June 11, 2014

20-13-0210

#### LETTER OF INVITATION

Dear Sir/Madam:

The Department of Indian Affairs and Northern Development (DIAND) invites you to submit a proposal for the following work:

Independent Medical Assessments for the Indian Residential Schools Adjudication Secretariat.

Stream 1: Western Canada (British Columbia, Alberta, Saskatchewan and Manitoba)

Stream 2: Eastern Canada (Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, New **Brunswick, Prince Edward Island and Igaluit)** 

Stream 3: Northern Canada (Yukon, Northwest Territories and Nunavut (except Iqaluit)

As a result of this Request for Proposal (RFP), DIAND intends to award one (1) contract per Stream.

Period of the Contracts are from contract award until March 31, 2017 with three (3) additional one (1) option period.

Bidder who are currently under contract with DIAND as a result of solicitation No. A0318-120011/A will not be permitted to submit a proposal for review in response to this solicitation.

The proposal shall be in accordance with the requirements of the attached Instructions to Bidders, Mandatory Requirements, Proposal Evaluation Criteria, Assigned Weights and Selection Methodology, Articles of Agreement, General Conditions, Supplementary Conditions, Terms of Payment, Statement of Work, and the Federal Contractor's Program for Employment Equity.

Please ensure that your proposal is complete in all respects and includes all information required for a comprehensive evaluation in accordance with the criteria described in the Selection and Evaluation Criteria attached.

Tous les documents de cet appel d'offres sont aussi disponibles dans la langue française. / All Request for Proposal documents associated with this proposal call are also available in the French language.

Bidders should indicate in their proposal the official language(s) in which they can provide the services. The successful Bidder(s) must be able to provide their services in both Official Languages of Canada.

The price(s) quoted in the financial proposal (Annex "C") are to be expressed as a fixed lot price and a fixed hourly rate(s) for the Work described in Appendix "D", Statement of Work, in accordance with the Instructions to Bidders and Appendix "C", Terms of Payment attached herein. The rate(s) must include all payroll, overhead costs and profits required to complete the Work.

The invited bidders shall not introduce in their proposal cost elements which are not requested in this proposal call.



#### LETTER OF INVITATION

The price(s) quoted shall include any and all applicable taxes, subject to the following:

- a) The proposal shall expressly indicate whether the Contractor is a registrant in the Federal Goods and Services Tax (TPS) Program, the Harmonized Sales Tax (HST) Program and/or the Quebec Sales Tax (QST) Program, and, if so, shall set out the registration number(s).
- b) If the bidder is so registered, the proposal shall make separate reference to any amounts to be charged on account of the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and/or the Quebec Sales Tax (QST).

Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) shall be delivered to the following address, on or before **15:00 hrs, Eastern Daylight Saving Time** (EDST), July 23, 2014;

#### **Mailing Address:**

Department of Indian Affairs and Northern Development c/o Heritage Canada 15 Eddy Street 2nd Floor Mailroom 2F1 Gatineau, Quebec K1A 0M5

#### **Location:**

Heritage Canada (Acting as the Bid Receiving Agent on behalf of DIAND) 15 Eddy Street 2nd Floor Mailroom 2F1 Gatineau, Quebec K1A 0M5

In order to be considered, proposals or any amendments thereto must be received at the above address on or before the exact time and date set for the receipt of proposals. Late proposals will be returned unopened to senders.

Due to enhanced security measures for visitors to the building, the Procurement Officer has made the necessary arrangements with the building security/Commissionaires to allow Bidders, who choose to deliver their proposals by hand, access to the above location address during normal business hours (8:00 am to 4:00 pm). Proposals that are sent in by mail or by courier are routed through the Departmental Mail Room.

Proposals submitted by facsimile, electronic mail or by other means of electronic transmission shall not be accepted. However, proposals may be amended by facsimile or electronic means if such amendment is received prior to the closing date and time set herein for receipt of proposals.

No extension to the closing date and time for the receipt of proposals will be given unless the Department is responsible for an omission or an error in the tender documents significant enough in nature to warrant an extension of the bid closing date to allow bidders sufficient time to review their proposals. Bidders are therefore requested to submit, in writing, any technical-type questions concerning this proposal call at least 1 working days prior to the tender closing date to enable final preparation and submission of proposals in time to meet the closing deadline.

Please note that the lowest priced, or any proposal, will not necessarily be accepted.

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Celine Viner by facsimile at 819-953-7830, or by e-mail at celine.viner@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

# LETTER OF INVITATION

Yours sincerely,

Céline Viner Senior Contracting Officer Aboriginal Affairs and Northern Development Canada (AANDC) 10 Wellington Street, 13<sup>th</sup> Floor Gatineau, QC K1A 0H4

Attach.

1. This Request for Proposal (RFP) package consists of the components described below:

RFP PACKAGE CONTENTS			
COM	MPONENT	DESCRIPTION	
Selection and Evaluation Criteria		Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.	
Articles of Agreement			
Appendix A: Appendix B: Appendix C: Appendix D: Appendix E: Appendix F:	General Conditions Supplementary Conditions Terms of Payment Statement of Work Travel Expenses Information Security Requirement Checklist IT Security Safeguard	This material is provided for your information only. It details the specific Contract/Standing Offer Agreement/ Supply Arrangement terms and conditions you will be bound by if you are a successful Bidder. You do not need to return this information with your proposal.	
Appendix G:	Requirement Task Authorization Form	(The Task Authorization Form (TA) will be provided at contract award)	
Annex A:	Certificate of Independent Bid Determination	Bidders must complete, sign and submit with their bid, the Certificate of Independent Bid Determination attached hereto as Annex "A".	
Annex B:	Federal Contractors Program for Employment Equity	Bidder must complete, sign and submit with their bid or prior to contract award the Federal Contractors Program for Employment Equity attached hereto as Annex "B".	
Annex C:	Pricing Schedule	Bidders must complete and submit as part of their Financial proposal Annex "C" – Pricing Schedule	
Annex D:	Suggested Response Template for M2	Bidders are invited to use the Suggested Response Template attached hereto at Annex "D".	

- 2. Bidders must provide all information necessary for DIAND to evaluate their proposals and for their proposals to be considered by DIAND, as indicated in this Request for Proposals (RFP). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable DIAND to complete its evaluation.
- 3. Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) must be delivered on or before the date and time stipulated in the Letter of Invitation. Electronically transmitted bids will not be accepted.

#### 4. Tender Envelope Submissions

Bidders must clearly identify, on the envelope containing their Technical Proposal, the following:

#### **Technical Proposal**

- RFP Number: 20-13-0210

- Project Name: Independent Medical Assessments for the Indian Residential Schools Adjudication

Secretariat.

Closing Date: July 23, 2014"Tender Documents Enclosed"

- Bidders Name and Address

Bidders must clearly identify, on the envelope containing their Financial Proposal, the following:

#### **Financial Proposal**

- RFP Number: 20-13-0210

- Project Name: Independent Medical Assessments for the Indian Residential Schools Adjudication

Secretariat.

Closing Date: July 23, 2014"Tender Documents Enclosed"

- Bidders Name and Address

#### 5. Bidder's GST/HST Registration Number

Bidders registered in the Federal Goods and Services Tax Program or the Harmonized Sales Tax Program shall set out the registration number in their proposal.

### **6.** Language of Contractual Documents

Should your bid be successful following the evaluation process, the language of the contractual documents will be the same as the language you chose to use in your proposal.

#### 7. Proposal Signatures

In order to be considered, proposals must be signed by the Bidder or by an authorized representative of the Bidder. If a proposal is being submitted by a joint venture, the proposal must clearly state that it is submitted as a joint venture and must be signed by all members of the joint venture, or, a statement must be provided to the effect that the signatory represents all members of the joint venture.

8. The certification and related documentation attached hereto as Annex B should be completed and submitted with the bid but may be submitted afterwards. If any of the 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 frame period will render the bid non-responsive.

#### 9. Legal Capacity

The Bidder/Offeror must have the legal capacity to contract. If the Bidder/Offeror is a sole proprietorship, a partnership or a corporate body, the Bidder/Offeror must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders/offerors submitting a bid as a joint venture.

#### 10. Debriefing

A debriefing will be provided, on request, only following entry by the Department of Indian Affairs and Northern Development (DIAND) into a contractual arrangement with the successful Bidder(s). Should a Bidder desire a debriefing, the Bidder must contact Celine Viner by fax at 819-953-7830 or by email at celine.viner@aadnc-aandc.gc.ca within fifteen (15) working days of receipt of notification that their bid was unsuccessful. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

#### 11. Bidders Recourse

If, despite the information provided during the debriefing, a Bidder is still dissatisfied with the Department's handling of the procurement, the following recourse mechanisms are available:

- in the case of all procurements, unsuccessful bidders have the right to file a written complaint with the Departmental Procurement Review Committee, Department of Indian Affairs and Northern Development;
- in the case of procurements subject to the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada Chile Free Trade Agreement (CCFTA) or the Canada Peru Free Trade Agreement (CPFTA), unsuccessful bidders have the right to file a written complaint with the Canadian International Trade Tribunal; and/or
- in the case of procurements not subject to trade agreements, unsuccessful bidders have the right to bring action in Federal Court.

Bidders are requested to contact the Procurement Official identified in the Request for Proposals, Letter of Invitation for further information regarding complaint filing procedures.

#### 12. Bid Validity Period

- 12.1 Bids will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- 12.2 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive Bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- 12.3 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

12.4 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either: (a) continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or (b) cancel the solicitation; or (c) cancel and re-issue the solicitation.

#### 13. Receipt and Custody of Proposals

- 13.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.
- Proposals received after the closing time will not be considered and will be returned unopened to the sender.
- Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned.
- 13.4 All proposals as described in 13.3 above are subject to the provisions of the *Access to Information Act*.

# 14. Compliance with Request for Proposals Instructions, Clauses and Conditions and Resulting Service Contract/Standing Offer Agreement/Supply Arrangement Terms and Conditions

Bidders who submit a proposal in response to this Request for Proposals agree to be bound by the instructions, clauses and conditions of this solicitation and accept the terms and conditions of the resulting Service Contract/Standing Offer Agreement/Supply Arrangement. Proposals not in compliance with this requirement will be deemed to be non-compliant and given no further consideration.

#### 15. Basis of Fees and Cost Quotation

- 15.1 The price(s) quoted in the financial proposal must be expressed in terms of fixed lot price and fixed hourly rates.
- 15.2 At no time will rates include such things as travel/miscellaneous expenses, or GST/HST as such practices inflate time rates, do not reflect market/going rates and may prejudice against a Bidder from being awarded a Contract.
- 15.3 The firm lot price and the fixed hourly rates will be inclusive of all payroll, overhead costs and profits required to complete the Work (Note: rates are not to be quoted as ranges).

#### 16. Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

The Bidder must provide the Contracting Authority with a completed Annex B Federal Contractors

Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the

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Bidder must provide the Contracting Authority with a completed Annex B Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

#### 17. Option to Extend Standing Offer Agreement

- 17.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract(s) by three (3) additional one (1) year periods under the same terms and conditions.
- 17.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Standing Offer Agreement expiry date.
- 17.3 The Contractor agrees that, during the extended period the Contract, the rates/prices will be in accordance with the provisions of the Contract.

#### 18. Intellectual Property

The Department of Indian Affairs and Northern Development has determined that there is no Intellectual Property arising from the performance of the Work under the Contract.

#### 19. Former Public Servants In Receipt of a Lump Sum Payment or Government Pension

Bidders who are contracting as an individual; a Corporation/Partnership or, a Sole Proprietorship with a Major Controlling Interest in the Contracting Entity that are either:

- a) a former public servant in receipt of a lump sum payment package; or
- b) a former public servant in receipt of a government pension

must provide, as part of their technical proposal, the following information regarding their status as a former public servant:

- a) if applicable, termination date, amount of lump sum payment incentive and lump sum payment period; and/or
- b) date of retirement: Month/Day/Year

#### 20. Communications during Request for Proposal Tendering Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Celine Viner by facsimile at 819-953-7830, or by e-mail at celine.viner@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

#### 21. Security Requirement

Pursuant to the Policy Government Security, the nature of the services to be provided under this Contract requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.

Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.

The Contractor and their personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.

The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.

The Contractor must comply with the provisions of the:

- 21.1 Security Requirements Check List (attached hereto as Appendix F); and
- 21.2 Policy Government Security (Latest Edition)

For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability: In order to demonstrate compliance with this requirement, and, for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder sproposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:

- 21.3 Name of Company, Address and Phone Number;
- 21.4 Company Security Officer Name and Telephone Number;
- 21.5 Security Screening or Clearance Certificate Number;
- 21.6 Level of GoC Security Screening or Clearance;
- 21.7 Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
- 21.8 Effective Date of Screening or Clearance.

For Contractors and Proposed Resources Not Currently In Possession of a Valid Government of Canada Security Screening, at a Minimum Level of Reliability: At the time of proposal submission, Bidders MUST complete and submit the following certification:

CE	RTIFICATION
certify that (Enter Firm/Contractor Name) a possession of a valid Government of Canad	tative of (Enter Firm/Contractor Name) I do hereby and all proposed resources that are currently not in la Security Screening at the minimum level of by the Department to obtain the required Security any resulting contract.
Name of Duly Authorized Representative (Print)	Signature of Duly Authorized Representative
Title	Date

<u>Prior to commencing work under the contract</u>, for those Contractor resources **not** currently in possession of a valid Government of Canada Security Screening, the Department will require said company/resources to undergo the security screening process for the purposes of obtaining a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status through** the Canadian Industrial Security Directorate of Public Works and Government Services Canada.

This procedure is in accordance with the Departmental and *Policy on Government Security* (TBS July. 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Reliability Status** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. AANDC respects the privacy of Canadians, the information on this form is required for the purpose of providing security screening assessments. It is collected under the authority of the Policy Government Security and is protected by the provisions of the Privacy Act in institutions which are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to perform the contract work that is associated with this Personnel Screening Request. Failure on the part of the Bidder's resources to comply with these requirements will result in those resources being deemed non-compliant, with no further consideration given. Non-compliant resources will be deemed ineligible to complete any work associated with this contract.

#### 1. SELECTION AND EVALUATION METHODOLOGY

- 1.1 Four (4) hard copies of the Bidder's Technical Proposal and one (1) hard copies of the Bidder's Financial Proposal **MUST** be delivered to the specified address on or before the date and time as stipulated in the Letter of Invitation. Electronically transmitted bids will not be accepted.
- 1.2 Bidders MUST ensure that their Proposal provides sufficient evidence for DIAND to assess the compliance of the Proposal with the criteria listed in this Request for Proposal (RFP). It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable DIAND to complete its evaluation.
- 1.3 Bidders MUST include any reference material they wish to be considered for evaluation within their Proposal. Any material or documents outside the Proposal will not be considered. For example, should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material MUST be included within the Proposal. URL links to the Bidder's website will not be considered by the DIAND Evaluation Committee.
- 1.4 To meet the requirements described herein, the experience of the Bidder MUST be work for which the Bidder provided services to clients exterior to the Bidder's own organization. Internal business development projects will not be accepted. If this experience was obtained as a sub-Contractor or employee while working on behalf of another organization, the relationship between the Resource, the other organization and the end client must be clearly indicated.
- **Listing experience without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.** Bidders are advised that the month(s) of individual Resource experience listed for a project in which the time frame overlaps that of another referenced project for the same named Resource will only be counted once. For example: Project #1 time frame is July 2003 to December 2003; Project #2 time frame is October 2003 to January 2004; the total months of experience for these two project references is seven (7) months.
- 1.6 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Bidder on the part of the DIAND Bid Evaluation Committee will be taken into consideration.
- 1.7 Bidders may propose against **one** (1) **or more** of the following Streams:
  - Stream 1: Western Canada (British Columbia, Alberta, Saskatchewan and Manitoba)
  - Stream 2: Eastern Canada (Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, New Brunswick, Prince Edward Island and Iqaluit)
  - Stream 3: Northern Canada (Yukon, Northwest Territories and Nunavut (except Iqaluit))

Each Stream will be evaluated separately against a distinct set of Mandatory Requirements and Point-Rated Criteria detailed below.

A separate proposal is not required to propose against each Stream, however, Bidders must clearly indicate in their Proposal against which Stream(s) they are proposing. Bidders are also encouraged to carefully review the Criteria required for each Stream to ensure their Proposal is well structured and addresses all requirements for the Stream(s) in which they are proposing.

- **1.8** Within each Stream, the Selection and Evaluation Process for Proposals consists of the following three (3) stages:
  - **Stage 1 -** Bidders will be evaluated on each of the Mandatory Requirements.
  - Stage 2 Bidders meeting ALL of Mandatory Requirements will be evaluated on the basis of Point-

Rated Criteria.

**Stage 3 -** Bidders meeting the minimum pass mark required in the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal.

Bidders failing to meet the requirements at any stage will be deemed to be non-compliant at that stage and will be given no further consideration.

#### 1.9 **DEFINITIONS**

The following definitions apply to the Criteria below:

"Must" refers to a requirement. Failure on the part of the Bidder to provide the information or demonstrate it meets a requirement expressed by "Must" within its Proposal, will result in the Proposal being deemed non-compliant and no further consideration given.

**"Should"** refers to a desired element. Failure on the part of the Bidder to provide the information requested by **"should"** within its proposal or to demonstrate that it meets the element expressed by **"should"** may result in the Bidder receiving less than full points on the Point-Rated Criteria. Bidders are encouraged to address elements expressed by **"should"**.

#### 1.10 MANDATORY REQUIREMENTS

A Bidder's Proposal **MUST** meet **ALL** Mandatory Requirements in order for the Proposal to be deemed compliant and considered for further evaluation. Failure on the part of the Bidder to meet any one (1) of the Mandatory Requirements will result in its Proposal being deemed non-compliant, with the Proposal being given no further consideration.

#### 1.11 POINT RATED 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.

Each Stream will be evaluated separately against the Stream's following set of Mandatory and Point Rated Criteria.

# MANDATORY REQUIREMENTS STREAM 1: WESTERN CANADA (British Columbia, Alberta, Saskatchewan and Manitoba)

No.	Mandatory Criterion	
M1	The Bidder <b>MUST</b> demonstrate that they have been in business for a minimum of 5 years providing services as defined in the Statement of Work from the Bid Solicitation closing date.  In the case of a joint venture, at least 1 member of the joint venture must meet the minimum 5 years requirement.  The bidder must also provide one of the following document:  - A copy of the business name Registration Certificate; or - A copy of the Provincial or Territorial Business Corporation Registration Certificate; or - A copy of the Federal Business Incorporation Registration Certificate.	
M2	The Bidder MUST have provided at least 100 medical assessments combined in Western Canada (British Columbia (BC), Alberta (AB), Saskatchewan(SK) and Manitoba (MB)) after December 2009 with the following constraints:  a) A minimum of 10 medical assessments must have been delivered in each of the following provinces (for a total of 40 assessments): British Columbia, Alberta, Saskatchewan and Manitoba;  b) A minimum of 50 medical assessments must have been for the following fields of expertise (Medical Specialization): otolaryngology (ENT), orthopedics and/or neurology; and  c) Medical specialist must be a physician with medical license of the provinces in which the services were provided.  In order to demonstrate the experience, the Bidder must provide a list of medical assessments with at least the following information:  1- Medical Specialization of the assessment; 2- Medical specialist name; 3- Province where the medical assessment was delivered; and 4- Date of the medical assessment.  Note 1: Medical assessments must be in any of the fields of expertise listed in the Statement of Work.  See Suggested Response Template attached hereto at Annex "D"	
M3	The Bidder <b>MUST</b> demonstrate that they can provide medical specialists in the 12 fields of expertise (Medical Specialization) listed in the statement of work for Western Canada.	
M4	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.  The bidder MUST demonstrate that they are able to provide male and female medical specialists in each of the provinces, British Columbia, Alberta, Saskatchewan and Manitoba for the following Medical Specialization: otolaryngology (ENT), orthopedics and neurology, OR provide male and female medical specialists willing to travel across Western Canada.	

#### RATED CRITERIA

# STREAM 1: WESTERN CANADA (British Columbia, Alberta, Saskatchewan and Manitoba)

Bids must achieve a minimum score of 60% (40/68) overall on point-rated criteria R1 to R4 to be declared responsive.

No.	Point Rated Criterion	Max. Points
	The Bidder should demonstrate that they have been in business for more than 5 years providing services as defined in the Statement of Work from the Bid Solicitation closing date.	10
R1	Points will be allocated as follows:	
	2 points: up 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.	
	The Bidder should have provided at least 10 medical assessments in each of the following provinces / territories after December 2009:	22
	5 points: British Columbia 6 points: Alberta 6 points: Saskatchewan 5 points: Manitoba	
R2	Medical specialist must be a physician with medical license of the provinces in which the services were provided.	
	Note 1: Medical assessments must be in any of the fields of expertise listed in the Statement of Work	
	Bidders may use the Suggest Response Template provided for M2	
	The Bidder should have provided at least 10 medical assessments in the following fields of expertise after December 2009.	24
	3 points will be allocated for each fields of expertise:	
	a) Ophthalmology/Retina Macular;	
	b) Rheumatology;	
R3	c) Colorectal;	
	d) Urology; e) Gynaecology;	
	f) Plastic Surgery;	
	g) Occupational Medicine; and	
	h) Rehabilitation Medicine.	
	Medical specialist must be a physician with medical license of the provinces in which the services were provided.	
	Bidders may use the Suggest Response Template provided for M2	

	The Bidder should demonstrate that they are able to provide English and French speaking medical specialists for the following Medical Specialization: otolaryngology (ENT), orthopedics and neurology.	12
R4	Points will be allocated as follows: 4 points: 1-3 specialist 8 points: 3-5 specialists 12 points: more than 5 specialists	
	Maximum Points	68

#### MANDATORY CRITERIA

STREAM 2: EASTERN CANADA (Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, New Brunswick, Prince Edward Island and Iqaluit.

No.	Mandatory Criterion
M1	The Bidder <b>MUST</b> demonstrate that they have been in business for a minimum of 5 years providing services as defined in the Statement of Work from the Bid Solicitation closing date.  In the case of a joint venture, at least 1 member of the joint venture must meet the minimum 5 years requirement.  The bidder must also provide one of the following documents:  - A copy of the business name Registration Certificate; or - A copy of the Provincial or Territorial Business Corporation Registration Certificate; or - A copy of the Federal Business Incorporation Registration Certificate.
M2	The Bidder MUST have provided at least 100 medical assessments combined in Eastern Canada after December 2009 with the following constraints:  a) A minimum of 10 medical assessments must have been delivered in at least two (2) or more of the following provinces (for a total of 10 assessments): Ontario, Quebec, New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador;  b) A minimum of 50 medical assessments must have been for the following fields of expertise (Medical Specialization): otolaryngology (ENT), orthopedics and/or neurology; and  c) Medical specialist must be a physician with a medical license of the provinces in which the services were provided.  In order to demonstrate the experience, the Bidder must provide a list of medical assessments with at least the following information:  1- Medical Specialization of the assessment;  2- Medical specialization of the assessment was delivered; and  4- Date of the medical assessment.  Note 1: Medical assessments must be in any of the fields of expertise listed in the Statement of Work  See Suggested Response Template attached hereto at Annex "D"
М3	The Bidder <b>MUST</b> demonstrate that they can provide medical specialists in the 12 fields of expertise (Medical Specialization) listed in the statement of work for Eastern Canada.
M4	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.  The bidder MUST demonstrate that they are able to provide male and female medical specialists in each of the provinces, Ontario, Quebec, New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador, and Iqaluit for the following Medical Specialization: otolaryngology (ENT), orthopedics and /or

	neurology. OR provide male and female medical specialists willing to travel across Eastern Canada and the Maritimes.
M5	The bidder <b>MUST</b> demonstrate that they are able to provide English and French speaking medical specialists in Ontario, Quebec, New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador, and Iqaluit for the following Medical Specialization: otolaryngology (ENT), orthopedics and neurology.

#### POINT RATED CRITERIA

STREAM 2: EASTERN CANADA (Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, New Brunswick, Prince Edward Island and Iqualuit

Bids must achieve a minimum score of 60% (36/61) overall on point-rated criteria R1 to R3 to be declared responsive.

No.	Point Rated Technical Criterion	Max. Points
	The Bidder should demonstrate that they have been in business for more than 5 years providing services as defined in the Statement of Work from the Bid Solicitation closing date.	10
	Points will be allocated as follows:	
R1	2 points: up 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.	
	The Bidder should have provided at least 10 medical assessments in each of the following provinces / territories after December 2009:	15
	5 points: Ontario 5 points: Quebec 5 points: Nova Scotia	
	Medical specialist must be a physician with medical license of the provinces in which the services were provided.	
R2	Note 1: Medical assessments must be in any of the fields of expertise listed in the Statement of Work	
	Bidders may use the Suggest Response Template provided for M2	

R3	The Bidder should have provided at least 10 medical assessments in the following fields of expertise after December 2009.  3 points will be allocated for each fields of expertise:  a) Ophthalmology/Retina Macular; b) Rheumatology; c) Colorectal; d) Urology; e) Gynaecology; f) Plastic Surgery; g) Occupational Medicine; and h) Rehabilitation Medicine.  Medical specialist must be a physician with medical license of the provinces in which the services were provided.  Bidders may use the Suggest Response Template provided for M2	24
R4	The Bidder should demonstrate that they are able to provide English and French speaking medical specialists for the following Medical Specialization: otolaryngology (ENT), orthopedics and neurology.  Points will be allocated as follows: 4 points: 1-3 specialist 8 points: 3-5 specialists 12 points: more than 5 specialists	12
	Maximum Points	61

# MANDATORY CRITERIA STREAM 3: NORTHERN CANADA (Yukon, Northwest Territories and Nunavut (except Iqaluit)

No	Mandatory Criterion	
M1	The Bidder <b>MUST</b> demonstrate that they have been in business for a minimum of 5 years providing services as defined in the Statement of Work from the Bid Solicitation closing date.  In the case of a joint venture, at least 1 member of the joint venture must meet the minimum 5 years requirement.  The bidder must also provide one of the following documents:  - A copy of the business name Registration Certificate; or - A copy of the Provincial or Territorial Business Corporation Registration Certificate; or - A copy of the Federal Business Incorporation Registration Certificate.	
M2	The Bidder MUST have provided at least 20 medical assessments combined in Northern Canada: (Yukon, Northwest Territories, Nunavut (excluding Iqaluit) after December 2009 with the following constraints:  a) A minimum of 5 medical assessments must have been for the following fields of expertise (Medical Specialization): otolaryngology (ENT), orthopedics and/or neurology; and  b) Medical specialist must be a physician with medical license of the province or territory in which the services were provided.  In order to demonstrate the experience, the Bidder must provide a list of medical assessments with at least the following information:  1- Medical Specialization of the assessment; 2- Medical specialist name; 3- Province where the medical assessment was delivered; and 4- Date of the medical assessment.  Note 1: Medical assessments must be in any of the fields of expertise listed in the Statement of Work  See Suggested Response Template attached hereto at Annex "D"	
M3	The Bidder must demonstrate that they can provide medical specialists in the 12 fields of expertise (Medical Specialization) listed in the statement of work for Northern Canada.	
M4	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.  The bidder MUST demonstrate that they are able to provide male and female medical specialists in the Yukon, Northwest Territories and Nunavut in the following Medical Specialization: otolaryngology (ENT), orthopedics and/or neurology, OR provide male and female medical specialists willing to travel across Northern Canada.	

#### POINT RATED CRITERIA STREAM 3: NORTHERN CANADA (Yukon, Northwest Territories and Nunavut (except Iqaluit)

Bids must achieve a minimum score of 60% (33/55) overall on point-rated criteria R1 to R4 to be declared responsive.

No.	Point Rated Technical Criterion	Max. Points
R1	The Bidder should demonstrate that they have been in business for more than 5 years providing services as defined in the Statement of Work from the Bid Solicitation closing date. Points will be allocated as follows:  2 points: up 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.	10
R2	The Bidder should have provided at least 5 medical assessments in each of the following provinces / territories after December 2009:  5 points: Northwest Territories 5 points: Nunavut (excluding Iqaluit) 5 points: Yukon	15
	Medical specialist must be a physician with medical license of the province/territory in which the services were provided.  Note 1: Medical assessments must be in any of the fields of expertise listed in the Statement of Work	
	Bidders may use the Suggest Response Template provided for M2	

R3	The Bidder should have provided at least 10 medical assessments in the following fields of expertise after December 2009.  3 points will be allocated for each fields of expertise:  a) Ophthalmology/Retina Macular; b) Rheumatology; c) Colorectal; d) Urology; e) Gynaecology; f) Plastic Surgery; g) Occupational Medicine; and h) Rehabilitation Medicine.  Medical specialist must be a physician with medical license of the provinces in which the services were provided.  Bidders may use the Suggest Response Template provided for M2	24
R4	The Bidder should demonstrate that they are able to provide English and French speaking medical specialists for the following Medical Specialization: otolaryngology (ENT), orthopedics and neurology.  Points will be allocated as follows:  2 points: 1 specialist 4 points: 2 specialists 6 points: more than 2 specialists	6
	Maximum Points	55

#### 1.13 FINANCIAL PROPOSAL

Bidders meeting ALL Mandatory Requirements and achieving at least the required minimum percentage score on the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal.

The Financial Evaluation will be carried out by the Contracting Authority independent of the DIAND Evaluation Committee responsible for rating the Technical Proposal. Financial Proposals will be evaluated based on the methodology detailed below.

All of the information required in the Pricing Schedule, Annex "C", MUST appear in the Bidder's Financial Proposal ONLY. The Bidder's Financial Proposal MUST be submitted in a sealed envelope, separate from the Bidder's Technical Proposal. The Bidder's failure to comply with this condition will result in the Bidder's Proposal being declared non-compliant and being given no further consideration.

Failure on the part of the Bidder to provide the information required within their Financial Proposal will result in DIAND deeming the Bidder's Proposal to be non-compliant, with the Proposal being given no further consideration by DIAND.

For evaluation purposes, the rates, as indicated in the Financial Proposal, Annex "C", will be used to derive the Bidder's price rating.

The firm lot price and the fixed hourly rates **MUST** be inclusive of all payroll, overhead costs and profits required to complete the work. Note: those rates are not to be quoted as ranges.

Rates should not include such things as travel and administrative expenses or GST/HST.

#### 1.14 BASIS OF SELECTION

DIAND intends to award **one** (1) **contract per Stream** as a result of this solicitation to the Bidder(s) representing Best Value, as determined in accordance with the Selection and Evaluation Criteria of this RFP.

Only Proposals that have met all Mandatory Requirements, and have achieved or exceeded the minimum required pass marks for the Point-Rated Criteria will be considered. All Proposals will be rated on technical acceptability before the price is considered.

The acceptable proposal which offers the **lowest total price** will be deemed to represent best value to the Department.

DIAND reserves the right to refuse any and all Proposals received in response to this RFP, without incurring any obligation to any Bidder having responded.

#### ARTICLES OF AGREEMENT

Contract Number 20-13-0210

File Number 1632-11/20-13-0210

These Articles of Agreement are made as of Upon Award, between Her Majesty The Queen in right of Canada (referred to in the Contract as "Her Majesty") represented by the Minister of Indian Affairs and Northern Development (referred to in the Contract as the "Minister")

and

To be identified at contract award [Street Address] [City], ON [Postal Code]

(referred to in the Contract as the "Contractor").

Her Majesty and the Contractor agree as follows:

#### **A1** CONTRACT

- 1.1 The following documents and any amendments relating thereto form the Contract between Her Majesty and the Contractor:
  - 1.1.1 these Articles of Agreement;
  - 1.1.2 the document attached hereto as Appendix "A" and titled "General Conditions", referred to herein as the General Conditions;
  - 1.1.3 the document attached hereto as Appendix "B" and titled "Supplementary Conditions", referred to herein as the Supplementary Conditions;
  - 1.1.4 the document attached hereto as Appendix "C" and titled "Terms of Payment", referred to herein as the Terms of Payment;
  - 1.1.5 the document attached hereto as Appendix "D" and titled "Statement of Work", referred to herein as the Statement of Work
  - 1.1.6 the document attached hereto as Appendix "E" and titled "Travel Expense Information", referred to herein as the Travel Expense Information
  - 1.1.7 The document attached hereto as Appendix 'F' and titled "Security Requirement Checklist", referred to herein as the Security Requirement Checklist.
  - 1.1.8 The document attached hereto as Appendix 'F-1' and titled "IT Security Safeguard Requirement", referred to herein as the IT Security Safeguard Requirement.
  - 1.1.9 The document attached hereto as Annex "D" and titled "Task Authorization Form" referred to herein as the Task Authorization Form.
- 1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.



#### ARTICLES OF AGREEMENT

A2	DATE	OF COMPI	ETION OF	E WODE AND	DESCRIPTION OF WORL	Z
A L	DAIR	OF COMPL	ÆTION OI	r wukk and	DESCRIPTION OF WORK	Λ.

2.1 The Contractor shall, between the date of these Articles of Agreement and March 31, 2017, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

#### A3 CONTRACT AMOUNT

- 3.1 Subject to the terms and conditions of this Contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor:
  - 3.1.1 the sum of N/A.
  - 3.1.2 a sum not to exceed **\$0.00**.

#### A4 APPROPRIATE LAW

4.1 This Contract shall be governed by and construed in accordance with laws in force in the Province of Ontario and the laws of Canada as applicable.

#### A5 DEPARTMENTAL REPRESENTATIVE

5.1 For the purpose of the Contract, the Minister hereby designates (**to be identified at contract award**), as the Departmental Representative.

This Contract has been executed on behalf of the Contractor and on behalf of Her Majesty the Queen in right of Canada by their duly authorized officers.

#### SIGNED, SEALED AND DELIVERED

by	[Signing Authority Name] , [Signing Authority Title]
in the presence of	
Date	
SIGNED, SEALED AND DELIVERED	
by	the Contractor
in the presence of	
Date	

#### **GENERAL CONDITIONS**

#### GC1 INTERPRETATION

- 1.1 In the Contract,
  - 1.1.1 "Contract" means the Contract documents referred to in the Articles of Agreement;
  - 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
  - 1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;
  - 1.1.4 "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract;
  - 1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;
  - 1.1.6 "prototypes" includes models, patterns and samples;
  - 1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

#### GC2 SUCCESSORS AND ASSIGNS

2.1 The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

#### GC3 ASSIGNMENT

- 3.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.

#### GC4 TIME OF THE ESSENCE

- 4.1 Time is of the essence of the Contract.
- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

#### **GENERAL CONDITIONS**

- 4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, Her Majesty may exercise any right of termination contained in GC7.

#### GC5 INDEMNIFICATION

- 5.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, error, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.2 The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 5.3 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

#### GC6 NOTICES

6.1 Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile, electronic mail or other means of electronic transmission, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile, electronic mail or other means of electronic transmission, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

#### GC7 TERMINATION OR SUSPENSION

7.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.

#### **GENERAL CONDITIONS**

- 7.2 All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 7.3 In addition to the amount which the Contractor shall be paid under GC7.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 7.4 Payment and reimbursement under the provisions of GC7 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 7.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 7.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC7 except as expressly provided therein.

#### GC8 TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 8.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:
  - 8.1.1 the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
  - 8.1.2 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- 8.2 In the event that Her Majesty terminates the work in whole or in part under GC8.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.
- 8.3 Upon termination of the work under GC8.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

#### **GENERAL CONDITIONS**

- 8.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 8.5 If, after the Minister issues a notice of termination under GC8.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC7.1 and the rights and obligations of the parties hereto shall be governed by GC7.

#### GC9 ACCOUNTS AND AUDITS

- 9.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 9.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.
- 9.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

#### GC10 CONFLICT OF INTEREST

10.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to the Departmental Representative.

#### GC11 CONTRACTOR STATUS

11.1 This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel are engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

#### GC12 WARRANTY BY CONTRACTOR

- 12.1 The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 12.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation.

# **GENERAL CONDITIONS**

#### GC13 AMENDMENTS

No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

#### GC14 ENTIRE AGREEMENT

14.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

#### SUPPLEMENTARY CONDITIONS

# SC1 RELEASE AND DISCLOSURE OF PROPRIETARY, PERSONAL AND THIRD PARTY INFORMATION

- 1.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract.
- 1.2 The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to an authorized subcontractor information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract.
- 1.3 Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.
- 1.4 Subject to the *Access to Information Act*, R.S.C. 1985, and, to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor including personal and third party information.

#### SC2 SALES TAX

2.1 These services are being purchased with public (Canada) funds for the use of a federal government department and as such, with the exception of the province of Quebec, are not subject to the payment of provincial ad valorem sales and consumption taxes levied by the province or territory in which the taxable services are delivered.

#### SC3 IDENTIFICATION/ACCESS CARD

3.1 A Contractor who has been issued a departmental Identification/Access Card must return it to the appropriate Security Section upon termination or completion of the Contract services and/or on the date that the card expires.

#### SC4 OFFICIAL LANGUAGES

- 4.1 Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.
- 4.2 Contractors must also respect the right of employees to work in the language of their choice and respect the language(s) of work in each region. To that end, Contractors must be able to provide their services in the working language of each region and in the two official languages of the National Capital Region (NCR). In DIAND, the languages of work in the NCR are English and French; in the Quebec regional office, French; and English in all other departmental regional offices and in the IOGC regional office.

#### SUPPLEMENTARY CONDITIONS

#### SC5 NON-RESIDENTS WHO PERFORM SERVICES IN CANADA

5.1 The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor identified in said Act and will perform services in Canada. This amount will be held on account with respect to any liability for taxes which may be owed to Canada. In addition, an amount of 9 percent may be withheld for provincial income tax purposes from non-residents providing services in the Province of Quebec.

#### SC6 CRIMINAL CODE OF CANADA

6.1 The Contractor certifies that it has not lost capacity to Contract with Her Majesty pursuant to Section 750 of the Criminal Code of the Canada.

#### SC7 GENDER-BASED ANALYSIS

- 7.1 The Contractor shall familiarize itself with the DIAND Gender-Based Analysis Policy <a href="http://www.ainc-inac.gc.ca/ai/gba/gnd-eng.asp">http://www.ainc-inac.gc.ca/ai/gba/gnd-eng.asp</a> and when performing the Contract Work shall take into account gender considerations described in the DIAND Gender-Based Analysis Policy that are applicable to the Contract Work. The Contractor may consult with the Departmental Representative with respect to the DIAND Gender-Based Analysis Policy in order to ensure compliance with the DIAND Gender-Based Analysis Policy.
- 7.2 Where applicable, DIAND will conduct a gender-based analysis in accordance with the DIAND Gender-Based Analysis Policy. The Departmental Representative will inform the Contractor of any gender equality issues that arise as a direct result of the Contract Work.
- 7.3 If the Contractor becomes aware of any gender equality issues that have not been identified through a gender-based analysis conducted by DIAND, the Contractor shall inform the Departmental Representative in writing and in a timely fashion.

#### SC8 CERTIFICATION - CONTINGENCY FEES

- 8.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 8.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
- 8.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract or recover from the Contractor by way of reduction to the Contract price or otherwise the full amount of the contingency fee.

#### 8.4 In this section:

- 8.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.
- 8.4.2 "employee" means a person with whom the Contractor has an employer/employee relationship.

#### SUPPLEMENTARY CONDITIONS

8.4.3 "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the <a href="Lobbyist Registration Act">Lobbyist Registration Act</a> R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

#### SC9 FORMER PUBLIC SERVANTS

- 9.1 It is a term of the Contract:
  - 9.1.1 that the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
  - 9.1.2 that the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based, and
  - 9.1.3 that the Contractor has informed the Departmental Representative of any exemption in respect of the abatement of a Contract fee received by the Contractor under the Early Departure Incentive Program Order.

#### SC10 INTELLECTUAL PROPERTY

10.1 The Department of Indian Affairs and Northern Development has determined that there is no Intellectual Property arising from the performance of the Work under the Contract.

# SC11 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) PROGRAM

11.1 The Contractor's GST/HST number is (to be identified at contract award).

#### SC12 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

12.1 **For the services of an Individual:** No individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply shall derive any direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions; and

that during the terms of the Contract any persons engaged in the course of carrying out this Contract shall conduct themselves in compliance with the principles of the *Conflict of Interest Act*, the *Values and Ethics Code for the Public Service*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* which are the same as those in the *Conflict of Interest and Post-Employment Code for the Public Service*, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

#### SUPPLEMENTARY CONDITIONS

12.2 **For the services of a Firm:** It is a term of this Contract that no individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, shall derive any direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.

# SC13 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – DEFAULT BY CONTRACTOR

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

#### SC14 OPTION TO EXTEND THE CONTRACT

- 12.3 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by three (3) additional one (1) year periods under the same terms and conditions.
- 12.4 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Contract expiry date.
- 12.5 The Contractor agrees that, during the extended period the Contract, the rates/prices will be in accordance with the provisions of the Contract.

# SC15 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 20-13-0210

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, 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/Offeror 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. Until the security screening of the Contractor/Offeror personnel required by this Contract/Standing Offer has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor/Offeror personnel MAY NOT HAVE ACCESS to (CLASSIFIED/PROTECTED) information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.
- 4. 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**.
- 5. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
- 6. The Contractor/Offeror must comply with the provisions of the:

# SUPPLEMENTARY CONDITIONS

- (a) Security Requirements Check List and security guide (if applicable), attached at Appendix F;
- (b) Industrial Security Manual (Latest Edition)

# TERMS OF PAYMENT

**TP1** Payment for the satisfactory performance of the work under this agreement shall be based on a Firm Lot Price per medical assessment and report:

TABLE 1						
Firm Lot Price per Medical Assessment and Report						
	STREAM: Will be identified at contract award					
Medical Specialization	Award to March 31, 2015	April 1, 2015 to March 31, 2016	April 1, 2016 to March 31, 2017	First Option Period April 1, 2017 to March 31, 2018	Second Option Period April 1, 2018 to March 31, 2019	Third Option Period April 1, 2019 to March 31, 2020
Otolaryngology (ENT)						
Orthopedics						
Neurology						
Ophthalmology /Retina Macular						
Rheumatology						
Colorectal						
Gynecology						
Urology						
Physiatrist						
Plastic Surgery						
Occupational Medicine						
Rehabilitation Medicine						

# APPENDIX "C" TERMS OF PAYMENT

When seeking clarification from an Expert's report, payment for the satisfactory performance of the work under this agreement shall be based on a fixed hourly rate as follow:

TABLE 2 Fixe Hourly Rates						1
	STREAM: Will be identified at contract award					
Medical Specialization	Award to March 31, 2015	April 1, 2015 to March 31, 2016	April 1, 2016 to March 31, 2017	First Option Period April 1, 2017 to March 31, 2018	Second Option Period April 1, 2018 to March 31, 2019	Third Option Period April 1, 2019 to March 31, 2020
Otolaryngology (ENT)						
Orthopedics						
Neurology						
Ophthalmology /Retina Macular						
Rheumatology						
Colorectal						
Gynecology						
Urology						
Physiatrist						
Plastic Surgery						
Occupational Medicine						
Rehabilitation Medicine						

### TERMS OF PAYMENT

	Maximum Authorized Fees:	<b>\$0.0</b> 0
	Miscellaneous expenses directly related to the work under this agreement as may be authorized by the Departmental Representative, reimbursed at cost, without mark-up, upon submission and acceptance of invoices and/or a Statement of Expenses, to a maximum amount of	\$0.00
	Actual and reasonable travel expenses for transportation, accommodation,	
	meals and incidentals incurred by the Contractor as may be authorized by the	
	Departmental Representative to a maximum amount of	\$0.00
	Maximum Authorized Amount for Fees and Expenses	\$0.00
	Maximum GST/HST Payable	\$0.00
	Total Maximum Authorized Contract Value	\$0.00
TP2	Administration fees are not reimbursable under this agreement as the time/unit rate(s) and/or fixed fe specified in TP1 are inclusive of all payroll, overhead and administration costs and profits required to complete the Work.	
TP3	This Contract value shall not be exceeded without the approval of the Contract signing authority.	
TP4	For Contracts with miscellaneous expense provisions in TP1 of the Terms of Payment: The reimbursement of the miscellaneous expenses as authorized under TP1 shall be contingent upon the submission by the Contractor of invoices supporting such expenses as applicable, and/or a Statement Expenses which shall set out the purpose and cost of each expense incurred.	of
TP5	For Contracts with travel expense provisions in TP1 of the Terms of Payment: The travel and accommodation expenses shall not exceed the charges allowed in the current issue of the Treasury B Travel Directive as set out in the attached "Travel Expenses Information". These expenses shall be substantiated to the satisfaction of the Departmental Representative with the supporting documents reby the said Directive.	
TP6	For Contracts with miscellaneous and travel expense provisions in TP1 of the Terms of Payme The respective allowances for miscellaneous expenses and for travel expenses are estimates only, and the cumulative expenses incurred under one of these two allowances exhaust and thereafter exceed the stated maximum, the overage may be paid out of the balance of funds remaining in the other allowances.	d where ie
	Notwithstanding the foregoing, the Contractor must, in advance of the required draw against the other allowance, advise the Departmental Representative and obtain his/her concurrence that the expenses requiring this action are necessary to the conduct of the work. All such expenses must be substantiat receipts or statement of expenses in accordance with the instructions set out herein.	

Payments in accordance with the Terms of Payment herein will be made to the Contractor upon receipt of invoices therefor approved by the Departmental Representative for satisfactory performance of this agreement. It is understood and agreed that the Departmental Representative shall be the final judge

concerning the quality and acceptability of the work.

**TP7** 

#### TERMS OF PAYMENT

- Payment will be issued to the Contractor 30 days after the work (or part thereof, where provided for under TP1) is satisfactorily completed and an invoice received therefor. Where payment is not made within the 30 day payment period, and where the government is responsible for the delay, interest will be paid on the invoice amount at the Bank of Canada rate in effect on the date on which the amount is paid, plus 3%.
- **TP9** Interest is payable on acceptable invoices that are not paid within the 30 day payment period. Interest will not be paid on invoices paid within the 30 day payment period. Interest will not be paid on an interim basis; nor will interest be paid on interest charges.
- TP10 The period for which interest will be paid will be from the day after the end of the 30 day payment period to the date that payment is issued. In respect of interest amounts which are less than ten dollars (\$10.00) in value, said interest shall not be paid unless the Contractor so demands by means of written communication to the Departmental Representative. Interest payments in excess of ten dollars (\$10.00) will be paid automatically.

# TP11 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) REGISTRANTS AND NON-REGISTRANTS

11.1 **GST or HST Registrants:** Any amount levied against Her Majesty in respect of the federal Goods and Services Tax (GST) or Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy shall be paid from the Government of Canada Refundable Advance Account to the Contractor in addition to the amounts paid from the departmental appropriation for the work done. The Contractor agrees to remit the GST or HST to the Canada Customs and Revenue Agency.

or,

11.2 **Non GST or HST Registrants:** Any amount to be levied by a non-GST or HST Registrant against Her Majesty in respect of the federal Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy and the amounts for the work done shall be paid directly from the departmental appropriation to the Contractor.

### TP12 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS

### 12.1 **Progress Payments**

Unless otherwise agreed upon by the Departmental Representative, Progress Payments will be made to the Contractor on a monthly basis upon compliance with the following terms and conditions and in accordance with the Invoicing Instructions specified herein.

### 12.2 Progress Claims and Invoicing

- 12.2.1 **Progress Claims:** Progress Claims, which must include, at a minimum, the following information/documentation, shall be prepared by the Contractor and submitted to the Departmental Representative in accordance with the Invoicing Instructions detailed herein on a monthly basis:
  - a) Contractor's Name and Address;
  - b) Progress Claim Number;
  - c) Contract Number;
  - d) Contractor's Report of Progress/Activities;

#### TERMS OF PAYMENT

- e) Period of Work covered by the Progress Claim; and
- f) Description of Expenditures (expenditures shall be claimed in accordance with the Contract Basis and Method of Payment).

### 12.2.2 Certificate of Contractor

It is understood and agreed, that in submitting a Progress Claim, the Contractor is certifying that:

- a) All authorizations required under the Contract have been obtained. The Progress Claim is consistent with the progress of the Work and is in accordance with the terms of the Contract.
- b) Indirect costs have been paid for, or accrued, in the Contractor's accounts.
- c) Direct materials and Work under subcontract have been received, accepted and either paid for, or accrued, in the Contractor's accounts following receipt of invoice from vendors/subcontractors, and have been, or will be, used exclusively for the purpose of the Contract.
- d) All direct labour costs have been paid for, or accrued, in the Contractor's accounts and all such costs were incurred exclusively for the purpose of the Contract.
- e) All other direct costs have been paid for, or accrued, in the Contractor's accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the Contract.
- f) The Contractor has not been given notice of, nor is he/she aware of, any liens, encumbrances, charges or other claims against the Work.

### 12.3 **Invoicing Instructions**

12.3.1 On a pre-determined monthly date which has been mutually agreed upon by the parties to the Contract, the Contractor shall submit two (2) copies of their invoice to the Departmental Representative as named in the Contract.

### 12.3.2 All invoices for Progress Claims shall be submitted to:

To be identified at contract award

Department of Indian Affairs and Northern Development Room - 10 Wellington Street Gatineau, Quebec K1A 0H4

and must be accompanied by:

- a) a "Progress Claim" (in accordance with the requirements of 12.2.1 above); and
- b) all receipts (for invoices including hospitality, miscellaneous and/or travel expense claims).
- 12.3.3 Pursuant to paragraph 221 (1) (d) of the *Income Tax Act*, payments made by departments and agencies under applicable service Contracts must be reported on a T1204 supplementary slip. To comply with this requirement, Contractors are required to provide the following information on each invoice:
  - a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number or Business Number (BN), as well as the address and the postal code;
  - b) the status of the Contractor, i.e. individual, unincorporated business, or corporation;

### TERMS OF PAYMENT

- c) for individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST) Harmonized Sales Tax (HST) number;
- d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and
- e) the following certification signed by the Contractor or an authorized officer:
  "I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, c) or d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

Progress Claim payments will only be made upon receipt and acceptance of the above noted documentation.

### STATEMENT OF WORK

#### SW1 Title

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

#### SW2 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 and Territories 19%, and the North (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.

### SW3 Objective

- 3.1 The objective is to have the supplier(s) provide IRSAS with Independent Medical Assessment Services in one (or more) of three specific areas of Canada (Western, Eastern, or Northern). Western Canada is comprised of: British Columbia, Alberta, Saskatchewan, and Manitoba. Eastern Canada is comprised of: Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, New Brunswick, Prince Edward Island, and Iqaluit. Northern Canada is comprised of: Yukon, Northwest Territories, and Nunavut (except Iqaluit). 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.

#### **SW4** Definitions and Applicable Documents

### 4.1 **Definitions**

The following list of definitions is 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.

### STATEMENT OF WORK

Term/Acronym	Definition
Adjudicator	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.
Claimant	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.
Independent Assessment	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.
Letter of Instruction	The Letter of Instruction prepared by the individual Adjudicator on a file, describing the nature of the work required for an individual Independent Assessment.
TA - Task Authorization	A structured administrative tool enabling IRSAS to authorize work by a contractor on an "as and when requested" basis in accordance with the conditions of the contract.

SW5 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:

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

Settlement agreement: http://www.residentialschoolsettlement.ca/settlement.html

### SW6 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.

### STATEMENT OF WORK

### **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).
- 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 Orthopaedics;
  - 6.4.3 Neurology;
  - 6.4.4 Ophthalmology /Retina Macular;
  - 6.4.5 Rheumatology;
  - 6.4.6 Colorectal;
  - 6.4.7 Gynaecology;
  - 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 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

### STATEMENT OF WORK

- 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.

### SW7 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.

### **SW8** 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.

### **SW9** 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

### STATEMENT OF WORK

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.

### SW10 Task Authorization

10.1 Work described above will be performed under the Contract on an "as and when requested" basis. An obligation will come into force only when the Contractor receives a Task Authorization (TA). The Contractor must not commence work until a TA has been authorized and issued in accordance with the Contract. The task description included in the authorized TA must fall within the scope of the Statement of Work. The TA will be authorized under the Contract through the use of the TA Form which will be provided at Contract award. An authorized TA will be completed and signed by the Contracting Authority.

#### SW11 Task Authorization Process

- 11.1 For each task, the Project Authority will provide the Contractor with a request to perform a task prepared using the TA Form, containing as a minimum:
  - i) Response due date and time (minimum of 48 hours);
  - ii) Claimant information and Location of Work;
  - iii) The contract security requirements applicable to the task;
  - iv) Resource (Medical Specialist) required, gender and language requirement; and
  - v) The Contract basis of payment applicable to the task.
- 11.2 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 in the TA. The TA form must be signed by the Contractor.

The TA process and the TA form will be subject to changes if necessary upon and/or after contract award.

### SW12 TA Authorization

- 12.1 The Project Authority will authorize the TA based on:
  - i) The request submitted to the Contractor;
  - ii) The Contractor's response received; and
  - iii) The agreed total estimated cost for performing the task.
- 12.6 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 to perform the task.
- 12.7 The Authorized TA will be issued to the Contractor by e-mail (as an e-mail attachment in PDF format).

### **SW13** Reporting Requirements

13.1 No later than 10 calendar days after end of each calendar month, the Contractor must provide to the project Authority, a periodic Usage Reports. The usage report spreadsheet template will be provided at contract award.

#### SW14 Constraints

### STATEMENT OF WORK

- 14.1 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.
- 14.2 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.
- 14.3 Claimants may have special needs such as, but not limited to, wheelchair accessibility or mobility issues.

#### SW15 Contractor Responsibilities

- 15.1 The Contractor must:
  - 15.1.1 Be in possession of all the required tools required to complete the work;
  - 15.1.2 Be capable of locating and scheduling an Independent Medical Specialist within fourteen (14) calendar days following receipt of an authorized Task Authority (TA);
  - 15.1.3 Adhere to Canadian standards of professional practice for medicine;
  - 15.1.4 Liaise with IRSAS personnel, Adjudicators, Claimant Counsel, and IRSAS as required;
  - 15.1.5 Complete assigned work according to pre-defined schedules and assessment requirements as identified in the Letter of Instruction and Task Authorization;
  - 15.1.6 Ensure the provision of quality independent medical assessment services that are acceptable to IRSAS;
  - 15.1.7 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 described herein, as they arise. Potential issues include, but not limited to claim-related assessment issues, budgetary issues, and scheduling issues.

### SW16 IRSAS Responsibilities and Support

- 16.1 As required, for the completion of the work, IRSAS will provide:
  - 16.1.1 Task Authorization and Letter of Instruction, via the secure mechanism for information exchange employed by the Contractor, containing the work required;
  - 16.1.2 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;
  - 16.1.3 Contact information or a letter of introduction for contacting or interacting with other parties

### STATEMENT OF WORK

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

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

#### SW17 Location of Work and Travel Requirement

- 17.1 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 in all geographic locations throughout Eastern, Western and Northern Canada.
- 17.2 The specific location of work will be specified in any resultant Task Authorization
- 17.3 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 by the Project Authority and reimbursed the authorized travel and living expenses reasonably and properly incurred in the performance of the Work in accordance with Treasury Board (TB) Travel Directive. 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.

### SW18 Language of Work

- 18.1 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.
- In the event of Aboriginal language requirements, the claimant may require an interpreter to accompany them. This interpreter will be arranged by the IRSAS.

### **SW19** Privacy Requirements

- 19.1 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):
  - 19.1.1 Protect the personal health information of your patients <sup>1</sup>.
  - 19.1.2 Provide information reasonable in the circumstances to patients about the reasons for the collection, use and disclosure of their personal health information.
  - 19.1.3 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.
  - 19.1.4 Avoid public discussions or comments about patients that could reasonably be seen as revealing confidential or identifying information.
  - 19.1.5 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

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

### STATEMENT OF WORK

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.

- 19.1.6 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.
- 19.1.7 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.

### SW20 CONTRACTOR'S PROPOSAL

The Contractor's proposal, dated (to be identified at contract award), insofar as it is not at variance with anything contained in the Contract document, shall apply to and form part of the Contract.

# APPENDIX "E" TRAVEL EXPENSE INFORMATION

1. The following are the maximum rates allowed in the current issue of the Treasury Board Travel Directive and in accordance with the Special Travel Authorities of Treasury Board. As some rates are subject to change every January 1st, April 1st, July 1st and October 1st of each year, it is the Contractor's responsibility to ensure that the travel rates applied to the period being invoiced are in accordance with the TB Travel Directive, *Rates and Allowances*, Appendix B and C as published on the National Joint Council website <a href="http://www.njc-cnm.gc.ca/doc.php?sid=3&lang=eng">http://www.njc-cnm.gc.ca/doc.php?sid=3&lang=eng</a>.

Air Travel The standard for air travel is economy class only. Under no circumstances will the

Department defray the cost of business class travel by a Contractor. The Department may limit the reimbursement of the air travel portion when the lowest appropriate rate is not

obtained.

<u>Rail Travel</u> The standard for rail travel is the next higher class after the full economy class.

Taxis Receipts are only required to justify individual taxi fares in excess of ten dollars (\$10.00),

taxes included.

<u>Rental Vehicles</u> The standard for rental vehicles is mid size. Rental vehicles beyond the standard shall be

authorized based upon factors such as, but not limited to, safety, the needs of the traveller

and the bulk or weight of goods transported.

Rental vehicles are only to be used in instances where the Contractor has received prior authorization from the Departmental Representative identified in the Contract after having demonstrated, in writing to the Departmental Representative that the use of such vehicles is cost-effective in relation to commercial transportation.

Contractors must consult the PWGSC Car Rental Directory available at <a href="http://rehelv-acrd.tpsgc-pwgsc.gc.ca/index-eng.aspx">http://rehelv-acrd.tpsgc-pwgsc.gc.ca/index-eng.aspx</a> and, where feasible, utilize those Rental Companies that have agreed to extend their government rates to cost reimbursable Contractors working under Contract and traveling on official government business as identified in the Directory under Services Offered. A letter which confirms that the Contractor is on travel status on behalf of the government and specifies the duration of the Contract and the destination shall be provided to the Contractor by the Departmental Representative for the purpose of acquiring government rates from Rental Companies.

Collision damage waiver coverage is required for the entire period that a vehicle is rented. Contractors will not be reimbursed for insurance coverage premiums. Contractors who intend to carry passengers are advised to confirm with their insurance agent that they are adequately insured.

Contractors shall be reimbursed the daily vehicle rental fee (excluding any insurance coverage premiums) and the actual costs of parking the rental vehicle upon submission of actual receipts.

### Private Motor Vehicles

Privately-owned vehicles are only to be used in instances where the use of a privately-owned vehicle is cost-effective in relation to commercial transportation, and, upon prior authorization of the Departmental Representative identified in the contract.

Insurance premiums related to the use of privately-owned vehicles are the responsibility of the Contractor. Contractors may request reimbursement of parking through the submission of receipts.

# APPENDIX "E" TRAVEL EXPENSE INFORMATION

The following kilometric rates (taxes included) are applicable effective October 1, 2013:

### Cents/km (Taxes Included)

British Columbia	51.0	New Brunswick	49.5
Alberta	51.5	Prince Edward Island	50.5
Saskatchewan	45.5	Newfoundland	53.0
Manitoba	47.5	Yukon	63.5
Ontario	55.0	Northwest Territories	58.5
Quebec	57.0	Nunavut	58.5
Nova Scotia	51.0		

<u>Hotels</u>

Contractors are expected to use moderately priced hotels. Only partial reimbursement of actual costs may be made by the Department should claims be for unreasonably high-priced accommodation.

Private

Non-Commercial

<u>Accommodations</u> Should a Contractor stay with friends or relatives the private non-commercial

accommodation rate of \$50.00/overnight stay GST/HST inclusive is reimbursed.

Meals

The following rates (**taxes included**) are applicable during the period of October 1, 2013 to March 31, 2014:

	All Provinces	Yukon & Alaska	<u>NWT</u>	Nunavut
Breakfast:	\$15.75	\$15.70	\$22.00	\$21.30
Lunch:	\$15.10	\$19.00	\$23.50	\$31.35
Dinner:	\$42.00	\$50.35	\$53.55	\$69.80

**Incidental** 

Expenses

The Contractor may claim seventeen dollars and thirty cents (\$17.30) GST/HST inclusive for each day of stay in commercial or private non-commercial accommodations.

### 2. Receipt Requirements

Only original receipts will be accepted from Contractors; photocopies of hotel bills, air/train tickets, taxi receipts, etc. are not claimable.

Receipts are required for the following:

- 1. Air or ground transportation e.g. train, bus, car rental, parking costs, etc..
- 2. *Taxis in excess of \$10.00.*
- 3. Hotel accommodation.

### APPENDIX "F" SECURITY REQUIREMENT CHECKLIST

Government Gouvernement	Contract Number / Numéro du contrat		
*	of Canada	du Canada	20-13-0210
			Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

	TION DES EXIGENCES RELATI						
PART A - CONTRACT INFORMATION / PARTIE A - IN  1. Originating Government Department or Organization /	FORMATION CONTRACTUELLE	2. Branch or Directorate / Direction géné	rale ou Direction				
Ministère ou organisme gouvernemental d'origine	Aboriginal Affairs and Northern Development Canada	IRSAS/CAO	rale ou Direction				
3. a) Subcontract Number / Numéro du contrat de sous-		ress of Subcontractor / Nom et adresse du s	ous-traitant				
4. Brief Description of Work / Brève description du trava	il						
RFP for Medical Assessment in Canada, Regional Division							
5. a) Will the supplier require access to Controlled Good			✓ No Yes				
Le fournisseur aura-t-il accès à des marchandises 5, b) Will the supplier require access to unclassified milli		inions of the Technical Data Control	Non Uves				
Regulations?	tary technical data subject to the prov	isions of the recrimical Data Control	V Non  □ Oui				
Le fournisseur aura-t-il accès à des données techn	iques militaires non classifiées qui so	nt assujetties aux dispositions du Règlemen					
sur le contrôle des données techniques?  6. Indicate the type of access required / Indiquer le type	d'accès requis						
7,		information or annuta?	No Yes				
Will the supplier and its employees require access     Le fournisseur ainsi que les employés auront-ils ac			No Ves Non Ves				
(Specify the level of access using the chart in Ques	stion 7. c)						
(Préciser le niveau d'accès en utilisant le tableau q		as to restricted access group? No access to	No Yes				
b) Will the supplier and its employees (e.g. cleaners, PROTECTED and/or CLASSIFIED information or a		ss to restricted access areas? No access to	Non Oui				
Le fournisseur et ses employés (p. ex. nettoyeurs,	personnel d'entretien) auront-ils accè						
à des renseignements ou à des biens PROTÉGÉS		<u>5.</u>	✓ No Yes				
Is this a commercial courier or delivery requirement     S'agit-il d'un contrat de messagerie ou de livraison		uit?	Non Oui				
7. a) Indicate the type of information that the supplier wil			avoir accès				
Canada ./	NATO / OTAN	Foreign / Étrange					
· · · · · · · · · · · · · · · · · · ·		7 Oreign / Ettalige					
7. b) Release restrictions / Restrictions relatives à la diff	All NATO countries	No release restrictions					
Aucune restriction relative	Fous les pays de l'OTAN	Aucune restriction relative					
à la diffusion		à la diffusion					
Not releasable							
À ne pas diffuser							
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :					
			nor lo(a) nava :				
Specify country(ies): / Préciser le(s) pays :	Specify country(les): / Préciser le(s) pa	sys: Specify country(les), / Preci	sei ie(s) pays .				
7. c) Level of information / Niveau d'information							
	NATO UNCLASSIFIED	PROTECTED A					
	NATO NON CLASSIFIÉ L	PROTÉGÉ A					
	NATO RESTRICTED	PROTECTED B					
	NATO DIFFUSION RESTREINTE L	PROTÉGÉ B PROTECTED C					
	NATO CONFIDENTIAL	PROTÉGÉ C					
	NATO SECRET	CONFIDENTIAL					
	NATO SECRET	CONFIDENTIEL					
	COSMIC TOP SECRET	SECRET					
SECRET C	COSMIC TRÈS SECRET L	SECRET TOP SECRET	늗				
TRÈS SECRET		TRÈS SECRET					
TOP SECRET (SIGINT)		TOP SECRET (SIGINT)					
TRÈS SECRET (SIGINT)		TRÈS SECRET (SIGINT)					

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

Canadä

# APPENDIX "F" SECURITY REQUIREMENT CHECKLIST

*	Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat 20-13-0210
			Security Classification / Classification de sécurité UNCLASSIFIED

8. Will the sup Le fourniss If Yes, indic	tinued) / PARTIE A (suite) plier require access to PROTECTED a eur aura-t-il access à des renseignemen ate the level of se silver de acceptible.	ts ou à des biens COMSEC dé		ASSIFIÉS?	No Yes Non Oui				
9. Will the sup	native, indiquer le niveau de sensibilité plier require access to extremely sensi aur aura-t-il accès à des renseignemen	tive INFOSEC information or a		e?	✓ No Yes Non Oui				
	Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :								
	RSONNEL (SUPPLIER) / PARTIE B - F nel security screening level required / N								
<b>✓</b>	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECF TRÈS SEC					
	TOP SECRET – SIGINT TRÈS SECRET – SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		OP SECRET RÈS SECRET				
	SITE ACCESS ACCÈS AUX EMPLACEMENTS								
	Special comments: Commentaires spéciaux :		1.00.00						
	NOTE: If multiple levels of screening a REMARQUE: SI plusieurs niveaux d	are identified, a Security Classific	cation Guide must be provided	l. n de la sécurité doit être	fourni.				
	screened personnel be used for portion onnel sans autorisation sécuritaire peu	s of the work?			No Ves Non ✓ Ves				
	vill unscreened personnel be escorted? iffirmative, le personnel en question sei				No Ves Non ✓ Ves Oui				
	EGUARDS (SUPPLIER) / PARTIE C -		(FOURNISSEUR)						
	supplier be required to receive and sto	re PROTECTED and/or CLAS	SIFIED information or assets	on its site or	No Yes				
premise Le fourr CLASS	nisseur sera-t-il tenu de recevoir et d'en	treposer sur place des renseig	nements ou des biens PROT	rÉGÉS et/ou	L Non L Oui				
	supplier be required to safeguard COM isseur sera-t-il tenu de protéger des re		DMSEC?		No Yes Non Oui				
PRODUCTIO	DN								
	production (manufacture, and/or repair ar the supplier's site or premises?	nd/or modification) of PROTECT	ED and/or CLASSIFIED mate	rial or equipment	✓ No Yes				
Les insta	Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?								
INFORMATIO	ON TECHNOLOGY (IT) MEDIA / SUI	PPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATIO	N (TI)					
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED  No Non Ves Oui									
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?									
Dispose	e be an electronic link between the suppli ra-t-on d'un lien électronique entre le sys ementale?			'agence	No Yes Non Oui				
TBS/SCT 35	0-103(2004/12)	Security Classification / Clas	sification de sécurité						
		UNCLASSI			Canada				

Canadä

# APPENDIX "F" SECURITY REQUIREMENT CHECKLIST

*	
-1-	

Government of Canada Gouvernement du Canada Contract Number / Numéro du contrat
20-13-0210
Security Classification (de sécurité

PART C - (continue	d) /	PAR	TIE	C - (suite)							<b>33.11</b>					
	For users completing the form manually use the summary chart below to indicate the category(les) and level(s) of safeguarding required at the supplier's site(s) or premises.															
Les utilisateurs q	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 comple Dans le cas des u dans le tableau ré	utilis	ateu	rs qu													aisies
dans le tableau re	scap	ntula	uı.		SU	MMARY	CHART /	TABLEAU R	ÉCAPITU	JLATIF						
Category Catégorie		OTECT ROTÉ			ASSIFIED LASSIFIÉ			NATO						COMSEC		
	Α	В	c	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		OTECT ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL.		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET GOSMIC TRÈS SECRET	A	В	С	CONFIDENTIEL		TRÉS SECRET
Information / Assets Renseignements / Biens		✓														
Production																
)T Media / Support Ti		1														
IT Link / Lien électronique																
a) Is the descripti     La description										SIFIÉE?				[	✓ No Non	Yes Oui
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.																
2. 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 Vier Non Ves Oui																
attachments ( Dans l'affirma	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, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces															

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canad'ä

\*

Aboriginal Affairs and Northern Development Canada

Affaires autochtones et Développement du Nord Canada

# Aboriginal Affairs and Northern Development Canada

# IT Security Safeguard Requirements

Contractor Name

RFP

Contract Number

20-13-0210

Document Number:

6078412

Date:

February 14, 2014

Designation / Classification

Unclassified



IT Security Requirements

Contract # 20-13-0210

Unclassified

### Overview

As per the Security Requirement Checklist (SRCL) for contract # 20-13-0210, the contractor will access, store and transmit up to Protected B data. It is the contractor's responsibility to ensure that this information remains secure at all times by complying with the Treasury Board's Policy on Government Security (PGS), the Treasury Board's Management of Information Technology Security Standard (MITS) and the Aboriginal Affairs and Northern Development Canada's (AANDC) Electronic Storage and Transmission standards listed below.

Public Works and Government Services Canada (PWGSC) may perform a site inspection to confirm and certify that the contractor meets these requirements. Items of non-compliance will be noted and communicated to AANDC for immediate action.

The contractor was provided with a copy of the IT Security Requirement Safeguards and is therefore aware of these requirements as well as his or her responsibility to:

- Comply with these requirements;
- Immediately report the loss or theft of any media devices containing AANDC data to AANDC's Departmental Security Officer
- Notify AANDC's Departmental Security Officer regarding any security breach or suspected security breach which could impact AANDC data; and
- Inform all staff who will be handling AANDC data of these requirements.

Failure to comply with these requirements is a breach of contractual obligations and may result in contract termination

IT Security Requirements

Contract # 20-13-0210

Unclassified

## **Electronic Storage of Departmental Data**

When there is a requirement to store or transport departmental data outside of AANDC premises or off AANDC's internal network, the contractor must ensure that the data remains secure at all times by adhering to the following requirements:

### Protected "A"

- Computing devices used to process AANDC data are equipped with up to date Anti-Virus which is configured to automatically receive and install product updates.
- Computing devices used to process departmental data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates.
- Computing devices are protected by a firewall (be it a network perimeter firewall appliance or host based firewall application installed on the computer).
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards. (http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti/itsg06-eng.html).

### Protected "B"

Protected A safeguards listed above plus the following:

- When carrying Protected B data outside of the contractors premises, data must be stored on a
  FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128,
  192 or 256 bit algorithm and not be copied to a device which does not meet these requirements.
  http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm
- While on contractor premises, portable media devices containing sensitive information are to be
  physically stored within an appropriate security container in accordance with the highest level of
  sensitivity stored on the device when not in use. Such a security container must be present on the
  contractor's premises (Pro B = Padlock security Container / Pro C = (Integrated Dial Lock security
  container).

**IT Security Requirements** 

Contract # 20-13-0210

Unclassified

# **Electronic Transmission of Departmental Data**

The section provides the accepted methods in which data can be exchanged between AANDC and the contractor based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with AANDC. The use of transmission methods other than those listed below is prohibited.

Classification Level	AANDC Approved Transmission Methods	Requirements (PWGSC to verify if contractor meets these requirements)
Protected A	Email	<ul> <li>Each user has their own corporate e-mail account which is protected with a username and password.</li> </ul>
Flotected		<ul> <li>The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc)</li> </ul>
l	Fax	Contractor can transmit Protected A Data to AANDC via fax so long as the following requirements are met:
		<ul> <li>The sending fax machines is located on the contractor's premises</li> </ul>
		The sender contacts the recipient to confirm fax number and advise recipient of incoming fax
		<ul> <li>Recipient is present at the fax machine ready to receive fax</li> </ul>
		<ul> <li>Sender obtains confirmation from sender of receipt</li> </ul>
	Wireless Communications	If a wireless access point is installed on the contractor's premises, and devices processing AANDC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:
		<ul> <li>The administrator user name and password must be changed from their default values.</li> </ul>
		<ul> <li>The network name (SSID) has been changed from its default value.</li> </ul>
		<ul> <li>WPA2 encryption with an AES algorithm enabled.</li> </ul>
Protected B	Entrust Encrypted and Digitally Signed E-mail	In order to transmit Protected B data via e-mail, the data must be encrypted using a GOC PKI certificate and Entrust Software.
		Contractor has a valid GOC PKI Certificate.
		<ul> <li>Entrust Software is installed on the contractor's PC/laptop.</li> </ul>
		<ul> <li>E-mail is encrypted with one of the following encryption algorithms:</li> <li>CAST5-128 Bit</li> </ul>

IT Security Requirements	Contract # 20-13-0210 Unclassified
	<ul> <li>3DES-168 Bit</li> <li>AES-192 Bit</li> <li>AES-256 Bit</li> <li>One of the following algorithms is used to digitally sign E-mails:         <ul> <li>RSA (Rivest, Shamir, Adleman)</li> <li>DSA (Digital Signature Algorithm)</li> <li>ECDSA (Elliptic Curve Digital Signature Algorithm)</li> </ul> </li> <li>One of the following Hash functions is used in the generation of digital signatures:         <ul> <li>SHA-1 (not valid after 2013)</li> <li>SHA-224</li> <li>SHA-384</li> </ul> </li> </ul>
Wireless Communications	<ul> <li>SHA-512</li> <li>If a wireless access point is installed on the contractor's premises, and devices processing AANDC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:         <ul> <li>The administrator user name and password must be changed from their default values.</li> <li>The network name (SSID) has been changed from its default value.</li> <li>WPA2 encryption with an AES algorithm enabled.</li> </ul> </li> </ul>
AANDC Secure File Exchange	A personally identifiable unique username and password is assigned to the user by AANDC     The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (https://efse-sfee.aadnc-aandc.gc.ca/policy/sfe Acceptable use policy.html)
AANDC Collaboration Service	A personally identifiable unique username and password is assigned to each user by AANDC.

IT Security Requirements	Contract # 20-13-0210 Unclassified				
Fax	Contractor can transmit Protected fax so long as the following require	B Data to AANDC via ments are met:			
	<ul> <li>The sending fax machine contractor's premises</li> </ul>	s is located on the			
	<ul> <li>The sender contacts the re number and advises recipie</li> </ul>	cipient to confirm fax nt of incoming fax			
	<ul> <li>Recipient is present at the receive fax</li> </ul>	fax machine ready to			
	<ul> <li>Sender obtains confirmat receipt</li> </ul>	ion from sender of			

# APPENDIX "G" TASK AUTHORIZATION FORM

Will be provided at contract award.

# ANNEX "A" CERTIFICATE OF INDEPENDENT BID DETERMINATION

1, the und	ersigned, in submitting the accompanying bid or tender (hereinatter bid ) to:
Corp	orate Name of Recipient of this Submission
for:	
1	Name and Number of Bid and Project
in respons	se to the call or request (hereinafter "call") for bids made by:
Name	e of Tendering Authority
do hereby	make the following statements that I certify to be true and complete in every respect:
I certify,	on behalf of:
	Corporate Name of Bidder or Tenderer (hereinafter "Bidder")

that:

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder:
- 4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
- 5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a) has been requested to submit a bid in response to this call for bids;
  - b) could potentially submit a bid in response to this call for bids based on their qualifications, abilities or experience;
- 6. the Bidder discloses that (check one of the following, as applicable):
  - a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

### ANNEX "A"

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a bid; or
  - d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;
- 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

Printed Name and Signature of Aut	thorized Agent of Bidder	
Position Title	Date	

### ANNEX "B"

# FEDERAL CONTRACTOR'S PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

	ρΟ.			an condition a doladit dilati interession							
				rmation on the Federal Contractors Program for Employment Equity visit <u>HRSDC-Labour's</u> <u>www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml</u> ).							
Dat dat				(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing							
Coı	mp	lete	e both	A and B.							
Α. (	Che	eck	only o	one of the following:							
( )	Α	A1. The Bidder certifies having no work force in Canada.									
( )	Α	2.	2. The Bidder certifies being a public sector employer.								
( )	A	3.	<ol> <li>The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act.</u></li> </ol>								
( )	A	4.	(comb	Bidder certifies having a combined work force in Canada of less than 100 employees bined work force includes: permanent full-time, permanent part-time and temporary byees [temporary employees only includes those who have worked 12 weeks or more g a calendar year and who are not full-time students]).							
A5.	Т	he	Bidder	has a combined workforce in Canada of 100 or more employees; and							
OR	`	)	A5.1.	The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.							
OK		)	A5.2.	The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.							
В. (	Che	eck	only c	one of the following:							
( )	В	1.	The E	Bidder is not a Joint Venture.							
OR											
( )	В	P		dder is a Joint Venture and each member of the Joint Venture must provide the Contracting ty with a completed annex Federal Contractors Program for Employment Equity - ation.							

### PRICING SCHEDULE

Bidder must complete and submit as part of their Financial Proposal Annex "C" – The Pricing Schedule. Bidders **MUST** indicate the applicable all-inclusive Firm Lot Price per Medical Assessment (Table (s) 1) and Fixed hourly rates (Table (s) 2) for each Stream he is proposing.

STREAM 1 – Western Canada Firm Lot Price per Medical Assessment and Report

British Columbia, Alberta, Saskatchewan, and Manitoba **Table 1** 

Medi	ical Specialization	Award to March 31, 2015	April 1, 2015 to March 31, 2016	April 1, 2016 to March 31, 2017	First Option Period April 1, 2017 to March 31, 2018	Second Option Period April 1, 2018 to March 31, 2019 E	Third Option Period April 1, 2019 to March 31, 2020 F	AVERAGE OF FIRM LOT PRICE $G = [(A+B+C+D+$
		11					1	E+F/6]
1	Otolaryngology							
	(ENT)							
2	Orthopedics							
3	Neurology							
4	Ophthalmology							
	/Retina Macular							
5	Rheumatology							
6	Colorectal							
7	Gynecology							
8	Urology							
9	Physiatrist							
10	Plastic Surgery							
11	Occupational							
	Medicine							
12	Rehabilitation							
	Medicine							
	Total (G- average Fire	m Lot Price)	1	1		1	1	1
	Total evaluated price [G(total Firm Lot Pri							

### PRICING SCHEDULE

STREAM 1 – Western Canada Fixed Hourly Rate

British Columbia, Alberta, Saskatchewan, and Manitoba

Table 2

Medi	cal Specialization	Award to March 31, 2015	April 1, 2015 to March 31, 2016	April 1, 2016 to March 31, 2017	First Option Period April 1, 2017 to March 31, 2018 D	Second Option Period April 1, 2018 to March 31, 2019 E	Third Option Period April 1, 2019 to March 31, 2020 F	AVERAGE OF FIXED HOURLY RATE $G = [(A+B+C+D+$
								E+F/6]
1	Otolaryngology							
	(ENT)							
2	Orthopedics							
3	Neurology							
4	Ophthalmology							
	/Retina Macular							
5	Rheumatology							
6	Colorectal							
7	Gynecology							
8	Urology							
9	Physiatrist							
10	Plastic Surgery							
11	Occupational							
	Medicine							
12	Rehabilitation							
	Medicine							
	Total (G- (total fixed h	ourly rates)	1	1		<u> </u>	<u> </u>	ı
	Total evaluated price for Stream 1 [G(total fixed hourly rates)/12]							

Total evaluated price for Stream 1 - Western Canada (Table 1 + Table 2) = \$\_\_\_\_\_

### PRICING SCHEDULE

STREAM 2 – Eastern Canada
Firm Lot Price per Medical Assessment and Report

British Columbia, Alberta, Saskatchewan, and Manitoba

Table 1

Medi	cal Specialization	Award to March 31, 2015	April 1, 2015 to March 31, 2016	April 1, 2016 to March 31, 2017	Period April 1, 2017	Second Option Period April 1, 2018 to March 31, 2019 E	Third Option Period April 1, 2019 to March 31, 2020 F	AVERAGE OF FIRM LOT PRICE $G = [(A+B+C+D+E+F/6]]$
1	Otolaryngology							
	(ENT)							
2	Orthopedics							
3	Neurology							
4	Ophthalmology							
	/Retina Macular							
5	Rheumatology							
6	Colorectal							
7	Gynecology							
8	Urology							
9	Physiatrist							
10	Plastic Surgery							
11	Occupational							
	Medicine							
12	Rehabilitation							
	Medicine							
	Total (G- average Firm	n Lot Price)	1	1		<u>I</u>	L	<u>I</u>
	Total evaluated price for Stream 2 [G(total Firm Lot Price)/12]							

### PRICING SCHEDULE

STREAM 2 – Eastern Canada Fixed Hourly Rates

Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, Prince Edward Island and New Brunswick and Iqaluit

### Table 2

Medi	cal Specialization	Award to March 31, 2015	April 1, 2015 to March 31, 2016	April 1, 2016 to March 31, 2017	Second Option Period April 1, 2018 to March 31, 2019 E	Third Option Period April 1, 2019 to March 31, 2020 F	AVERAGE OF FIXED HOURLY RATES G = [(A+B+C+D+
1	Otolaryngology						E+F/6]
	(ENT)						
2	Orthopedics						
3	Neurology						
4	Ophthalmology						
	/Retina Macular						
5	Rheumatology						
6	Colorectal						
7	Gynecology						
8	Urology						
9	Physiatrist						
10	Plastic Surgery						
11	Occupational						
	Medicine						
12	Rehabilitation						
	Medicine						
	Total (G- average Fixe	d Hourly Rat	re)	<u>l</u>	l	l	l
	Total evaluated price f [G(total Fixed Hourly						

Total evaluated price for Stream 2 - Eastern Canada (Table 1 + Table 2) = \$\_\_\_\_\_

### PRICING SCHEDULE

STREAM 3 – Northern Canada Firm Lot Price per Medical Assessment and Report

Yukon, Northwest Territories and Nunavut

### Table 1

Medic	al Specialization	Award to March 31, 2015	April 1, 2015 to March 31, 2016	April 1, 2016 to March 31, 2017	Period	Second Option Period April 1, 2018 to March 31, 2019 E	Third Option Period April 1, 2019 to March 31, 2020 F	AVERAGE OF FIRM LOT PRICE $G = [(A+B+C+D+E+F/6]]$
1	Otolaryngology							
	(ENT)							
2	Orthopedics							
3	Neurology							
4	Ophthalmology							
	/Retina Macular							
5	Rheumatology							
6	Colorectal							
7	Gynecology							
8	Urology							
9	Physiatrist							
10	Plastic Surgery							
11	Occupational							
	Medicine							
12	Rehabilitation							
	Medicine							
	Total (G- average Firm Lot Price)					L	L	L
	Total evaluated price for Stream 3 [G(total Firm Lot Price)/12]							

### PRICING SCHEDULE

STREAM 3 – Northern Canada Fixed Hourly Rates

Yukon, Northwest Territories and Nunavut

Table 2

					Table 2			
Medi	cal Specialization	Award to March 31, 2015	April 1, 2015 to March 31, 2016	April 1, 2016 to March 31, 2017	First Option Period April 1, 2017 to March 31, 2018 D	Second Option Period April 1, 2018 to March 31, 2019 E	Third Option Period April 1, 2019 to March 31, 2020 F	AVERAGE OF FIXED HOURLY RATES $G = [(A+B+C+D+E+F/6]]$
1	Otolaryngology							
	(ENT)							
2	Orthopedics							
3	Neurology							
4	Ophthalmology							
	/Retina Macular							
5	Rheumatology							
6	Colorectal							
7	Gynecology							
8	Urology							
9	Physiatrist							
10	Plastic Surgery							
11	Occupational							
	Medicine							
12	Rehabilitation							
	Medicine							
	Total (G- average Fix	ed Hourly Ra	te)	1		l .	l .	I.
	Total evaluated price for Stream 3 [G(total Fixed Hourly Rate)/12]							

Total evaluated price for Stream 3 - Northern Canada (Table 1 + Table 2) = \$\_\_\_\_\_

### ANNEX "D"

### SUGGESTED RESPONSE TEMPLATE

Medical Assessment provided in STREAM 1: Western Canada (British Columbia, Alberta, Saskatchewan and Manitoba) (at least 100)

Medical Specialization	<b>Medical Specialist Name</b>	Date of the Medical
•	•	Assessment
		-
		+

Summary of Stream 1 - Western Canada							
Number of assessment by medical specialization							
Otolaryngology (ENT)							
Orthopedics							
Neurology							
Ophthalmology / Retina							
Macular							
Rheumatology							
Colorectal							
Gynecology							
Urology							
Physiatrist							
Plastic Surgery							
Occupational Medicine							
Rehabilitation Medicine							
<b>Total number of Assessment</b>							

### ANNEX "D"

### SUGGESTED RESPONSE TEMPLATE

Medical Assessment provided in STREAM 2: Eastern Canada (Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, New Brunswick, Prince Edward Island and Igaluit) (at least 100)

Medical Specialization	Medical Specialist Name	<b>Date of the Medical</b>	
		Assessment	

Summary of Stream 2 - Eastern Canada				
Number of assessment by medical specialization				
Otolaryngology (ENT)				
Orthopedics				
Neurology				
Ophthalmology / Retina				
Macular				
Rheumatology				
Colorectal				
Gynecology				
Urology				
Physiatrist				
Plastic Surgery				
Occupational Medicine				
Rehabilitation Medicine				
<b>Total number of Assessment</b>				

### ANNEX "D"

### SUGGESTED RESPONSE TEMPLATE

Medical Assessment provided in STREAM 3: Northern Canada (Yukon, Northwest Territories and Nunavut (except Iqaluit) (at least 20)

Medical Specialization	<b>Medical Specialist Name</b>	Date of the Medical
		Assessment

Summary of Stream 3 – Northern Canada			
Number of assessment by medical specialization			
Otolaryngology (ENT)			
Orthopedics			
Neurology			
Ophthalmology / Retina			
Macular			
Rheumatology			
Colorectal			
Gynecology			
Urology			
Physiatrist			
Plastic Surgery			
Occupational Medicine			
Rehabilitation Medicine			
<b>Total number of Assessment</b>			