of offer data;
  - viii. Failure of the Offeror to send the offer to the correct email address;
  - ix. Connectivity issues; or
  - x. Email attachments that are blocked or not received even though the Offeror's email has been successfully delivered.
- e. CSC will send an acknowledgement of receipt of the Offeror's email by email from the bid submission email address provided for the submission of offers. This acknowledgement will confirm only the receipt of the Offeror's email and will not confirm if all of the Offeror's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Offerors requesting confirmation of attachments.
- f. Offerors must ensure they are using the correct email address for offer submission and should not rely on the accuracy of copying and pasting the email address from the RFSO cover page.
- g. A offer transmitted by an Offeror to the CSC bid submission email address constitutes the Offeror's formal offer, and must be submitted in accordance with section 05 of 2006, Standard Instructions - Request for Standing Offers Goods or Services - Competitive Requirements.
- h. Offerors 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 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is deleted in its entirety.**

CSC recommends that offerors submit their response to the requirements of this request for standing offer in typewritten format.

Offerors must ensure that any handwritten information included in their offer is clearly legible in order to allow CSC to complete the offer 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 offers comply with all of the requirements of the request for standing offer including, if applicable, any and all evaluation criteria.

**3. Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

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

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

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

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

#### **4. Enquiries - Request for Standing Offer**

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

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

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.



## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

CSC requests that offerors provide their offer in separate sections as follows:

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

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

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

Section IV: Additional Information: **one (1) electronic copy in PDF format**

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

**Offerors should submit their technical offer and financial offer in two (2) separate documents.**

#### **Section IV: Additional Information**

##### **1.1 Offeror's Proposed Site or Premises Requiring Safeguard Measures**

As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance.

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

- 1.2 The Company Security Officer (CSO) must ensure through the [Contract Security Program \(CSP\)](#) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

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

### **1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CSC will evaluate the offers.
- (c) The evaluation team will determine if Canada has received two (2) or more offers from Indigenous businesses as defined under the Procurement Strategy for Indigenous Businesses (PSIB) that comply with all PSIB requirements as well as the requirements of the request for standing offers. If Canada has received two (2) or more offers from Indigenous businesses that meet these requirements, the Standing Offer Authority will limit the competition to those Indigenous businesses and will not consider offers submitted by non-Indigenous businesses.
- (d) If at any point in the evaluation process Canada finds, whether by determination of invalidity of certifications, determination that offers from Indigenous businesses are non-responsive or withdrawal of offers by Indigenous businesses, such that fewer than two (2) or more responsive offers from Indigenous businesses remain, the Standing Offer Authority will consider all responsive offers, including those submitted by non-Indigenous businesses, and these offers will be then eligible to be awarded a standing offer.

#### **1.1. Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

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

#### **1.2 Financial Evaluation**

##### **1.2.1**

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Offer (if applicable)

SACC Manual Clause M0222T (2016-01-28), Evaluation of Price – Canadian / Foreign Offerors (if applicable)

Offers containing a financial offer other than the one requested at **Article 3. Section II: Financial Offer of PART 3 – OFFER PREPARATION INSTRUCTIONS** will be declared non-compliant.

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

#### **2.1 SACC Manual Clause M0031T (2007-05-25), Standing Offers, Basis of Selection – Mandatory Technical Criteria Only**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **1. Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

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

- A) Subject to subsection B, by submitting an offer in response to this request for standing offer (RFSO), the Offeror certifies that:
- it has read and understands the Ineligibility and Suspension Policy;
  - 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;
  - it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
  - 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;
  - 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
  - it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where an Offeror is unable to provide any of the certifications required by subsection A, it must submit with its offer the completed [Integrity Declaration Form](#). Offerors must submit this form to Correctional Service of Canada with their offer.

## 1.2 Integrity Provisions – Required documentation

**List of names:** all Offerors, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

- i. Offerors that are corporate entities, including those submitting an offer 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. Offerors submitting an offer as sole proprietors, including sole proprietors submitting an offer as joint ventures, must provide a complete list of the names of all owners; or
- iii. Offerors that are a partnership do not need to provide a list of names.

List of Names:

_____	_____
_____	_____
_____	_____
_____	_____

**OR**

- The Offeror is a partnership

During the evaluation of offers, the Offeror must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the offer.

## 1.3 Security Requirements – Required Documentation

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

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

## 1.4 Status and Availability of Resources

SACC Manual clause M3020T (2016-01-28) Status and Availability of Resources

## 1.5 Set-aside for Indigenous Business

Offerors who are not Indigenous businesses do not need to submit this certification.

## 1.6 Language Requirements - English

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

## **1.7 Education and Experience**

SACC Manual clause M3021T (2012-07-16) Education and Experience

## **1.8 Certification:**

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. Security Requirements**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror must provide the addresses of proposed sites or premises of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Before access to sensitive information is provided to the Offeror, the following conditions must be met:
  - (a) the Offeror's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 – Standing Offer and Resulting Contract Clauses;
  - (b) the Offeror's security capabilities must be met as indicated in Part 7 – Standing Offer and Resulting Contract Clauses.
3. For additional information on security requirements, Offerors should refer to the [Contract Security Program \(CSP\)](#) of Public Works and Government Services Canada website.

### **2. Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

#### **2. Security Requirement**

2.1 The following security requirements (SRCL and related clauses provided by CSP) apply to and form part of the Standing Offer.

##### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:**

##### **PWGSC FILE No. 21401-27-4502247**

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor 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. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
3. The Contractor MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor 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).

#### **2.1 Offeror's Site or Premises Requiring Safeguarding Measures / IT Authorization for Storage or Processing**

Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

2.2 The Company Security Officer (CSO) must ensure through the Contract Security Program (CSP) that the Offeror and individual(s) hold a valid security clearance at the required level.

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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 Standing Offer is issued by Correctional Service of 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**

2005 (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

## **4. Term of Standing Offer**

### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from Contract Award Date 2023 to Contract Award Date 2024.

### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one year periods, from Contract Award Date 2024 to Contract Award Date 2025, and Contract Award Date 2025 to Contract Award Date 2026. under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at any time before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## **5. Authorities**

### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Elizabeth Lake  
Title: Procurement Officer  
Correctional Service of Canada  
Branch or Directorate: Contracting and Materiel Management  
Address: 445 Union Street West, Kingston Ontario K7L 2R8

Telephone: 613-328-9647  
E-mail address: Elizabeth.lake@csc-scc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, the Standing Offer Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### **5.2 Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.



### **5.3 Offeror's Representative**

Name:

Title:

Company:

Address:

Telephone:

E-mail address:

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

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

### **7. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is:

Correctional Service of Canada

Kingston Census Metropolitan Area in the Ontario Region.

## **8. Call-up Procedures**

## **9. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the Call-up Against a Standing Offer form or an electronic version.

## **10. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$\_\_\_\_\_ (Applicable Taxes included).

## **11. Financial Limitation**

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## **12. 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 call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-12-01), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions A3000C, A9117C, C6000C, C0710C, C0705C, G2001C, G2004C, H1000C, M3020C, M0018T, M0032T, M0220T, M0222T, M0031T;
- e) the general conditions 2010B;
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) Annex D, Insurance Requirements;
- j) the Offeror's offer dated \_\_\_\_\_ (insert date of offer).

## **13. Certifications and Additional Information**

### **13.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### **13.2 SACC Manual Clauses**

SACC Manual Clause, M3020C (2016-01-28), Standing Offer, Status of Availability of Resources – Standing Offer

#### **14. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **1. Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

#### **2.2 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.

### **3. Term of Contract**

#### **3.1 Period of the Contract**

The work must be completed in accordance with the call-up against the Standing Offer.

### **4. 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.

### **5. Payment**

#### **5.1 Basis of Payment**

Payments will be made in accordance with Annex B – Basis of Payment

#### **5.2 Limitation of Price**

SACC Manual clause C6000C (2018-08-17) Limitation of Price

#### **5.3 Terms of Payment**

SACC Manual clause H1000C (2008-05-12), Terms of Payment, Single Payment

## **5.4 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

## **5.5 Travel and Living Expenses**

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

## **5.6 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).

## **6. Invoicing Instructions**

SACC Manual clause H5001C (2008-12-12), Terms of Payment, Invoicing Instructions

## **7. Insurance – Specific Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

### **7.1 Insurance**

SACC Manual clause G2001C (2018-06-21), Insurance, Commercial General Liability Insurance  
SACC Manual clause G2004C (2018-06-21), Insurance, Medical Malpractice Liability Insurance

## **8. SACC Manual Clauses**

SACC Manual clause A3000C (2022-05-12), Instructions to Bidders/Contractors, Indigenous Business Certification

## **9. 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.

## **10. 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:

10.1 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).

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

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

10.4 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.

## **11. Closure of Government Facilities**

11.1 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.

11.2 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.

## **12. Tuberculosis Testing**

12.1 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.

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

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

## **13. Compliance with CSC Policies**

13.1 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.

13.2 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.

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

## **14. Health and Labour Conditions**

14.1 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.

14.2 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.

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

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

## **15. 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:

- 15.1 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;
- 15.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 15.3 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
- 15.4 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.

## **16. 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](#).

## **17. 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](#).

## **18. Privacy**

- 18.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1885, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 18.2 All such personal information is the property of Canada, and the Contractor must have no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor must have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

## **19. Information Guide for Contractors**

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



## ANNEX A

### STATEMENT OF WORK

The 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 mental health care” In broad terms, health care means medical, dental, mental health care and public health services. During the period of incarceration, inmates are provided with a range of coordinated health services that are accessible, affordable, and appropriate to the correctional environment.

#### 1.1 Background

The Correctional Service Canada has a requirement to provide Offsite Diagnostic Imaging (Ultrasound) Services for the Kingston Census Metropolitan Area in order to for fill the mandate to provide every inmate with essential health care and reasonable access to non-essential mental health care.

The work will involve the following:

#### 1.2 Objectives:

- To address the Correctional Service Canada requirement to provide Offsite Diagnostic Imaging (Ultrasound) Services to offenders in the CMA of the Ontario Region.
- To meet CSC’s mandate to implement primary health care and essential health services at all stages of an offender’s sentence: in particular the provision of Offsite Diagnostic Imaging (Ultrasound) Services in accordance with acceptable professional medical standards and the required standards of practice for Ultrasound Imaging in the Province of Ontario and related regulations.

#### 1.3 Tasks:

- Provide Offsite Diagnostic Imaging (Ultrasound) Services to the offender population from institutions in the Kingston CMA of the Ontario Region by attending to offenders needs in accordance with consultation referrals from appropriate regulated professionals within CSC. Specifically, the Contractor will provide the following in-office ultrasound services:
  - **Joints (i.e., Shoulder, Knee, Elbow, Ankles)**
  - **Lump/Bump**
  - **Groin**
  - **Hernia**
  - **Vascular (i.e., Carotid Doppler, Lower Arterial, Venous Veins)**
  - **Echocardiogram**
- All service bookings will be done on an *as and when* needed basis focusing on the priority groups at the call of the institutional Chief of Health Services or delegate.
- The contractor will provide all the necessary equipment, radiological services, and function in compliance with relevant provincial and regulatory licensing bodies’ regulations/ legislation and in accordance with the policies and guidelines of Correctional Service Canada.
- The Contractor must submit invoices on a monthly basis
  - (a) Invoices must show:
    1. The date, the name and address of the client department, contract number, Procurement Business Number (PBN), and financial code(s);
    2. Details of the tasks performed, including but not limited to:
      - i) Date of ultrasound;
      - ii) Type of ultrasound service;
      - iii) Sending institution;
      - iv) Patient’s first and last initial along with the first three numbers of their FPS; and
      - v) Standard procedure rate.
    3. The number of hours spent performing ultrasounds;
    4. The fixed standard rate(s) in accordance with the Basis of Payment; and
    5. The extension of the totals.
  - (b) 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.

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

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 the Contracting Authority identified under the section entitled Authorities of the Contract.

#### 1.4 Policy Guidelines:

The following is a list of key relevant legislation and CSC Policy/Guidelines but should not be considered an exhaustive list to guide the clinicians in the treatment of offenders. CSC's policies and guidelines can be found on the CSC internet website at [www.CSC-SCC.GC.ca](http://www.CSC-SCC.GC.ca) or available in hard copy. CSC has the mandate to implement primary health care and essential health services at all stages of an offender's sentence consistent with the following:

- CSC Corporate Objectives: [http://www.csc-scc.gc.ca/text/plcy/toc\\_e.shtml](http://www.csc-scc.gc.ca/text/plcy/toc_e.shtml)
- CSC Mission Statement: [http://www.csc-scc.gc.ca/text/organize\\_e.shtml](http://www.csc-scc.gc.ca/text/organize_e.shtml)
- The Corrections and Conditional Release Act (CCRA) Sections 85-89
- CSC National Essential Health Services Framework
- Accreditation Standards and Required Organization Practices
- Infection Prevention and Control Guidelines

#### 1.5 Deliverables:

- To provide Offsite Diagnostic Imaging (Ultrasound) Services including diagnostic medical sonography, case processing and reporting through scheduled appointments on an as and when needed basis for the offender population in accordance with professionally accepted standards.
- The Offsite Diagnostic Imaging (Ultrasound) Services provided must be performed at the contractor's facility, using the contractor's ultrasound equipment.
- All ultrasound images must be processed at the contractor's office for diagnoses and reporting.
- All ultrasound images, diagnoses and reporting must be sent to the specific institutions health care team as indicated on the consultation request.

#### 1.6 Location of work:

- a. The Contractor must perform the work at the Contractor's facility within the limits of Kingston CMA, Ontario.
- b. Travel
  - i. No travel is anticipated for performance of the work under this contract.

#### 1.7 Language of Work:

The Contractor must perform all work in English.

### 1.8 Estimated Usage

Correctional Service Canada estimates the total service requests to range from 300 cases annually, but amounts may fluctuate. Actual levels of services may be lower or higher depending on Correctional Service Canada's requirements.

The average expected workload is expected to be:

<b>Offsite Diagnostic Imaging (Ultrasound) Service Estimated Usage</b>		
<b>**Based on estimated usage of service delivery for 300 cases per year**</b>		
<b>Type of Ultrasound Service</b>	<b>Percentage of total service utilization</b>	<b>Estimated Usage (# of cases)</b>
Joints (Shoulder, Knee, Elbow, Ankles)	26%	78
Lump/Bump, Groin, Hernia	33%	99
Vascular (Carotid Doppler, Lower Arterial, Venous Veins)	16%	48
Echocardiogram	12%	36
Other	13%	39
<b>Total:</b>	<b>100%</b>	<b>300</b>

**ANNEX B**

**PROPOSED BASIS OF PAYMENT**

**[The following basis of payment will apply to any call-up issued against this Standing Offer.**

**1.0 Professional Services provided with a Firm Price:**

For professional services requested by Canada, Canada will pay the Contractor the firm price set out in the Contract based on the firm, all-inclusive standard fee per case plus the applicable fee per case rates set out in this Annex, Applicable Taxes extra.

**2.0 Rates**

**Contract Period: Contract Award 2023 to Contract Award 2024**

Case fee includes providing equipment to perform ultrasound diagnostics, processing, and diagnosis reporting.

<b>Offsite Diagnostic Imaging (Ultrasound) Service Standard Rates per Case</b>					
<i>**Based on estimated usage of service delivery for 300 cases per year**</i>					
	<b>Type of Ultrasound Service</b>	<b>Percentage of Estimated Usage</b>	<b>Estimated Usage</b>	<b>Standard Rate</b>	<b>Estimated Totals (Estimated Usage x Standard Rate)</b>
<b>A</b>	<b>Joints</b> (Shoulder, Knee, Elbow, Ankles)	26%	78	\$_____ / case	78 X \$_____ / case = \$_____
<b>B</b>	<b>Lump/Bump, Groin, Hernia</b>	33%	99	\$_____ / case	99 X \$_____ / case = \$_____
<b>C</b>	<b>Vascular</b> (Carotid Doppler, Lower Arterial, Venous Veins)	16%	48	\$_____ / case	48 X \$_____ / case = \$_____
<b>D</b>	<b>Echocardiogram</b>	12%	36	\$_____ / case	36 X \$_____ / case = \$_____
<b>E</b>	<b>Other</b> (Maximum Rate per Case)	13%	39	\$_____ / case	39 X \$_____ / case = \$_____
<b>F</b>	<b>Cancellation Fee</b> (under 24 hours prior to appointment)			\$_____ / case	
					<b>Add totals above (A + B +C +D +E)</b>
	<b>Total:</b>	<b>100%</b>	<b>300</b>		\$_____

### 3.0 Options to Extend the Standing Offer Period:

Subject to the exercise of the option to extend the Standing Offer period in accordance with Article *<To Be Inserted at Contract Award>* of the original Standing Offer, Options to Extend the Standing Offer, the Contractor will be paid the firm all inclusive standard fee per visit plus the applicable fee per case rates in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation any call-up issued as a result of the Standing Offer extension.

#### Option Year 1: Contract Award 2024 to Contract Award 2025

Case fee includes providing equipment to perform ultrasound diagnostics, processing, and diagnosis reporting.

<b>Offsite Diagnostic Imaging (Ultrasound) Service Standard Rates per Case</b>					
<b>**Based on estimated usage of service delivery for 300 case per year**</b>					
	<b>Type of Ultrasound Service</b>	<b>Percentage of Estimated Usage</b>	<b>Estimated Usage</b>	<b>Standard Rate</b>	<b>Estimated Totals (Estimated Usage x Standard Rate)</b>
<b>A</b>	<b>Joints</b> (Shoulder, Knee, Elbow, Ankles)	26%	78	\$ _____ / <b>case</b>	78 X \$ _____ / case = \$ _____
<b>B</b>	<b>Lump/Bump, Groin, Hernia</b>	33%	99	\$ _____ / <b>case</b>	99 X \$ _____ / case = \$ _____
<b>C</b>	<b>Vascular</b> (Carotid Doppler, Lower Arterial, Venous Veins)	16%	48	\$ _____ / <b>case</b>	48 X \$ _____ / case = \$ _____
<b>D</b>	<b>Echocardiogram</b>	12%	36	\$ _____ / <b>case</b>	36 X \$ _____ / case = \$ _____
<b>E</b>	<b>Other</b> (Maximum Rate per Case)	13%	39	\$ _____ / <b>case</b>	39 X \$ _____ / case = \$ _____
<b>F</b>	<b>Cancellation Fee</b> (under 24 hours prior to appointment)			\$ _____ / <b>case</b>	
	<b>Total:</b>	<b>100%</b>	<b>300</b>		<b>Add totals above (A + B +C +D +E)</b> \$ _____

**Option Year 2: Contract Award 2025 to Contract Award 2026**

Case fee includes providing equipment to perform ultrasound diagnostics, processing, and diagnosis reporting.

<b>Offsite Diagnostic Imaging (Ultrasound) Service Standard Rates per Case</b> **Based on estimated usage of service delivery for 300 case per year**					
	<b>Type of Ultrasound Service</b>	<b>Percentage of Estimated Usage</b>	<b>Estimated Usage</b>	<b>Standard Rate</b>	<b>Estimated Totals</b> <i>(Estimated Usage x Standard Rate)</i>
<b>A</b>	<b>Joints</b> (Shoulder, Knee, Elbow, Ankles)	26%	78	\$ _____ / case	78 X \$ _____ / case = \$ _____
<b>B</b>	<b>Lump/Bump, Groin, Hernia</b>	33%	99	\$ _____ / case	99 X \$ _____ / case = \$ _____
<b>C</b>	<b>Vascular</b> (Carotid Doppler, Lower Arterial, Venous Veins)	16%	48	\$ _____ / case	48 X \$ _____ / case = \$ _____
<b>D</b>	<b>Echocardiogram</b>	12%	36	\$ _____ / case	36 X \$ _____ / case = \$ _____
<b>E</b>	<b>Other</b> (Maximum Rate per Case)	13%	39	\$ _____ / case	39 X \$ _____ / case = \$ _____
<b>F</b>	<b>Cancellation Fee</b> (under 24 hours prior to appointment)			\$ _____ / case	
	<b>Total:</b>	<b>100%</b>	<b>300</b>		<b>Add totals above</b> (A + B +C +D +E) \$ _____

#### **4.0 Applicable Taxes**

- (a) All prices and amounts of money in the Standing Offer 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 Standing Offer Award> are included in the total estimated cost shown on page 1 of this Standing Offer. 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 Offeror agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes or due.

#### **5.0 Electronic Payment of Invoices - Offer**

Canada requests that Offerors 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 Offeror 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-ONT5569-HSEx



Government of Canada /  
Gouvernement du Canada

Contract Number / Numéro du contrat 21401-27-4502247
Security Classification / Classification de sécurité Unclassified

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <p style="text-align: center;">Correctional Service of Canada</p>	2. Branch or Directorate / Direction générale ou Direction <p style="text-align: center;">Health Services</p>		
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 <p style="text-align: center;">Provide off-site Ultrasound Services in the Kingston, Ontario area.</p>			
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
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion	<input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN	<input type="checkbox"/>
Not releasable A ne pas diffuser	<input type="checkbox"/>		<input type="checkbox"/>
Restricted to: / Limité à:	<input type="checkbox"/>	Restricted to: / Limité à:	<input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A	<input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	<input type="checkbox"/>
PROTECTED B PROTÉGÉ B	<input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE	<input type="checkbox"/>
PROTECTED C PROTÉGÉ C	<input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>	NATO SECRET NATO SECRET	<input type="checkbox"/>
SECRET SECRET	<input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/>
TOP SECRET TRÈS SECRET	<input type="checkbox"/>		<input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	<input type="checkbox"/>		<input type="checkbox"/>

TBS/SCT 350-10/3(2004/12)

Security Classification / Classification de sécurité Unclassified
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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 / Non  Yes / 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 / Non  Yes / 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 FIABILITE	<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 EMBLEMES	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 / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui  
DS

**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 / Non  Yes / Oui  
DS

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 / Non  Yes / 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 / Non  Yes / Oui  
DS

**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 / Non  Yes / Oui  
DS

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 / Non  Yes / 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		
NA DS				CONFIDENTIAL		TRÈS SECRET	NATO DIFFUSION RESTRICTION	NATO CONFIDENTIAL		COSMIC TRÈS SECRET	A	B	C	CONFIDENTIAL		TRÈS SECRET
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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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Security Classification / Classification de sécurité Unclassified

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) <b>Brooklyn Stroeder</b>	Title - Titre Regional Professional Practice Lead	Signature <b>Stroeder, Brooklyn</b> <small>Digitally signed by Brooklyn Stroeder, Brooklyn Date: 2023.08.22 09:43:33 -04'00'</small>
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Telephone No. - N° de téléphone 6132427395	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel brooklyn.stroeder@csc-scc.gc.ca	Date
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14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) <b>Dominic St-Denis</b>	Title - Titre Contracting Security Analyst	Signature <b>StDenis, Dominic</b> <small>Digitally signed by StDenis, Dominic DN: cn=StDenis, o=CSC-SCC OU=StDenis, email=StDenis Reason: I am the author of the document Location Date: 2023.09.05 14:42:51-0400 Pdf/PDF Editor Version: 12.1.3</small>
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
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16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) <b>Elizabeth Lake</b>	Title - Titre Procurement Officer	Signature <b>Lake, Elizabeth</b> <small>Digitally signed by Lake, Elizabeth Date: 2023.08.22 14:13:10 -04'00'</small>
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Telephone No. - N° de téléphone 613-328-9647	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel elizabeth.lake@csc-scc.gc.ca	Date
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17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées) <b>APPROVED</b> <b>By Denis Lecompte at 2:58 pm, Sep 14, 2023</b>	Title - Titre <b>Lecompte, Denis</b>	Signature <b>Lecompte, Denis</b> <small>Digitally signed by Lecompte, Denis Date: 2023.09.14 14:58:44 -04'00'</small>
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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## ANNEX D – INSURANCE REQUIREMENTS

### 1. Commercial General Liability Insurance:

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

### 2. Litigation Rights:

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

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

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

## ANNEX E EVALUATION CRITERIA

### 1.0 Technical Evaluation:

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

- Mandatory Technical Criteria
- Rated Technical Criteria

It is **imperative** that the offer **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 offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Offerors 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 offer does not include the required month and year for the start date and end date of the experience claimed.
- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from the start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

**Mandatory Technical Criteria:**

#	Mandatory Technical Criteria	Offeror Response	Met/Not Met (For CSC use)
<b>M1</b>	The firm must be a registered business in good standing authorized to do business in the province of Ontario.	Provide business number:	
<b>M2</b>	All technologists must provide proof of mandatory registration with the College of Medical Radiation and Imaging Technologists of Ontario (CMRITO) in the specialty of diagnostic medical sonography.	<input type="checkbox"/> Yes <input type="checkbox"/> No Registration Number: <hr/>	
<b>M3</b>	All technologists must provide a copy of license to be able to practice <i>with no limitations</i> in the province of Ontario.	<input type="checkbox"/> Yes <input type="checkbox"/> No	