

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage , Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> MEDICAL EXPERT PROFESSIONAL SERVICE	
<b>Solicitation No. - N° de l'invitation</b> A0318-120011/A	<b>Date</b> 2013-03-15
<b>Client Reference No. - N° de référence du client</b> A0318-120011	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZH-124-25606	
<b>File No. - N° de dossier</b> 124zh.A0318-120011	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-04-17</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bouchard, Suzy	<b>Buyer Id - Id de l'acheteur</b> 124zh
<b>Telephone No. - N° de téléphone</b> (819) 956-1666 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> ABORIGINAL AFFAIRS & NORTHERN DEVELOPMENT CANADA ROOM 100 1975 SCARTH ST REGINA Saskatchewan S4P2H1 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**Issuing Office - Bureau de distribution**

Training and Specialized Services Division/Division de la formation et des services spécialisés  
11 Laurier St. / 11, rue Laurier  
10C1, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation ;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, Basis of Payment, Security Requirements Check List, Task Authorization Form, the Insurance Requirements and Sample for Monthly Usage Reports - Contracts with TAs.

### 2. Summary

- (a) Indian Residential Schools Adjudication Secretariat (IRSAS) has a requirement for Independent Medical Assessment Services across Canada.  
  
IRSAS is an independent body of the Government of Canada, created to achieve a fair and equitable resolution of long-standing claims in a manner that is timely and respectful for the individuals. IRSAS has established an alternate dispute resolution process to hear and determine these claims.
- (b) The period of the contract will be 2 years and will include provisions to extend the period by up to 3 additional periods of 1-year each.
- (c) There is a security requirement associated with this requirement. For additional information, consult Part 6 – Security and Other Requirements, and Part 7 – Resulting Contract Clauses. 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>) document on the *Departmental Standard Procurement Documents* Web site.
- (d) Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.
- (e) The requirement is conditionally limited to Canadian goods and/or services.

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- (f) This requirement contains 2 streams: Stream 1 is a set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB) and Stream 2 is open to all business (aboriginal and non-aboriginal business). The intent is to award up to two contracts.
- (g) As the exact service delivery locations will only be known when a task authorization is issued, this procurement is subject to all Comprehensive Land Claims Agreements.
- The contractor will make its best effort to use the applicable CLCA business lists to source and procure any goods and/or services and will, to the extent possible, employ CLCA beneficiary people for the required labour.

### **3. 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.

### **4. Conflict of Interest**

A consultant from Coretracks was involved in reviewing the SOW and Evaluation criteria.

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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 04 of Section 05 - Submission of bids of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: 365 calendar days.

#### 1.1 Manual SACC Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time indicated on page 1 of the bid solicitation to the following address:

Department of Public Works and Government Services Canada  
Bid Receiving Unit  
Portage III, 0A1  
11 Laurier Street  
Gatineau, Quebec  
K1A 0S5

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronically to PWGSC will not be accepted.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar 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 Ontario.

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

### PART 3 - BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

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

Section I: Technical Bid (4 hard copies);  
Section II: Financial Bid (1 hard copy and 1 soft copy on CD or DVD or USB key); and  
Section III: Certifications and related documentation (1 hard copy).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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>). To assist Canada in reaching its objectives, bidders should:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- (b) 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.

#### 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. Bidders should demonstrate their capability and describe their approach 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 under the same headings. To avoid

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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.

Part 4, Evaluation Procedures, contains additional instructions that bidders must consider when preparing their technical bid.

## Section II: Financial Bid

- a) Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.
- b) Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
- c) When preparing their financial bid, bidders should review the basis of payment in Annex B and clause 1.2, Financial Evaluation, of Part 4.
- d) The rates and prices specified in the Pricing Schedule, when quoted by the Bidder, include the total cost of the travel time and all travel and living expenses that may need to be incurred for:
  - i. Work described in Part 7, Resulting Contract Clauses, of this bid solicitation required to be performed within 100 km radius of the Bidder's place of business or the resource's place of business; and
  - ii. the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.
- e) Bidders should include the following information in their financial bid:
  - i. Their legal name;
  - ii. Their Procurement Business Number (PBN); and
  - iii. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
    - A. their bid; and
    - B. any contract that may result from their bid.

## Section III: Certifications

In Section III, Bidders should include the certifications and the related documentation required under Part 5.

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## **ATTACHMENT 1 to PART 3 PRICING SCHEDULE**

See attached Excel™ Workbook - pricing schedule.

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## 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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

##### 1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

#### 1.2 Financial Evaluation

- a) The volumetric data included in the pricing schedule detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- b) For bid evaluation and contractor(s) selection purposes only, the total evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

### 2. Basis of Selection

#### 2.1 Basis of Selection - Lowest Evaluated Price

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

Bids not meeting (a) or (b) or (c) will be declared non-responsive.

**Step 1:** Responsive bids submitted under the federal government's Procurement Strategy for Aboriginal Business (PSAB) will be first ranked; the responsive bid from an Aboriginal business with the lowest evaluated price will be recommended for award of a contract.

**Step 2:** All responsive bids including bids from Aboriginal business and non-Aboriginal business will be ranked in ascending order of evaluated prices (excluding the bid recommended in step 1, if any); the responsive bid with the lowest evaluated price being ranked first. Of the highest ranked responsive bids in ascending order of evaluated prices, up to 2 will be recommended for award of a contract. If a bid from an Aboriginal business is recommended for award of a contract in step 1 then only one bid from step 2 will be recommended for award of a contract. If there is no responsive bid from an Aboriginal business from step 1 then two bids from step 2 will be recommended for award of a contract.

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In the event two or more responsive bids have the same lowest evaluated price, these bids will be ranked in descending order of the overall scores obtained for all the point rated technical criteria detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest overall score being ranked the highest.

## ATTACHMENT 1 to PART 4 TECHNICAL CRITERIA

### 1.1.1 Mandatory Technical Criteria

The technical bid must meet the mandatory technical criteria specified in the table below. Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

No.	Technical Mandatory Criterion
<b>MT1</b>	<p>The Bidder must demonstrate that they have been in business for a minimum of 5 years, as of the bid solicitation closing date, providing services as defined in Annex A, Statement of Work.</p> <p>In the case of a joint venture, at least 1 member of the joint venture must meet the minimum 5 years requirement.</p> <p>The bidder should also provide one of the following documents:</p> <ul style="list-style-type: none"> <li>• A copy of the business name Registration Certificate; or</li> <li>• A copy of the Provincial or Territorial Business Corporation Registration Certificate; or</li> <li>• A copy of the Federal Business Incorporation Registration Certificate.</li> </ul>
<b>MT2</b>	<p>The Bidder must have provided a minimum of 200 medical assessments<sup>1</sup> across Canada between March 2010 and the bid solicitation closing, with the following constraints:</p> <ol style="list-style-type: none"> <li>a) A minimum of 20 medical assessments must have been delivered in each of the following provinces (for a total of 80 assessments): British Columbia, Alberta, Saskatchewan and Manitoba;</li> <li>b) A minimum of 100 medical assessments must have been for any combination of the following fields of expertise (Medical Specialization): otolaryngology (ENT), orthopedics and neurology; and</li> <li>c) Medical specialist must be a physician with medical license of the provinces or territories in which the services were provided.</li> </ol> <p>In order to demonstrate the experience, the Bidder must provide a list of medical assessments with at least the following information:</p> <ol style="list-style-type: none"> <li>1- Medical Specialization of the assessment;</li> <li>2- Medical specialist name;</li> <li>3- Province where the medical assessment was delivered; and</li> <li>4- Date of the medical assessment.</li> </ol> <p>Note 1: Medical assessments must be in any of the fields of expertise (medical specialization) listed in the Statement of Work</p> <p><i>See Suggested Response Template in Attachment 2 to Part 4 (attached Excel<sup>m</sup> Workbook)</i></p>
<b>MT3</b>	<p>The Bidder must demonstrate that they can provide medical specialists in the 12 fields of expertise (Medical Specialization) listed in Annex A, Statement of Work across Canada.</p>

<b>MT4</b>	<p>Under the terms of the Settlement Agreement as described in the Statement of Work, claimants have the right to request medical assessments by a physician of a specific gender.</p> <p>The bidder must demonstrate that they are able to provide male and female medical specialists in British Columbia, Alberta, Saskatchewan and Manitoba for the following Medical Specialization: otolaryngology (ENT), orthopedics and neurology.</p>
<b>MT5</b>	<p>The bidder must demonstrate that they are able to provide English and French speaking medical specialists in Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, Prince Edward Island and New Brunswick, North West Territories and Nunavut for the following Medical Specialization: otolaryngology (ENT), orthopedics and neurology.</p>

### 1.1.2 Point Rated Technical Criteria

Bids will be evaluated and scored as specified in the table below. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Bids must achieve a minimum score of 60% (53/89) overall on point-rated criteria RT1 to RT3 to be declared responsive.

<b>No.</b>	<b>Point Rated Technical Criterion</b>	<b>Max. Points</b>
<b>RT1</b>	<p>The Bidder should demonstrate that they have been in business for more than 5 years, as of the bid solicitation closing date, providing services as defined in Annex A, Statement of Work after</p> <p>Points will be allocated as follows:</p> <p>2 points: between 5 to 6 years of experience;            4 points: between 7 to 8 years of experience;            6 points: between 9 to 10 years of experience;            8 points: between 11 to 12 years of experience; and            10 points: more than 13 years of experience.</p>	10
<b>RT2</b>	<p>The Bidder should have provided at least 10 medical assessments<sup>1</sup> in each of the following provinces / territories between March 2010 and bid solicitation closing date:</p> <p>5 points: Yukon            5 points: Northwest Territories            5 points: Nunavut            5 points: New Brunswick            5 points: Nova Scotia            5 points: Newfoundland/Labrador            5 points: Prince Edward Island            10 points: Ontario            10 points: Québec</p> <p>Medical specialist must be a physician with medical license of the provinces or territories in which the services were provided.</p>	55

	<p>Note 1: Medical assessments must be in any of the fields of expertise (medical specialization) listed in Annex A, Statement of Work</p> <p>Bidders may use the Suggest Response Template provided for MT2</p>	
<b>RT3</b>	<p>The Bidder should have provided at least 10 medical assessments in the following fields of expertise between March 2010 and bid solicitation closing date.</p> <p>3 points will be allocated for each field of expertise:</p> <ul style="list-style-type: none"> <li>a) Ophthalmology/Retina Macular;</li> <li>b) Rheumatology;</li> <li>c) Colorectal;</li> <li>d) Urology;</li> <li>e) Gynecology;</li> <li>f) Plastic Surgery;</li> <li>g) Occupational Medicine; and</li> <li>h) Rehabilitation Medicine.</li> </ul> <p>Medical specialist must be a physician with medical license of the provinces or territories in which the services were provided.</p> <p>Bidders may use the Suggest Response Template provided for MT2</p>	24
	<b>Maximum Points</b>	<b>89</b>

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## **ATTACHMENT 2 TO PART 4 Suggested Response Template for MT2**

To facilitate the presentation and evaluation, it is suggested that the information pertaining to MT2 be presented using the template provided in attachment. Rows can be adjusted and added as required.

As this is a suggested response template, bidders are free to provide their own response format and are not restricted to using just the format identified above, as well as, bidders may provide any additional information..

See attached Excel™ Workbook - Suggested Response Template

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

### 2. Additional Certifications Precedent to Contract Award

The certifications and related documentation in Attachment 1 to Part 5 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.

#### 2.1 Federal Contractors Program for Employment Equity Certification

#### 2.2 Status and Availability of Resources

#### 2.3 Education and Experience

#### 2.4 Canadian Content Certification

#### 2.5 Federal government's Procurement Strategy for Aboriginal Business (PSAB)

For Stream 1 : Only bids submitted under the Federal government's Procurement Strategy for Aboriginal Business (PSAB) must provide the certifications included in Attachment 1 to Part 5 (section 2.5).

## ATTACHMENT 1 TO PART 5

### 2. ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

#### 2.1 Federal Contractors Program

- a) The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP or, if the Bidder is a joint venture and if any of the members of the joint venture is subject to the FCP, evidence of the commitment made by the Bidder or by each member of the joint venture who is subject to the FCP must be provided by the Bidder before the award of any contract resulting from the bid solicitation.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either, as a result of a finding of non-compliance by HRSDC, or, following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

- b) The Bidder or, if the Bidder is a joint venture, any of the members of the joint venture who does not fall within the exceptions enumerated in 3.a or b below or does not have a valid certificate number confirming its adherence to the FCP must fax (819-953- 8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder or, if the Bidder is a joint venture, the member of the joint venture certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a) ( ) is not subject to the FCP, having a workforce of less than 100 permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more in Canada;
- b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d) ( ) is subject to the FCP, has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

Further information on the FCP is available on the HRSDC Web site.

#### 2.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

### **2.3 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### **2.4 Canadian Content Certification**

2.4.1 SACC Manual Clause A3050T (2010-01-11), Canadian Content Definition.

2.4.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

### **2.5 Federal government's Procurement Strategy for Aboriginal Business (PSAB)**

Certifications 2.5.1 and 2.5.2 must be provided for only for bids submitted under the Federal government's Procurement Strategy for Aboriginal Business (PSAB) (stream 1).

#### **2.5.1 Procurement Set aside for Aboriginal Business**

A portion of the procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

1. The Bidder:

- certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

A0318-120011/A

124zh

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

A0318-120011

124zhA0318-120011

- 
- agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

The Bidder must check the applicable box below:

- ( ) The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ( ) The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

The Bidder must check the applicable box below:

- ( ) The Aboriginal business has fewer than six full-time employees.

OR

- ( ) The Aboriginal business has six or more full-time employees.

The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

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

#### 2.5.2 Owner / Employee Certification -Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

I am \_\_\_\_\_(insert "an owner" and / or "a full-time employee") of \_\_\_\_\_ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business; and

I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

## PART 6 - SECURITY AND OTHER REQUIREMENTS

### 1. Security Requirement

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 7 – 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 7 – 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
  - (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses;
  - (e) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding.
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. 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>) document on the Departmental Standard Procurement Documents Web site.

### 2. Insurance Requirements

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

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 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.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

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

#### 1.2 Task Authorization

**1.2.1** Work described at Annex A, Statement of Work will be performed under the Contract on an "as and when requested" basis.

**1.2.2** With respect to the Work mentioned under paragraph 1.2.1 of this clause:

- a) an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
- b) the TA Authority and limit will be determined in accordance with paragraph 1.2.3 of this clause;
- c) the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
- d) the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
- e) the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex E, Task Authorization Form. An authorized TA is a completed Annex E signed by the TA Authority or Contracting Authority.

#### 1.2.3 TA Authority and Limit

- a) The Project Authority may authorize individual TAs, inclusive of any revisions, the sole applicable Contract basis of payment of which is Limitation of Expenditure up to a limit of \$25,000.00, GST or HST included. Any TA with a total value that exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit, or any revisions to any previously authorized TA the applicable Contract basis of payment of which is firm lot price must be authorized by the Contracting Authority before issuance to the Contractor.
- b) The authority specified under this clause is granted subject to the sum specified in the Contract under sub article 6.2 - Limitation of Expenditure - Cumulative Total of all authorized TAs, not being exceeded.

#### 1.2.4 Multiple contracts

As more than one contract may be awarded for this requirement, a request to accept work related to a Medical Assessment (Task) will be sent in accordance with paragraph 1.2.5 of this clause. If the Contractor does not confirm by e-mail within 48 hours (Monday to Friday, excluding statutory holidays in Canada and civic holidays) that it is able to perform the Task, the request to accept the Task will be forwarded to the other Contractor (if any), until one of the Contractors indicates it can perform the Task. If none of the Contractors can perform the Task, Canada reserves the right to acquire the required Work by other means. Any of the Contractors may advise the Project Authority and the Contracting Authority by

e-mail that it is unable to carry out additional Tasks. Requests to perform a Task will not be sent to that Contractor until that Contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional Tasks.

Two contracts were awarded as a result of Public Works and Government Services Canada (PWGSC) bid solicitation number: A0318-120001/A:

Contractor Name 1: \_\_\_\_\_

Contractor Name 2: \_\_\_\_\_

## 1.2.5 Task Authorization Process

1.2.5.1 For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex E, Task Authorization Form, containing as a minimum:

- a) Response due date and time (minimum 48 hrs);
- b) Claimant information and Location of Work;
- c) the Contract security requirements applicable to the task or revised task;
- d) Resource (Medical specialists) required, gender and language requirement; and
- e) the Contract basis of payment applicable to the task or revised task

1.2.5.2 The Contractor must provide the Project Authority, within 48 hours (Monday to Friday, excluding statutory holidays in Canada and civic holidays) of its receipt or response due date and time identified in the TA whichever come last, the proposed medical specialist name, total estimated cost for performing the task and a breakdown of that cost (including estimated travel time and travel and living expenses), established in accordance with the Basis of Payment specified in the Contract and as identified in Part 2 of the TA. Part 3 of the TA form must be signed by the Contractor.

## 1.2.6 TA Authorization

- a) The Project Authority will authorize the TA based on:
  - i. the request submitted to the Contractor pursuant to paragraph 1.2.5.1 above;
  - ii. the Contractor's response received, submitted pursuant to paragraph 1.2.5.2 above; and
  - iii. the agreed total estimated cost for performing the task or, as applicable, revised task.
- b) The Project Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified in 1.2.5 above.
- c) The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).

## 1.2.7 Minimum Work Guarantee

- a) In this clause,
 

**"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (excluding GST/HST); and

**"Minimum Contract Value"** means \$25,000.00
- b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph c of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for

Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

- c) In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.
- d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### 1.2.8 Monthly Usage Reports - Contracts with TAs

- a) The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.
- b) No later than 10 calendar days after the end of each months, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (MSOffice Excel), the data elements specified in paragraphs c and d below in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

A sample spreadsheet containing the data elements contained in paragraphs c and d is provided in Annex F.

- c) For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:
  - i. the TA number appearing on the TA form;
  - ii. the date the task was authorized appearing on the TA form;
  - iii. the total estimated cost of the task (GST/HST extra) before any revisions appearing on the TA form;
  - iv. the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
    - A) the TA revision number;
    - B) the date the revision to the task was authorized;
    - C) the authorized increase or decrease (GST/HST extra);
    - D) the total estimated cost of the task (GST/HST extra) after authorization of the revision;
  - v. the total cost incurred for the task (as last revised, as applicable), GST/HST extra;
  - vi. the total cost incurred and invoiced for the task (as last revised, as applicable), GST/HST extra;
  - vii. the GST/HST total amount invoiced;
  - viii. the total amount paid, GST/HST included;
  - ix. the start and completion date of the task (as last revised, as applicable);
  - x. if the medical report is received;
  - xi. the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable);
- d) For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:
  - i. the sum (GST/HST extra) specified in sub-article 6.2 Limitation of Expenditure - Cumulative Total of all Authorized TAs;
  - ii. the total cost incurred for all authorized tasks inclusive of any revisions, GST/HST extra;

- iii. the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, GST/HST extra;
- iv. the GST/HST total amount invoiced for all authorized tasks inclusive of any revisions; and
- v. the total amount paid for all authorized tasks inclusive of any revisions, GST/HST extra.

- e) The following **PROTECTED B** information is to be provided only with the report sent to the Project Authority via secured electronic exchange system detailed in Article 3:
  - i) claimant name.

## 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### 2.1 General Conditions

2035 (2012-11-19), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 2.2 Supplemental General Conditions

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

## 3. Security Requirement

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/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) Industrial Security Manual (Latest Edition)

## 4. Term of Contract

### 4.1 Period of the Contract

The period of the Contract is 2 years from date of Contract.

### 4.2 Option to Extend the Contract

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The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Suzy Bouchard  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Training and Specialized Services Division  
Address: Place du Portage III, 10C1

Telephone : 819-956-1666  
E-mail address: suzy.bouchard@pwgsc.gc.ca

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

### **5.2 Project Authority**

The Project Authority for the Contract is:

*(to follow contract award)*

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 Task Authorization and the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **5.3 Contractor's Representative**

*(to follow contract award)*

## **6. Payment**

### **6.1 Basis of Payment**

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

### **6.1.1 TA Firm Lot Price (Medical Assessment)**

When the applicable basis of payment specified in a TA authorized and issued under the Contract is firm lot price, in consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm lot price stipulated in the authorized TA, as determined in accordance with the basis of payment cost elements in Annex B. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### **6.1.2 TA subject to a Limitation of Expenditure (Professional Fees)**

When the basis of payment specified in a TA authorized and issued under the Contract is limitation of expenditure, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the basis of payment cost elements (hourly rate), in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

- (a) when it is 90 percent committed, or
- (b) one month before the final delivery date specified in the authorized TA, or
- (c) as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,

whichever comes first.

If the notification is for inadequate authorized TA funds, the Contractor must provide to the TA Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.1.3 Limitation of Expenditure - Authorized travel time and travel and living expenses for work location outside of a 100 km radius of the medical specialist's place of business**

For the requirements relative to travel described in section 14.0, Location of Work and Travel Requirement, of the Statement of Work in Annex A.

The Contractor will be paid its travel time and reimbursed its authorized travel and living expenses reasonably and properly incurred as detailed in Sections 2.0 and 3.0 of Annex B, Basis of Payment.

All travel must have the prior authorization by the Project Authority or the TA Authority.

The authorized travel time and travel and living expenses will be paid upon submission of an itemized statement and invoices supported by receipt vouchers. All payments are subject to government audit.

## 6.2 Limitation of Expenditure - Cumulative Total of all Authorized TAs

Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$\_\_\_\_\_. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

- (a) when it is 90 percent committed, or
- (b) One month before the Contract expiry date, or
- (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

## 6.3 Method of Payment

### Methods of Payment - Authorized TA

The following methods of payment will form part of the authorized TA:

#### Monthly Payments

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

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

## 6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
 C2000C (2007-11-30), Taxes - Foreign-based Contractor  
 C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor  
 C0305C (2008-05-12), Cost Submission  
 A9116C (2007-11-30), T1204 Information Reporting by Contractor

## 6.5 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

## 7. Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- b) Each invoice must be supported by:
  - i) a copy of time sheets to support the time claimed;
  - ii) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
- c) Invoices must be distributed as follows:
  - i) The original must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract, for certification and payment.
  - ii) One copy must be forwarded via e-mail to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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 Aboriginal Business Certification

SACC Manual clause A3000C (2011-05-16) Aboriginal Business Certification

### 8.3 Canadian Content Certification

SACC Manual clause A3060C (2008-05-12), Canadian Content Certification

## 9. Applicable Laws

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

## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4008 (2008-12-12), Personal Information;
- (c) the general conditions 2035 (2012-11-19), General Conditions - Higher Complexity - Services;

- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements
- (h) the signed Task Authorizations (including all of its annexes, if any); and
- (i) the Contractor's bid dated \_\_\_\_\_ (*date of bid*)

## 11. Foreign Nationals

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

## 12. Insurance Requirements

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

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.

## 13. Canceling or Rescheduling of Medical Assessment Appointment

- (a) Without restricting any other terms and conditions of the Contract, any scheduled medical assessment appointment may be canceled or rescheduled in whole or in part by Canada by giving a written notice to the Contractor or Canada at least 48 hours prior to the medical assessment appointment.
- (b) If Canada cancels or reschedules a medical assessment appointment without providing a written notice of at least 48 hours, then the Contractor will be paid for the medical assessment in accordance with Annex B, Basis of Payment, Section 1.1 - Firm Lot Price - Medical Assessment. If Canada cancels or reschedules a medical assessment appointment without providing a written notice of at least 12 hours, then the Contractor will be paid for the medical assessment, travel time (if any) and will be reimbursed for any non-refundable and non-transferrable travel charges (if any) incurred without any allowance for overhead or profit in accordance with Annex B - Basis of Payment.

## ANNEX A STATEMENT OF WORK

### 1.0 Title

- 1.1 Independent Medical Assessments for the Indian Residential Schools Adjudication Secretariat.

### 2.0 Context

- 2.1 Indian Residential Schools Adjudication Secretariat (IRSAS), an independent body of the Government of Canada, was created to achieve a fair and equitable resolution of long-standing claims in a manner that is timely and respectful for the individuals. IRSAS has established an alternate dispute resolution process to hear and determine these claims.
- 2.2 As part of this process, former students of Indian Residential Schools ("claimants") provide testimony before independent adjudicators who hear the claimant's testimony and seek to validate the claim based upon this and any other credible evidence that may be available. If a claimant established to the adjudicator's satisfaction that either physical and/or sexual abuse occurred and the claimant may have suffered a degree of consequential harm or loss of opportunity, the adjudicator may order an assessment by an expert before compensation can be awarded to the claimant for such harm.
- 2.3 Assessments are medical in nature. Based on a sample of assessments commissioned by IRSAS: 60% were otolaryngology/ENT; 21% orthopedic; and 19% other (neurology, ophthalmology, rheumatology, general, colorectal, occupational, rehabilitation, etc.). It is also estimated that there are between 400 to 700 medical assessments over the next two (2) years. These are anticipated to be divided regionally as follows: Western Canada (British Columbia, Alberta, Saskatchewan, and Manitoba) 80%; Other Provinces (Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, Prince Edward Island and New Brunswick) 19%; and the North (Yukon, North West Territories and Nunavut) 1%.
- 2.4. Further, the Indian Residential Schools Settlement Agreement (SA) states that claimants may indicate a preference for the gender and language (English or French) of the expert to conduct the assessment.

### 3.0 Objective

- 3.1 The objective is to provide IRSAS with Independent Medical Assessment Services across Canada. This will involve coordinating and scheduling assessments conducted by resources from the Contractor's own list of professionals; and identifying/engaging professionals to meet IRSAS needs when no resource on the list is available.
- 3.2 The Contractor may have to, for individual assessments, coordinate the travel of the specialist to the community of residence of the claimant.

### 4.0 Definitions and Applicable Documents

#### 4.1 Definitions

The following list of definitions are relevant to and from a part of this Statement of Work (SOW). The list of definitions provided below is not exhaustive, but rather is intended to ensure clarity of

understanding of critical terms used within this SOW. It is therefore imperative that questions of interpretation be directed to the IRSAS Project Authority.

Term	Definition
<b>Adjudicator</b>	Individual assigned by IRSAS to hear and decide on the testimony of and evidence provided by the claimant. The Independent Assessment is requested by the Adjudicator to assist in their decision making process.
<b>Claimant</b>	Former students of Indian Residential Schools (IRS) providing testimony before independent adjudicators that they suffered abuse at an IRS. The claimant is the subject of the medical assessment.
<b>Independent Assessment</b>	Examinations performed by a physician that has no other involvement in the claimant's care, to provide their professional opinion as to whether the claimant suffered harms or opportunity losses and if so, whether those are plausibly linked to compensable abuse suffered at the Indian Residential School.
<b>Letter of Instruction</b>	Document prepared by the individual Adjudicator on a file, describing the nature of the work required for an individual Independent Assessment.

5.2 In addition to any provisions contained within the Contract, the following websites may provide additional useful information to the Contractor in determining the context of this requirement:

5.2.1 Indian Residential Schools Adjudication Secretariat Website:  
<http://www.irsad-sapi.gc.ca/index-eng.asp>

5.2.2 Settlement agreement: <http://www.residentialschoolsettlement.ca/settlement.html>

## 6.0 Description and Scope of Work

### **General**

6.1 In the courts, harms and losses must first be proven on a balance of probabilities and then the link between the harms or losses and the proven abuse must also be proven on a balance of probabilities. Under the Independent Assessment Process (IAP) Model there is a more relaxed burden of proof upon a claimant insofar as consequential harms and loss of opportunity are concerned. Under this standard, harms and losses must be proven on a balance of probabilities and then proven to be *plausibly linked* to one or more of the acts proven. Plausible link does not require the negation of other potential causes of harms or losses, but it must be based on or reasonably inferred from the evidence led in the case rather than from assumptions or speculations as to possible links.

6.2 To the extent that it is necessary to perform an assessment, medical specialists will come to certain conclusions, while the Contractor's conclusions are important; the ultimate decision-maker as to credibility and plausible link is the Adjudicator.

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***Independent Medical Assessment (Physical)***

- 6.3 The requirements will be initiated by the IRSAS Project Authority, or their designate, by the issuance of a Task Authorization and a Letter of Instruction, detailing the claim, work requirements and any special instructions related to each specific claim. Based on the Letter of Instruction, the Work will be authorized only by issuing a Task Authorization (TA).
- 6.4 In the provision of Independent Medical Assessment to IRSAS, the Contractor must provide qualified medical specialist) across various fields of expertise, including.
- 6.4.1 Otolaryngology (ENT);
  - 6.4.2 Orthopedics;
  - 6.4.3 Neurology;
  - 6.4.4 Ophthalmology /Retina Macular;
  - 6.4.5 Rheumatology;
  - 6.4.6 Colorectal;
  - 6.4.7 Gynecology;
  - 6.4.8 Urology;
  - 6.4.9 Physiatrist;
  - 6.4.10 Plastic Surgery;
  - 6.4.11 Occupational Medicine; and
  - 6.4.12 Rehabilitation Medicine.
- 6.5 The Contractor must be responsible for scheduling and coordinating requests for Medical Assessments for which an Adjudicator requests a specific Medical Specialist. In the event that a specific individual is not requested, the Contractor must liaise with the Adjudicator(s) and Claimants' legal counsel to identify qualified and available Medical Specialist to determine the nature and scope of each medical assessment requirement, and schedule appointments acceptable to all parties involved. In instances of self-represented Claimants, the Contractor must liaise with IRSAS.
- 6.6 The Contractor must ensure that the Medical Specialist meets the minimum qualifications. IRSAS reserves the right to request the proposed Medical Specialist's work history and to interview the proposed Medical Specialist, in person or via teleconference, to determine their suitability for a specific work requirement.
- 6.7 Factors utilized to determine the appropriate Contractor and Medical Specialist for each work requirement will include:
- 6.7.1 Area of specialization (see 6.4 above);
  - 6.7.2 Language(s) spoken and proficiency (English and French);
  - 6.7.3 Gender; and
  - 6.7.4 Availability.
- 6.8 For each individual Assessment, the Medical Specialist must:

- 
- 6.8.1 Review the materials provided by the Adjudicator;
- 6.8.2 Meet with and interview the Claimant, and conduct an assessment; and
- 6.8.3 Prepare a written professional opinion addressing the requirements set out in the Letter of Instruction.
- 6.9 The Contractor must liaise with IRSAS to arrange for delivery of materials deemed necessary by the Adjudicator as relevant to the assessment, such as hearings transcripts and medical reports, etc.
- 6.10 If required, and at the request of the Adjudicator or Claimant's counsel, the Medical Specialist must appear at the resumption of the hearing in person or via teleconference to answer questions from the Adjudicator regarding the report, as well as answer questions from Claimant representatives, the Government of Canada, and representatives of the Church that operated the school.
- 7.0 Deliverables**
- 7.1 In the provision of Independent Medical Assessments to IRSAS, Contractor deliverables must include the following:
- 7.1.1 Written assessment reports submitted to IRSAS within six (6) weeks of the scheduled date of the assessment. Assessment reports must be delivered in both hard copy and electronically, and must provide a professional opinion in response to the requirements set out in the Letter of Instruction;
- 7.1.2 The Contractor's medical specialist must be available within a reasonable timeframe for the Questioning of Expert when requested.
- 7.1.3 Progress and tracking reports to indicate the status of each active assessment.
- 7.2 All electronic deliverables and services must be created in Microsoft Office Suite (2002 or later editions).
- 7.3 The Contractor must ensure that all deliverables submitted and services rendered are in conformity with the written instructions provided by the IRSAS Project Authority and Adjudicator responsible for the individual claim file as specified in the Letter of Instruction included in the Task Authorization.
- 8.0 Information Management**
- 8.1 It is the responsibility of the Contractor to provide an email address, telephone number and fax number, in order for the IRSAS Project Authority to provide the Contractor with the details of its requirements, from time to time.
- 8.2 It is the responsibility of the Contractor to use a secure mechanism for the bi-directional exchange of electronic files so that electronic copies of materials can be provided by the Adjudicator or Secretariat to the Contractor, passed from the Contractor to the Medical Specialist, reports passed back by the Evaluator, and made available by the Contractor. The Contractor is permitted to use an external service, such as Canada Post's *posteCS* service or Electronic Document Interchange provided by IRSAS.
- 9.0 Resource Qualifications**

- 9.1 It is the Contractor's responsibility to ensure that all Medical Specialists meet the following minimum qualification:
- 9.1.1 The Medical Specialists must be a licensed Physician with at least two (2) years experience as a medical practitioner, within the last five (5) years; and
  - 9.1.2 The Medical Specialists must have been able to practice without any restrictions (i.e., be in good standing) with the medical licensing bodies of the provinces or territories in which the doctor has provided services within the past five (5) years.

## 10.0 Reporting Requirements

- 10.1 On a monthly basis (or upon request from the IRSAS Project Authority), the Contractor must provide to the Project Authority, the Periodic Usage Reports - Contracts with TAs as detailed in paragraph 1.2.8.

## 11.0 Constraints

- 11.1 Claimants may specify their preferred gender of the medical specialist, as well as the language (English or French) in which they wish to have the assessment conducted.
- 11.2 Claimants may require a support person given the considerations such as whether the claimant is literate, the claimant's ability to speak English or French, and the claimant's level of comprehension.
- 11.3 Claimants may have special needs such as, but not limited to, wheelchair accessibility or mobility issues.

## 12.0 Contractor Responsibilities

- 12.1 The Contractor must:
- 12.1.1 Be in possession of all the required tools required to complete the work;
  - 12.1.2 Be capable of locating and scheduling an Independent Medical Specialist within 14 calendar days following receipt of an authorized Task Authorization (TA);
  - 12.1.3 Adhere to Canadian standards of professional practice for medicine;
  - 12.1.4 Liaise with IRSAS personnel, Adjudicators, Claimant Counsel, and IRSAS as required;
  - 12.1.5 Complete assigned work according to pre-defined schedules and assessment requirements as identified in the Letter of Instruction and the Task Authorization;
  - 12.1.6 Ensure the provision of quality independent medical assessment services that are acceptable to IRSAS;
  - 12.1.7 Ensure the timely delivery of accurate and thorough report documentation; and
  - 12.1.8 Report to the IRSAS Project Authority on any and all issues that might impact any of the work as described herein, as they arise. Potential issues include, but not limited to claim-related assessment issues, budgetary issues, and scheduling issues

## 13.0 IRSAS Responsibilities and Support

- 13.1 As required, for the completion of the work, IRSAS will provide:
- 13.1.1 Task Authorization and Letter of Instruction, via the secure mechanism for information exchange employed by the Contractor, containing the work required;

13.1.2 Access, as deemed necessary by the Adjudicator, to additional documentation to support the assessment such as claimant medical records and other documents submitted at the hearing which are relevant to the testimony of the claimant, and any other information deemed appropriate for disclosure to ensure a thorough and accurate assessment;

13.1.3 Contact information or a letter of introduction for contacting or interacting with other parties involved in resolving the claim, including the individual Adjudicator assigned to the specific claim and Claimant's legal counsel; and in instances of self-represented Claimants IRSAS Client Support Services; and

13.1.4 Verification of delivery of Assessment Reports and invoices submitted following assessments.

#### **14.0 Location of Work and Travel Requirement**

14.1 It is anticipated that the majority of work will be conducted at each individual medical specialist's place of business. The Contractor must be able to supply medical assessment services at any geographic locations throughout Canada, including the Yukon, Nunavut and North West Territories.

14.2 The specific location of work will be specified in any resultant Task Authorization.

14.3 In the event that travel is required to perform the Work, the Contractor will be responsible for all associated travel costs, as well as all expenses involving travel from the medical specialist's place of business to the work location provided that the work location is within a 100 km radius of the medical specialist's place of business.

Where travel is required outside the 100 km radius of the medical specialist's place of business, the Contractor will be paid the travel time and reimbursed the authorized travel and living expenses reasonably and properly incurred in the performance of the Work. The travel must have the prior written authorization of the TA Authority.

Canada will not pay any travel time or travel and living expenses for Work delivered at the contractor's place of business or medical specialist's place of business.

It is recommended that the Contractor carry travel cancellation insurance.

#### **15.0 Language of Work**

15.1 Services may be required to be provided in the claimant's preferred language (English or French) or in the language of the assessment (English or French) as required.

15.2 In the event of Aboriginal language requirements, the claimant may require an interpreter to accompany them. This interpreter will be arranged by the IRSAS.

#### **16.0 Privacy Requirements**

16.1 The nature of the services to be provided under this contract requires that the Contractor adhere to the privacy provisions of the Canadian Medical Association Code of Ethics (2004):

16.1.1 Protect the personal health information of your patients<sup>1</sup>.

16.1.2 Provide information reasonable in the circumstances to patients about the reasons for the collection, use and disclosure of their personal health information.

<sup>1</sup> Patients in this context refer to claimants of the Independent Assessment Process.

- 
- 16.1.3 Be aware of your patient's rights with respect to the collection, use, disclosure and access to their personal health information; ensure that such information is recorded accurately.
  - 1.61.4 Avoid public discussions or comments about patients that could reasonably be seen as revealing confidential or identifying information.
  - 16.1.5 Disclose your patients' personal health information to third parties only with their consent, or as provided for by law, such as when the maintenance of confidentiality would result in a significant risk of substantial harm to others or, in the case of incompetent patients, to the patients themselves. In such cases take all reasonable steps to inform the patients that the usual requirements for confidentiality will be breached.
  - 16.1.6 When acting on behalf of a third party, take reasonable steps to ensure that the patient understands the nature and extent of your responsibility to the third party.
  - 16.1.7 Upon a patient's request, provide the patient or a third party with a copy of his or her medical record, unless there is a compelling reason to believe that information contained in the record will result in substantial harm to the patient or others.

## ANNEX B BASIS OF PAYMENT

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

### 1.0 Firm lot Price and Professional Fees

#### 1.1 Firm Lot Price - Medical Assessment

##### 1.1.1 Initial Contract Period (2 years from contract award)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm lot price per assessment, as per Table 1.

<b>Table 1 - Firm Lot Price per Medical Assessment</b>			
Medical Specialization	Region		
	British Columbia, Alberta, Saskatchewan, and Manitoba	Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, Prince Edward Island and New Brunswick	Yukon, North West Territories and Nunavut
Otolaryngology (ENT)			
Orthopedics			
Neurology			
Ophthalmology /Retina Macular			
Rheumatology			
Colorectal			
Gynecology			
Urology			
Physiatrist			
Plastic Surgery			
Occupational Medicine			
Rehabilitation Medicine			

##### 1.1.2 Option to Extend the Term of the Contract (Option Year 1, 2 and 3)

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

<b>Table 2 - Firm Lot Price per Medical Assessment for Option Year 1</b>			
Medical Specialization	Region		
	British Columbia, Alberta, Saskatchewan, and Manitoba	Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, Prince Edward Island and New Brunswick	Yukon, North West Territories and Nunavut

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Otolaryngology (ENT)			
Orthopedics			
Neurology			
Ophthalmology /Retina Macular			
Rheumatology			
Colorectal			
Gynecology			
Urology			
Physiatrist			
Plastic Surgery			
Occupational Medicine			
Rehabilitation Medicine			

**Table 3 - Firm Lot Price per Medical Assessment for Option Year 2**

Medical Specialization	Region		
	British Columbia, Alberta, Saskatchewan, and Manitoba	Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, Prince Edward Island and New Brunswick	Yukon, North West Territories and Nunavut
Otolaryngology (ENT)			
Orthopedics			
Neurology			
Ophthalmology /Retina Macular			
Rheumatology			
Colorectal			
Gynecology			
Urology			
Physiatrist			
Plastic Surgery			
Occupational Medicine			
Rehabilitation Medicine			

**Table 4 - Firm Lot Price per Medical Assessment for Option Year 3**

Medical Specialization	Region		
	British Columbia, Alberta, Saskatchewan, and Manitoba	Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, Prince Edward Island and New Brunswick	Yukon, North West Territories and Nunavut
Otolaryngology (ENT)			
Orthopedics			

Neurology			
Ophthalmology /Retina Macular			
Rheumatology			
Colorectal			
Gynecology			
Urology			
Physiatrist			
Plastic Surgery			
Occupational Medicine			
Rehabilitation Medicine			

## 1.2 Professional Fees - Fixed Time Rates

### 1.2.1 Initial Contract Period (2 years from contract award)

The Contractor will be paid all inclusive fixed time rates as follows:

<b>Table 5 - Fixed Hourly Rates</b>			
Medical Specialization	Region		
	British Columbia, Alberta, Saskatchewan, and Manitoba	Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, Prince Edward Island and New Brunswick	Yukon, North West Territories and Nunavut
Otolaryngology (ENT)			
Orthopedics			
Neurology			
Ophthalmology /Retina Macular			
Rheumatology			
Colorectal			
Gynecology			
Urology			
Physiatrist			
Plastic Surgery			
Occupational Medicine			
Rehabilitation Medicine			

### 1.2.2 Option to Extend the Term of the Contract (Option Year 1, 2 and 3)

This section is only applicable if the option to extend the Contract is exercised by Canada.

The Contractor will be paid all inclusive fixed time rates as follows:

<b>Table 6 - Fixed Hourly Rates - Option Year 1</b>			
Medical Specialization	Region		
	British Columbia, Alberta,	Ontario, Quebec, Newfoundland and Labrador, Nova	Yukon, North West Territories, Nunavut

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	Saskatchewan, and Manitoba	Scotia, Prince Edward Island and New Brunswick	
Otolaryngology (ENT)			
Orthopedics			
Neurology			
Ophthalmology / Retina Macular			
Rheumatology			
Colorectal			
Gynecology			
Urology			
Physiatrist			
Plastic Surgery			
Occupational Medicine			
Rehabilitation Medicine			

**Table 7 - Fixed Hourly Rates - Option Year 2**

Medical Specialization	Region		
	British Columbia, Alberta, Saskatchewan, and Manitoba	Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, Prince Edward Island and New Brunswick	Yukon, North West Territories, Nunavut
Otolaryngology (ENT)			
Orthopedics			
Neurology			
Ophthalmology / Retina Macular			
Rheumatology			
Colorectal			
Gynecology			
Urology			
Physiatrist			
Plastic Surgery			
Occupational Medicine			
Rehabilitation Medicine			

**Table 8 - Fixed Hourly Rates - Option Year 3**

Medical Specialization	Region		
	British Columbia, Alberta, Saskatchewan, and Manitoba	Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, Prince Edward Island and New Brunswick	Yukon, North West Territories, Nunavut

Otolaryngology (ENT)			
Orthopedics			
Neurology			
Ophthalmology / Retina Macular			
Rheumatology			
Colorectal			
Gynecology			
Urology			
Physiatrist			
Plastic Surgery			
Occupational Medicine			
Rehabilitation Medicine			

## 2.0 Cost Reimbursable Expenses

### 2.1 Authorized travel and living expenses for Work performed outside of 100 km radius of the medical specialist's place of business

For the requirements relative to travel described in Section 14.0 of the Statement of Work in Annex A.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees", to a limitation of expenditure specified in the authorized TA.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

## 3.0 Other direct expenses

### 3.1 Travel Time

The Contractor will be paid its authorized travel time spent by its medical specialist traveling to and from specific pre-authorized work location (not commuting) that are more than 100 km from the Medical Specialist's place of business. The Contractor will be paid to a maximum of \$400 for 7.5 hours. Time for travel which is more or less than a day must be prorated to reflect actual time for travel in accordance with the following formula:  $(\text{Hours of travel} \times \$400) \div 7.5 \text{ hours}$

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**ANNEX C**  
**SECURITY REQUIREMENTS CHECK LIST**

See attached document

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## ANNEX D INSURANCE REQUIREMENTS

### G1001C - Insurance Requirements

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

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.

### G2001C - Commercial General Liability Insurance

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.
2. The Commercial General Liability policy must include the following:
  - I. 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 Public Works and Government Services Canada.
  - II. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - III. 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.
  - IV. 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.
  - V. 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.
  - VI. 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.
  - VII. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - VIII. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - IX. 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.
  - X. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

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- XI. 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.

**G2004C - Medical Malpractice Liability Insurance**

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

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## **ANNEX E**

### **Task Authorization Form**

See attached PDF file

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## **ANNEX F**

### **Sample for Monthly Usage Reports - Contracts with Tas**

See attached Excel™ Workbook



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

A0318-12-0011

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	Aboriginal Affairs and Northern Development Canada	2. Branch or Directorate / Direction générale ou Direction BRBAS
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 Service Provider for Independent Medical Assessments		
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
5. 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? / 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"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

A0318-12-0011

Security Classification / Classification de sécurité  
UNCLASSIFIED

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

Special comments:  
Commentaires spéciaux:

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

**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

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

**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

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Existera-t-il 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				OTHER							
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO	NATO	NATO	OTHER TOP SECRET (OTHER THAN SECRET)	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
							RESTRICTED	CONFIDENTIAL	SECRET		A	B	C				
Information / Access Management / Sécurité / Production		✓															
IT Sites / Support IT / Sites / Support informatique		✓															

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 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).

Contract Number / Numéro du contrat AG318-12-0011
Security Classification / Classification de sécurité

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres majuscules) Aldrich Stearman		Title - Titre Executive Director	
Telephone No. - N° de téléphone 613-948-3623		Facsimile No. - N° de télécopieur 613-948-9770	
E-mail address - Adresse courriel		Signature <i>[Signature]</i>	
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres majuscules) Cynthia J. Jurek		Title - Titre Head Personal Security Contractor and Awareness	
Telephone No. - N° de téléphone 613-948-3623		Facsimile No. - N° de télécopieur 613-948-9770	
E-mail address - Adresse courriel c.jurek@psgc.gc.ca		Signature <i>[Signature]</i>	
Date 2012-06-13			
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?			
No / Non		Yes / Oui	
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres majuscules) Céline Viner		Title - Titre Sales Procurement Officer	
Telephone No. - N° de téléphone 594-444-7304		Facsimile No. - N° de télécopieur 877-953-7830	
E-mail address - Adresse courriel Celine.Viner@psgc.gc.ca		Signature <i>[Signature]</i>	
Date Jan 25/2013			
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres majuscules)		Title - Titre	
Telephone No. - N° de téléphone		Facsimile No. - N° de télécopieur	
E-mail address - Adresse courriel		Signature <i>[Signature]</i>	
Date Jan 8/12			

Reviewed by RUC/RS/RSOR:  
Date: May 29/12

Joelle Smith  
Contract Security Officer, Contract Security Division  
Joelle.Smith@psgc-pwsc.gc.ca  
Tel/Tél - 613-948-1726 / Fax/Télex - 613-954-4171