



RETURN BIDS TO :

Bid Receiving (either in person or by mail, including Canada post) :

Correctional Service of Canada
Material Resources Division
250 Montée St-François
Laval (Quebec) H7C 1S5
Telephone: 450-661-9550, ext. 3223

REQUEST FOR PROPOSAL

This solicitation is not a public opening.

Proposal to: Correctional Service 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 services listed herein and on any attached sheets at the price(s) set out therefore.

Comments :

« THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT »

Vendor/Firm Name and Address :

Telephone N° :

Fax N° :

Email :

GST N° or SIN or Procurement Business N°(PBN) :

Title : Optometry services	
Solicitation N° : 21301-15-2055079/A	Date : June 8, 2015
Client Reference N° : 21301-15-2055079/A	
GETS Reference N° : Not applicable	
Solicitation Closes : at : 2:00 p.m. EDT on : June 23, 2015	
F.O.B. : Plant: Destination: X Other :	
Address Enquiries to : Vincent Fournier Contracting and Procurement Regional Officer vincent.fournier@csc-scc.gc.ca	
Telephone N° : 450-661-9550, Ext.: 3298	Fax N° : 450-664-6615
Destination of Services: See Annex A, part 1	
Instructions: See herein	
Delivery Required: See herein	Delivery Offered: See herein
Name and title of person authorized to sign on behalf of Vendor/Firm	

Name	Title

Signature	Date
(Sign and return cover page with bid proposal).	
Submitting a bid and being awarded the contract means that the Contractor has read all the instructions and conditions and that it agrees, by duly signing above (mandatory) , to comply with same.	



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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection and Part 6 - Resulting Contract Clauses.

2. Statement of Work

See Statement of Work at Annex A.

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

After contract award, 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 independent avenue for suppliers to raise complaints regarding the award of contracts under 25,000 \$ for goods and under 100,000 \$ for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual issued by Public Works and Government Services Canada.

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

The Standard acquisition clauses and condition (SACC) Manual clause 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 1.4 and 1.5 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, does not form part of and not apply to the bid solicitation. All other subsections of « 01 Integrity Provisions – Bid », form part of and apply to the bid solicitation.

2. Submission of Bids

Subsection 5.2 d. of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

REMOVE: send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided on page 1;

INSERT: send its bid only to Correctional Service of Canada (CSC) Bids Office specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided on page 1.

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

The following information shall be written on the bid envelope:

- Bid number
- Name of the Contracting and Procurement Regional Officer
- Closing Date

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



4. Applicable Laws

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

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

The bids must be sent only by mail, including Canada Post or in person.

1. Bid Preparation Instructions

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

Section I: Technical Bid: **one (1) hard copies**

Section II: Financial Bid: **one (1) hard copy**

Section III: Certifications: **one (1) hard copy**

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

Bidders are requested to submit their Financial Bid in an envelope separate from their technical proposal.

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

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

2. Section I: Technical Bid

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

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

3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the pricing schedule detailed in **Annex B - Basis of Payment**. The total amount of Goods and Services Tax (GST) / Harmonized Sales Tax (HST) must be shown separately, if applicable.

See Annex B – Basis of Payment for the Pricing Schedule format (if applicable).



3.1 Exchange Rate Fluctuation

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

4. Section III: Certifications

Bidders must submit the certifications required under **Part 5 - Certifications**.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

1.2 Financial Evaluation

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.

This submission is made to several institutions of the Correctional Service of Canada (Quebec Region), located in different places. The tenderer is free to bid for the number of institutions they want. Besides the basis of payment (Annex B), the terms and conditions outlined in this submission are identical to each institution, as well as mandatory criteria and the statement of work (Annex A). The bidder must complete the tables of the basis of payment corresponding to the location(s) that interests him. There must be only one optometrist maximum per establishment performing the work. This same optometrist can apply for other institutions. The financial evaluation will be done separately for each institution. This bid may result in the award of more than one contract.

Pricing Review

Bidders are advised that a review of the proposed pricing may be required by Canada. Detailed supporting data may be requested by Canada to verify the proposed rates and other charges.

In the event of an error in extension or addition of prices, the unit price will prevail.

2. Basis of Selection

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

The contract will be awarded to the responsive bid with the total bid price will be the lowest (per institution). Please note that for the purposes of evaluation, the total bid price will be calculated by adding all the total column of the basis of payment for an institution for the duration of the contract and option



years. In case of a tie at the lowest total price between bidders, the contract will be awarded to the tenderer with the most experience as optometrist in Canada (curriculum vitae).

The awarding of the contract is conditional on meeting the budget ceiling established for this contract.

3. Security Requirement

3.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in **Part 6 - Resulting Contract Clauses**;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

3.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3.3 For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

4. Insurance Requirement

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 clause 11 of Part 6, Resulting Contract Clauses.

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.



1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will 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.

1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

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

1.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** () **NO** ().

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Note to Bidders: Bidders are advised that a contract issued to a FPS in receipt of a pension under the *Public Service Superannuation Act* (PSSA) will be identified as such on the CSC Departmental Proactive Disclosure of Contracts internet site.

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 Bidder has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

1.3 Status and Availability of Resources

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

1.4 Set-aside for Aboriginal Business

Not applicable.

1.5 Language Requirements

The bidder certifies that the proposed resource(s) is/are capable of providing **verbal and written communication** and able to conduct the work in both official languages (English and French)

1.6 Education and Experience

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

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

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

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 Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) **must EACH hold a valid RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror 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 CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), reproduced attached in Annex;
 - (b) Industrial 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual issued by Public Works and Government Services Canada.

As this Contract is issued by CSC, any reference to 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

SACC Manual clause 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

Subsection 31.4 of 2010B, General Conditions – Professional Services (Medium Complexity), will not form part of the Contract. All other subsections of ‘2010B 31 Code of Conduct and Certifications – Contract will form part of the Contract.

3.2 Supplemental General Conditions

SACC manual Item : 4008, 2008-12-12, Personal Information, apply to and form part of the Contract.



4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from the Contract award date to September 30, 2016.

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 one additional of twelve (12) months period 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.

The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Vincent Fournier
Title: Contracting and Procurement Regional Officer
Correctional Service Canada
Branch/Directorate: Material Resources Division
Telephone: 450-661-9550, Ext. 3298
E-mail address: vincent.fournier@csc-scc.gc.ca

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

5.2 Project Authority

To be completed at the contract award.

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

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.

6.1 Basis of Payment

The rate quoted in Annex B includes all that is necessary to carry out the work in accordance with the expected services. This includes: the costs and administrative expenses, profit, transportation labor, and / or any other expenses necessary for the provision of services.

6.2 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

6.3 SACC Manual clause H1008C (2008-05-12), Monthly Payment

6.4 Travel and Living Expenses

CSC will pay no compensation for travel expenses between the residence of the bidder and / or its employees and the workplace specified in this solicitation (Annex-A).

6.5 Direct deposit request

All new suppliers have to sign up for Direct Deposit to receive their payment. All « **IFMMS Supplier Record Requests / Revisions** » CSC / SCC 1400-03 (R-2014-06) form, must be sent to GEN-QUE307Fournisseurs@CSC-SCC.GC.CA See Annex E for forms.

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice has been completed. Invoices must be distributed to the project authority of the institution where the work took place. In the event that a supplier wins the bid for more than one institution, it will provide a separate bill for each institution in which he provides services.

8. Certifications

8.1 Certification of Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with



any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 SACC Manual Clauses

A7017C (2008-05-12) - Replacement of Specific Individuals

9. Applicable Laws

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

10. Priority of Documents

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

- a) the Articles of Agreement;
- b) the Supplemental General Conditions : 4008, 2008-12-12, Personal Information;
- c) the General Conditions : 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity);
- d) The Contractor's bid dated _____ (to be inserted at contract award)

11. Termination on Thirty Days Notice

11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

12. Insurance Requirements

The Contractor must comply with the insurance requirements specified in 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.

12.1 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.



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.

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.

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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:

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (ie. Individual, partnership, joint venture, corporation, Limited Liability Company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) 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 shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) 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 employees 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 shall 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 at: www.csc-scc.gc.ca 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 shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall 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 shall 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 shall 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. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.c.ca.

19. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by (*the supplier or the contractor or the name of the entity awarded this contract*) respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.c.ca.

20. Proactive Disclosure of Contracts with Former Public Servants

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

21. SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations Applies to the contract and form part.



ANNEX A–STATEMENT OF WORK

1. Background

Correctional Service of Canada named CSC wishes to obtain the services of an optometrist to ensure the delivery of optometry services to inmates of the following institutions: Federal Training Centre, Joliette, Drummond, Port-Cartier and Donnacona in accordance with the relevant legislation and standards that govern the practice of optometry in the province of Quebec.

Federal Training Centre Institution is a multi-level facility and is located at 6099, Lévesque Boulevard, Laval (Qc) H7C 1P1. The population is about 416 inmates.

Donnacona Institution is a maximum facility and is located at 1537, route 138, Donnacona (Qc) G3M 1C9. The population is about 303 inmates.

Drummond Institution is a medium facility and is located at 2025, boulevard Jean de Brébeuf, Drummondville (Qc) J2B 7Z6. The population is about 433 inmates.

Joliette Institution is a multi-level facility and is located at 400, rue Marsolais, Joliette (Qc) J6E 8V4. The population is about 91 inmates.

Port-Cartier Institution is a maximum facility and is located at 1, rue de l'aéroport, Port-Cartier (Qc) G5B 2W2. The population is about 233 inmates.

2. Objective

Provide vision care according to National Framework relating to essential health care established by the Correctional Service of Canada and in respect of each of the tasks listed below to the inmates of the institutions listed above as well as inmates to the community.

3. Scope

Optometry services provided to the inmate population in accordance with the National Essential Health Services Framework, July 2012 http://recherche-recherche.gc.ca/rGs/s_r?cdn=canada&st=s&num=10&s5bm3ts21rch=x&st1rt=0&langs=fra&cdn=correctional&q=Cadre+national+relatif+aux+soins+de+sant%C3%A9+essentiels&qcwu-srch-submit=Recherche for a firm period and the option of one additional period of 12 months.

Clinic hours will be determined in consultation with the Chief of Health Services or his/her delegate, and will be subject to his or her approval and at least one (1) week in advance depending on the availability of the facility.

CSC will provide all of the material and examination space necessary to deliver the required services.

Cancellation:

If either working regularly scheduled sessions to be canceled, CSC will provide the bidder subject to five (5) working days. It is understood that under this condition, the bidder will not charge any fees to CSC.

4. Tasks

The optometrist must:

- Commit to the vision care to patients referred by officials of the Health Service in accordance with Commissioner's Directives #800 Health Service <http://www.csc-scc.gc.ca/acts-and-regulations/005006-0001-eng.shtm> and the National Framework on essential health care



http://recherche-recherche.gc.ca/rGs/s_r?cdn=canada&st=s&num=10&s5bm3ts21rch=x&st1rt=0&langs=fra&cdn=correctional&q=Cadre+national+relatif+aux+soins+de+sant%C3%A9+essentiels&gcwu-srch-submit=Recherche

- Meet with individuals and provide the optometry services associated with vision tests and/or eye examinations (verification of pathologies i.e. glaucoma, diabetes, eye dilation);
- Subsequent examinations;
- Reply to doctors' consultation requests;
- Advise inmates in the choice of frames (eyewear), taking measurements;
- Complete the necessary documentation to obtain supplies and make corrections if there occurs;
- Make frame adjustments, repairs, etc.;
- Perform minor repairs on site;
- Upon receipt of the frames, check the prescription and the choice of frame to validate compliance with the provision received and that required;
- Assess inmates whose prescription requires the use of contact lenses (except only on request of the Chief, Health Services or its successor);
- Notify the Chief, Health Services or its successor of any hardware or equipment failure and any required supplies for the clinic;
- Act as a consultant for the Institution' direction regarding optometry issues;
- Serve the Institution in case of emergency, at the request of the Chief, Health Services or its successor;
- Work closely with other members of the health care centre in an egalitarian manner;
- Check and ensure that the procedures of the Institution comply with laws and standards governing the practice of optometry in Quebec
- Be sure to properly maintain the equipment and premises for the services to be provided and will be provided by CSC as labor standards;
- Keep medical files up to date;
- It is understood that the optometrist will provide his own personal assistant as required for its services, and this at no additional cost to CSC;
- In absence of more than two consecutive sessions, the optometrist must provide a replacement with similar skills who have previously authorized reliability status
- Follow Accreditation Canada's Required Organizational Practices (ROPs) to support the continuous improvement of the quality of health care services;
- Actively contribute to the continuous improvement of the quality of health care services by providing suggestions and professional opinions to the manager in charge;



Notes:

- Products related to exams, as lenses, frames, cases and adjustments are provided by the Correctional Service of Canada through an outside vendor;
- The optometrist will not sell its products or doing any advertising under penalty of a contract cancelation;
- The choice of frames is made by the offender with the assistance of the optometrist and measurements of glasses are taken at that time if necessary;
- Supplements requested by offenders will be entered on the form used by the optometrist as well as a different form to be signed by the offender since he will bear the associated costs.

5. Support provided to the Contractor

All optometry equipment required will be provided on site by CSC. The optometrist will have access to the medical files of inmates undergoing an eye examination.

Providing tools such as cell phones, pagers and other tools necessary for the execution of works is the responsibility of the bidder.

6. Constraints

Comply with optometry standards as defined in the National Essential Health Services Framework

Comply with the safety regulations established at CSC and at the institution of the work is done.

Perform the required duties at the health care centre's on-site optometry clinic at Federal Training Centre Institution.

In the event of cell confinement, a clinical appointment can be cancelled as long as the service provider has been given 24 hours' notice.

There are no guaranteed service levels. The required service levels will depend entirely on the number of referrals from the institution's Chief, Health Services.

Replacing staff:

If the Contractor finds it necessary to replace the authorized optometrist at any time during the period covered by the contract, it must give the CSC representative / project manager five working days' notice. His/her delegate must have similar skills and knowledge, as well as CSC security clearance and approval from the CSC representative / project manager. The Contractor is solely responsible for costs associated with replacing staff.

The Contractor is also responsible of meal expenses for the optometrist and/or its employees.

7. Deliverables

Provide optometry services. A minimum average of two (2) examinations per hour is expected.

Provide clinical notes for each exam/evaluation and, if necessary, a prescription, as well as the choice of frames.

All eye examinations and orders for glasses must be documented in the inmate's medical file.

8. Planned meetings

Not applicable.



ANNEX B – BASIS OF PAYMENT (Only services rendered shall be paid for)

1.0 Contract Period

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

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, HST / GST extra.

For each institution, A minimum average of two (2) examinations per hour is expected.

Drummond :

Firm period : from the Contract award date to September 30, 2016

MAXIMUM ESTIMATED ANNUAL NUMBER: 126 hours	HOURLY RATE	TOTAL
	_____ \$	_____ \$

Federal Training Center :

Firm period: from the Contract award date to September 30, 2016

MAXIMUM ESTIMATED ANNUAL NUMBER: 330 hours	HOURLY RATE	TOTAL
	_____ \$	_____ \$

Joliette :

Firm period: from the Contract award date to September 30, 2016

MAXIMUM ESTIMATED ANNUAL NUMBER: 45 hours	HOURLY RATE	TOTAL
	_____ \$	_____ \$

Port-Cartier :

Firm period: from the Contract award date to September 30, 2016

MAXIMUM ESTIMATED ANNUAL NUMBER: 108 hours	HOURLY RATE	TOTAL
	_____ \$	_____ \$



Donnacona :

Firm period: from the Contract award date to September 30, 2016

MAXIMUM ESTIMATED ANNUAL NUMBER: 60 hours	HOURLY RATE	TOTAL
	_____ \$	_____ \$

The estimates listed above are based on past experience and forecast future by CSC. They are given to suppliers to get an idea on the amount involved and as a rating scale only.

No other charges will be accepted.

2.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article *<To Be Inserted at Contract Award>* of the original contract, Options to Extend Contract, the Contractor will be paid the firm all inclusive Per Diem rate(s), in accordance with the following table, GST/HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

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.

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, HST / GST extra.

For each institution, A minimum average of two (2) examinations per hour is expected.

Drummond :

OPTION 1 PERIOD: FROM OCTOBER 1st, 2016 TO SEPTEMBER 30th, 2017

MAXIMUM ESTIMATED ANNUAL NUMBER: 84 hours	HOURLY RATE	TOTAL
	_____ \$	_____ \$

Federal Training Center :

OPTION 1 PERIOD: FROM OCTOBER 1st, 2016 TO SEPTEMBER 30th, 2017

MAXIMUM ESTIMATED ANNUAL NUMBER: 220 hours	HOURLY RATE	TOTAL
	_____ \$	_____ \$



Joliette :

OPTION 1 PERIOD: FROM OCTOBER 1st, 2016 TO SEPTEMBER 30th, 2017

MAXIMUM ESTIMATED ANNUAL NUMBER: 30 hours	HOURLY RATE	TOTAL
	_____ \$	_____ \$

Port-Cartier :

OPTION 1 PERIOD: FROM OCTOBER 1st, 2016 TO SEPTEMBER 30th, 2017

MAXIMUM ESTIMATED ANNUAL NUMBER: 72 hours	HOURLY RATE	TOTAL
	_____ \$	_____ \$

Donnacona :

OPTION 1 PERIOD: FROM OCTOBER 1st, 2016 TO SEPTEMBER 30th, 2017

MAXIMUM ESTIMATED ANNUAL NUMBER: 40 hours	HOURLY RATE	TOTAL
	_____ \$	_____ \$

The estimates listed above are based on past experience and forecast future by CSC. They are given to suppliers to get an idea on the amount involved and as a rating scale only.

No other charges will be accepted.

3.0 HST/GST

All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST)/ Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST/HST, whichever is applicable, is extra to the price herein and will be paid by Canada.



ANNEX C – SECURITY REQUIREMENT CHECK LIST (SRCL)

See attached file on the site "buyandsell.gc.ca ", annexed to this solicitation document.



ANNEX D – EVALUATION CRITERIA

1.0 Technical Evaluation:

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

- Mandatory Technical Criteria

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

1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE 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
 - 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. Furthermore, 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 his or her 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

The bidder shall submit the proposed resource to perform the work described in Annex A - Statement of Work.

The criteria are the same for all institutions listed in this solicitation.

MANDATORY TECHNICAL CRITERIA	Shown Compliance
<p>A) Bidders must submit <u>only one (1) resource person</u> for the job described in Annex A - Statement of Work.</p>	
<p>B) The proposed resource personnel must be a member of the Ordre des optométristes du Québec and have a valid license to practice (<i>provide proof upon submission and after once a year to the Chief, Health Services</i>);</p>	
<p>C) The proposed resource personnel must have a six (6) month experience as an optometrist in Canada during the last five (5) years (<i>provide CV upon submission</i>);</p> <p>Bidders must include at least the following information:</p> <ol style="list-style-type: none"> 1. Where (customer name and address); 2. When (start and end date of the mandate); 3. How (details concerning the work of the proposed resource during the term) mentioned the experience was gained. 	
<p>D) Proof of insurance as required in paragraph 12 of the "Part 6 - Resulting Contract Clauses". This evidence is sought to the winning provider before contract award.</p>	



ANNEX F – DIRECT DEPOSIT FORM AND INSTRUCTIONS

View the form and guidelines, on the site "buyandsell.gc.ca ", annexed to this solicitation document.