RETURN BIDS TO: Title - Suiet ISC/SAC - Respiratory Therapist Services/ Services de Thérapeute respiratoire RETOURNER LES Solicitation No. - N° de l'invitation Date SOUMISSIONS A: September 18, 2019 1000210910 Client Reference No. - N° référence du client aadnc.soumissionbid.aandc@canada.ca N/A GETS Reference No. - N° de reference de SEAG PW-19-00889718 File No. - N° de dossier CCC No. / N° CCC - FMS No. / N° VME N/A N/A Time Zone REQUEST FOR PROPOSAL **DEMANDE DE PROPOSITION** Fuseau horaire Solicitation Closes - L'invitation prend fin Eastern Standard at - à 02:00 PM Time EST Proposal To: Indigenous Services Canada on - le October 28, 2019 F.O.B. - F.A.B. We hereby offer to sell to Her Majesty the Queen in Destination: Plant-Usine: Other-Autre: right of Canada, in accordance with the terms and Address Inquiries to : - Adresser toutes questions à: Buyer Id - Id de l'acheteur conditions set out herein, referred to herein or jeandamascene.gasake@canada.ca attached hereto, the goods, services, and construction FAX No. - N° de FAX Telephone No. - N° de téléphone : listed herein and on any attached sheets at the 819-934-6301 price(s) set out thereof. Destination - of Goods, Services, and Construction: Destination - des biens, services et construction : Proposition aux: Services aux Autochtones Canada NCR/RCN Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s). Instructions: See Herein Instructions: Voir aux présentes **Comments - Commentaires** This document contains Security Requirements -Ce document contient des exigences relatives à la sécurité Delivery required - Livraison exigée Delivered Offered - Livraison proposée Vendor/Firm Name and address Vendor/firm Name and address Raison sociale et adresse du Raison sociale et adresse du fournisseur/de l'entrepreneur fournisseur/de l'entrepreneur Issuing Office - Bureau de distribution Indigenous Services Canada/ Services Facsimile No. - N° de télécopieur Autochtones Canada Telephone No. - N° de téléphone Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature

Date

TABLE OF CONTENTS

PART	1 - GENERAL INFORMATION	2
1.1	Introduction	
1.2	SECURITY REQUIREMENTS	
1.3	STATEMENT OF WORK	
1.4	Debriefings	
PART	2 - BIDDER INSTRUCTIONS	3
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2	SUBMISSION OF BIDS	
2.3	FORMER PUBLIC SERVANT	
2.4	ENQUIRIES - BID SOLICITATION	
2.5	APPLICABLE LAWS	
PART	3 - BID PREPARATION INSTRUCTIONS	6
3.1	BID PREPARATION INSTRUCTIONS	6
ATTAC	CHMENT 1 TO PART 3, PRICING SCHEDULE	7
	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	
4.1	EVALUATION PROCEDURES	8
4.2	Basis of Selection	
ATTAC	CHMENT 1 TO PART 4, TECHNICAL EVALUATION CRITERIA	10
PART	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	14
5.1	CERTIFICATIONS REQUIRED WITH THE BID	14
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	14
PART	6 - RESULTING CONTRACT CLAUSES	16
6.1	SECURITY REQUIREMENTS	16
6.2	STATEMENT OF WORK	
6.3	STANDARD CLAUSES AND CONDITIONS	
6.4	TERM OF CONTRACT	
6.5	AUTHORITIESProactive Disclosure of Contracts with Former Public Servants	
6.6 6.7	PAYMENTPAYMENT	
6.8	INVOICING INSTRUCTIONS	
6.9	CERTIFICATIONS AND ADDITIONAL INFORMATION	
6.10		
6.11		
6.12	SACC MANUAL CLAUSES	20
ANN	EX "A": STATEMENT OF WORK	21
	EX "B": BASIS OF PAYMENT	
ANN	EX "C": SECURITY REQUIREMENTS CHECK LIST	26

PART 1 - GENERAL INFORMATION

1.1 Introduction

The intent of this RFP is to award up to two (2) contracts for **Registered Respiratory Therapist** (**Consultative**) **Services** on an as and when requested basis. The estimated level of yearly effort is 320 hours, to be divided equally among the respective winning vendors. The initial contract period is 3 years from contract award, with up to two (2) additional one (1) year option periods.

1.2 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6
 Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. **Bidders are reminded to obtain the required security clearance promptly.** Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.3 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

1.4 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> 2019-03-04 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

Bids must be submitted electronically only to Indigenous Services Canada (ISC) by the date, time and e-mail address indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by any other means to ISC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of

various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid electronically in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, **must not exceed 10 megabytes (MB)**. It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.

Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes extra.

Section III: Certifications

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

3.1.1 Electronic Payment of Invoices – Bid

The method of invoice payment by Indigenous Services Canada (ISC) is by direct deposit to the Contractor's financial institution of choice.

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all inclusive fixed hourly rate (in Can \$) for one (1) resource.

1.0 Professional Fees

Initial Contract Period: From contract award Date to March 31, 2022			
Name (s) of the Bidder's proposed resource (s)	Hourly Rate for One (1) Resource	Estimated number of hours	Total
	\$	960	\$
(A) Total Price for Initial Contract Period:			\$

Option to Extend the Term of the Contract

Option Period 1: From April 1, 2022 to March 31, 2023			
Name (s) of the Bidder's proposed resource (s)	Hourly Rate for One (1) Resource	Estimated number of hours	Total
	\$	320	<i>⇔</i>
(B) Total Price for Option Period 1: \$			

Option Period 2: From April 1, 2023 to March 31, 2024			
Name (s) of the Bidder's proposed resource (s)	Hourly Rate for One (1) Resource	Estimated number of hours	Total
	\$	320	\$
(C) Total Price for Option Period 2:			\$

^{*}For evaluation purposes only TOTAL BID PRICE: A+B+C=\$.....(Taxes extra)

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

The Bidder must provide a minimum of one (1) resource, and may provide up to a maximum of three (3) resources. All provided resources MUST meet all of the mandatory criteria and achieve the minimum pass mark of 60% for point rated criteria, for the resource to be considered compliant. Should multiple resources be provided, their rated scores will be combined and averaged.

4.1.1.1 Mandatory Technical Criteria

Refer to attachment 1 part 4

4.1.1.2 Point Rated Technical Criteria

Refer to attachment 1 part 4

Financial Evaluation

SACC Manual Clause A0220T 2014-06-26 Evaluation of Price

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 27 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 45 points.

- 2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
Calculations	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rat	ting	84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

ATTACHMENT 1 to PART 4, TECHNICAL EVALUATION CRITERIA

	Mandatory Requirement		
	ion Bidders: Write beside each of the criteria the relevant page number(s) from proposal which addresses the requirement identified in the criteria.	Page#	Yes/No
M1	Licensing with Membership in Good Standing		
	Each of the bidder's proposed resource must demonstrate through provision of documentation that they comply with the following requirement:		
	 Respiratory Therapist with current registration with their respective provincial regulatory body, with Registered Respiratory Therapist (RRT) credentials. 		
M2	Years of Clinical Experience		
	Each of the bidder's proposed resource must have a minimum of sixty (60) months clinical experience working full-time, or an equivalent number of hours in part-time, as a Respiratory Therapist in the last one hundred and twenty (120) months outlining for each relevant experience at a minimum:		
	a) the location in which the work was done;b) the Project Authority or contact name, address, phone number and if available their e-mail address;c) start and end date of the work experience; andd) brief description of the work and the clientele served.		
М3	Recommendation Experience		
	Each of the bidder's proposed resource must have a minimum of twelve (12) months clinical experience assessing, reviewing, evaluating, and formulating recommendations on requests while working full-time, or an equivalent number of hours in part-time, as a Respiratory Therapist in the last sixty (60) months, outlining for each relevant experience at a minimum:		
	a) the location in which the work was done;b) the Project Authority or contact name, address, phone number and if available their e-mail address;c) start and end date of the work experience; andd) brief description of the recommendations made.		

Only proposals that meet ALL of the mandatory requirements above M1-M3 will be considered compliant and will be evaluated by the evaluation team based on the rated criteria.

	Point Rated Technical Criteria			
num	ntion Bidders: Write beside each of the criteria the relevant page ber(s) from your proposal which addresses the requirement tified in the criteria.	Page #	Max Points	Comments
R1	Additional Clinical Experience		/6	
	Each of the bidder's proposed resource as a Respiratory Therapist should have more clinical experience than that identified in support of			

	the sixty (60) months identified in the Mandatory Criteria (M2), as a minimum identifying for each relevant experience:		
	a) the location in which the work was done;b) the Project Authority or contact name, address, phone number and		
	if available their e-mail address; c) start and end date of the work experience; and d) brief description of the type of work and the clientele served.		
	One (1) point will be allotted for every additional year for up to a		
R2	maximum of six (6) points Age Category of clients	/6	
NZ	Age Category of Chefts	70	
	Each of the bidder's proposed resource as an Respiratory Therapist should have clinical experience with different age categories of clients (child, adult, senior), outlining as a minimum:		
	a) the location in which the work was done;b) the Project Authority or contact name, address, phone number and if available their e-mail address;c) start and end date of the work experience; and		
	d) brief description of the type of work and the clientele served.		
	Age category scale: Senior: (over 65 years)		
	Adult: (18 to 65 years)		
	Child (under 18 years)		
	Scoring: Two (2) points will be allotted for each different age category of client up to a maximum of six (6) points		
R3	Types of Care Provided	/5	
	Each of the bidder's proposed resource as a Respiratory Therapist should have a variety of clinical experience providing different types of care, such as long term oxygen therapy, positive pressure therapy, home invasive and non-invasive ventilation, care of secretion management, and tracheostomy care outlining as a minimum:		
	 a) the location in which the work was done; b) the Project Authority or contact name, address, phone number and if available their e-mail address; c) start and end date of the work experience; d) brief description of the type of care and respiratory device or oxygen therapy provided. 		
	One (1) point will be allotted for each type of care provided to a maximum of five (5) points.		
R4	Writing Reports in English and French	/6	
	Each of the bidder's proposed resource as a Respiratory Therapist should have experience assessing cases and writing reports in English and in both of the official languages for contracts or employment terms of a minimum of six (6) months in duration, outlining at a minimum:		

 a) the location in which the work was done; b) the Project Authority or contact name, address, phone number and if available their e-mail address; c) start and end date of the work experience; d) brief description of the work and what language was used. 	
Three (3) points will be allotted when the proposed resource has written reports in English, or six (6) points will be allotted when the	
proposed resource has written reports in English and French, to a maximum of six (6) points.	
R5 Experience developing policy guidelines	/5
Each of the bidder's proposed resource as a Respiratory Therapist should have experience assisting in the drafting, or developing, or writing of policy guidelines similar to those used to guide the NIHB Program, outlining at a minimum:	
a) the location in which the work was done;b) the Project Authority or contact name, address, phone number and if available their e-mail address;	
c) start and end date of the work experience;d) a brief description of the type of policy guidelines developed.	
One (1) point will be allotted for each guideline to a maximum of five (5) points	
R6 Experience collaborating with other health professionals, such as physicians and service providers on behalf of clients	/6
Each of the bidder's proposed resource as a Respiratory Therapist should have experience collaborating with other health professionals, such as physicians, nurses, occupational therapists, or with other service providers on behalf of clients, outlining at a minimum:	
a) the location in which the work was done;b) the Service Provider or contact name, address, phone number and if available their e-mail address;	
c) start and end date of the work experience; andd) a brief description of the type of work and the other professionals with whom you collaborated.	
One (1) point will be allotted for every consecutive six (6) months experience to a maximum of six (6) points.	
R7 Letters attesting to a variety of work experience	/2
Each of the bidder's proposed resource as a Respiratory Therapist should provide up to two (2) letters from present or previous employers attesting that the proposed resource worked in the last five (5) years as a Respiratory Therapist.	
One (1) point will be allotted for each letter provided up to a maximum of two (2) points.	
R8 Clinical experience working with First Nations, Indigenous and Northern Peoples of Canada	/1
Each of the bidder's proposed resource as a Respiratory Therapist should have recent clinical experience within last sixty (60) months	

	working with the First Nations and/or Inuit peoples of Canada, as a minimum identifying:		
	 a) the location in which the work was done; b) the Service Provider or contact name, address, phone number and if available their e-mail address; c) start and end date of the work experience; and d) brief description of the type of work and the clientele served. 		
	One (1) point will be allotted for experience working with First Nations and/or Inuit peoples of Canada.		
R9	Experience with Other Canadian programs who fund Respiratory/Oxygen Benefits (other than the NIHB Program)	/5	
	Each of the bidder's proposed resource as a Respiratory Therapist should have experience (such as completing assessments for funding, submitting funding requests, or working as a vendor) with different provincial, territorial, or non-profit programs who fund Respiratory/Oxygen benefits in Canada, outlining at a minimum:		
	a) the province or territory involved;b) the name of the other program; andc) a brief explanation as to how the resource obtained the experience.		
	One (1) point for each program for up to a maximum of five (5) points.		
R10	Certified Respiratory Educator	/3	
	Each of the bidder's proposed resource as a Respiratory Therapist should have obtained the certification of a Certified Respiratory Educator (CRE) with a copy of the certificate attached.		
	Three (3) points will be allotted for the Certification.		
TOTA	AL MAXIMUM AVAILABLE POINTS	/45	
MININ	MUM PASS MARK 60% (27 points / 45 total points)	I	1
	(

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

Page 14 of - de 26

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

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

5.2.3.2 Education and Experience

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract:

Pursuant to the Policy on Government Security, the nature of the services to be provided under the Contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and sub-contractors to be assigned to conduct the work.

Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must EACH, hold a valid Security Screening at the level of **Reliability Status**.

The Contractor and its 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 written permission of the security in contracting team of the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) or Indigenous Services Canada (ISC). After authorization has been granted, these tasks may be performed up to the level of **Protected B**.

The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information. The GoC will provide the Contractor with the necessary IT equipment/systems required to process, produce or store any sensitive information. Including an IT Link to the Department's network and IT Systems for access to and/or transmission of information up to Protected B.

Subcontracts are not to be awarded without the prior written permission from the security in contracting team of CIRNAC/ISC

Any substitute or alternate resource proposed for this contract:

- a. must be approved by the Departmental Representative; and
- b. must hold a valid GOC Security Screening at the level **Reliability Status** before gaining access to designated information or assets.

Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.

This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work be suspended or revoked, the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.

The Contractor must comply with the provisions of the:

- a. Security Requirements attached as Annex C; and
- b. Policy Government Security (Latest Edition)

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

<u>2010B</u> 2018-06-21 General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Indigenous Services Canada (ISC); and
- b) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

c) Section 10, Subsection 2, paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)"

Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)"

6.4 Term of Contract

6.4.1 Period of the Contract

The Initial Contract Period is from date of Contract Award to March 31st, 2022 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jean-Damascene Gasake

Title: Senior Procurement and Contracting Officer

Indigenous Services Canada

Materiel and Assets Management Directorate

Address: 10 Wellington Street, Gatineau, QC, K1A0H4

Telephone: 819-934-6301

E-mail address: <u>jeandamascene.gasake@canada.ca</u>

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

6.5.2 Project Authority

ino i roject Auti	ionty for the contract is:
Name: <i>(TB com</i> Fitle:	pleted upon contract award) -
Organization: Address:	
Telephone: Facsimile: E-mail address:	

The Project Authority for the Contract is:

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

6.5.3 Contractor's Representative

Name: (TB com	pleted upon contract award)
Γitle:	_
Organization:	
Address:	
Гelephone:	
acsimile:	
E-mail address:	

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

6.7.2 Limitation of Expenditure

- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.7.3 Method of Payment – Monthly Payment

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

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

6.7.4 Electronic Payment of Invoices – Contract

The method of invoice payment by Indigenous Services Canada (ISC) is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Indigenous Services Canada Electronic Payment Request form (https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545 1362495227097 eng.pdf), and submit the form to the address provided.

6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information

are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010 B (2018-06-21)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated:

6.12 SACC Manual Clauses

Personal Information 4008 (2008-12-12)

ANNEX "A": STATEMENT OF WORK

1. Title: Registered Respiratory Therapist Services

Registered Respiratory Therapist Services consultant in support of the Non-Insured Health Benefit (NIHB) Program for the Medical Supplies and Equipment (MSE) Review Centre of Benefit Management Review Services Division (BMRSD).

2. Terminology

FNIHB First Nations and Inuit Health Branch ISC Indigenous Services Canada

MSE Review Centre Medical Supplies and Equipment Review Centre

NIHB Program Non-Insured Health Benefits Program

RFP Request for Proposal SOW Statement of Work VPN Virtual Private Network

RRT Registered Respiratory Therapist

CSRT Canadian Society of Respiratory Therapists

Business Day: reference to business day(s) is interpreted as the days between and including Monday through Friday (and do not include statutory holidays and weekends).

3. Objective

The Non-Insured Health Benefits (NIHB) Program of the First Nations and Inuit Health Branch (FNIHB) of Indigenous Services Canada (ISC) requires the services of one (1) to three (3) Canadian Registered Respiratory Therapist per contract on an "as and when required" basis to evaluate requests for oxygen and respiratory equipment and supplies in support of the NIHB Medical Supply and Equipment Review Centre.

4. Background

- 4.1 Indigenous Services Canada's Non-Insured Health Benefits (NIHB) Program provides a specified range of medically necessary health-related goods and services to approximately 873,000 eligible registered First Nations and recognized Inuit, when these goods and services are not already provided through private insurance plans, provincial or territorial health and social programs, or other publicly funded programs.
- 4.2 The objectives of the NIHB Program are to provide benefits to registered First Nations and recognized Inuit in a manner that:
 - a) is suitable to their unique health needs;
 - b) helps eligible First Nations and Inuit to reach an overall health status that is comparable to other Canadians;
 - c) is cost effective; and
 - d) will maintain and improve health, prevent disease and assist in detecting and managing illnesses, injuries, or disabilities.
- 4.3 The NIHB Program operates according to a number of guiding principles:
 - a) All registered First Nations and recognized Inuit individuals who are normally residents of Canada, and not otherwise covered under a separate agreement with federal, provincial or territorial governments, are eligible for NIHB, regardless of location in Canada or income level;
 - b) Benefits are based on the judgment of recognized medical professionals, consistent with the best practices of health services delivery and evidence-based standards of care;

- There is national consistency of mandatory benefits, equitable access and portability of benefits and services;
- d) The NIHB Program is to be managed in a sustainable and cost-effective manner;
- e) Management processes will involve transparency and joint review structures whenever agreed to with First Nations and Inuit organizations; and
- f) In cases where a benefit is covered under another health care plan, the NIHB Program will act to coordinate payment in order to help ensure that the other plan meets its obligations and the client is not denied service.
- 4.4 In terms of this specific requirement, Medical Supplies and Equipment (MSE) Review Centre of the Benefit Management and Review Services Division does not have staff with the expert knowledge in the field of oxygen and respiratory equipment, nor the knowledge of the large assortment of devices, their use, costs, possible alternatives on the market and reasonable replacement periods. As a consequence, MSE has previously contracted with a number of different Registered Respiratory Therapist to evaluate requests for oxygen and respiratory equipment and supplies in support of the NIHB Medical Supply and Equipment Review Centre.

5. Scope

The Contractor will provide recommendations within a specific deadline for the approval or denial of cases, provide professional advices with regard to specific cases to the NIHB Program, and provide advice on the development of Program guidelines for NIHB staff on an "as requested" basis.

6. Tasks

The Contractor must execute the following tasks, but not limited to:

- 6.1 Review applications requesting funding for oxygen and respiratory equipment and supplies; the written case review report must include
 - a) an assessment based on diagnosis;
 - b) an explanation on how the client's medical condition qualifies the client for coverage according to the NIHB coverage criteria for that benefit item;
 - c) appropriateness of providers cost estimate; and
 - d) recommendations, if deemed necessary, on possible available alternatives to meet the NIHB client needs:
 - e) any other elements, upon requested by the Project Authority.
- 6.2 Conduct researches and assist with the development of NIHB regional guidelines and policies as required.
- 6.3 Provide professional advice on issues and/or responses to technical medical questions.

The time constraints are dictated by the urgency of each situation which presents itself. In certain situations, same day responses may be required. This may require the Contractor to contact service providers or prescribers to discuss client needs as identified by the MSE Review Centre.

- 6.4 Follow all applicable NIHB policies, procedures, guidelines and templates as provided by NIHB management for the Program.
- 6.5 Ensure confidentiality of information to protect physician/patient relationships and follow the Privacy Code used by ISC for the confidentiality of information.

- 6.6 Ensure security and working dispositions such as:
 - a) Store of all client files in a secure area, under lock and accessed only by the Contractor's resource working for the NIHB Program, if necessary;
 - disposition of the files when no longer are required must be done under supervision, by permission of the Project Authority, NIHB MSE Review Centre and according to accepted practices, such as shredding or incineration unless otherwise advised by the Project Authority;
 - c) Internet access for e-mail transmissions; and
 - d) Management of patient digital records or correspondence with the NIHB Program must be done only through ISC WebOffice environment or secure VPN (for use of MS Outlook email system and Novell file management).
- 6.7 Provide professional advice for other related NIHB MSE Program initiatives, upon request by the Project Authority.

7 Reference documents

ISC will make available within the first week of the Contract award the following documents:

- a) NIHB Directives and Guidelines relating to the applicable programs;
- b) NIHB Policy Interpretations;
- c) NIHB Privacy Policy;
- d) Administrative Procedures;
- e) Reporting form; and
- f) Invoice form

8 Location of the work

The work is expected to be performed at the Contractor's site.

9 Language of the work

The work will be completed in English for a unilingual resource, and will be completed in English or French for a bilingual resource.

10 Travel

No travel will be required.

11 Constraints

- 11.1 The MSE Review Centre requires that all requests for oxygen and respiratory equipment and supplies be evaluated by the Contractor within three (3) business days for regular review and one (1) business day for urgent reviews.
- 11.2 In addition, to ensure timely delivery of the services to NIHB, the Contractor must:
 - a) be available to respond to NIHB demands for case reviews or other related work;

- b) be available during normal working hours to contact service provider(s) or prescribers to discuss client needs upon the request from the MSE Review Centre Representative within the time lines identified at the time the request is made;
- be able to respond to NIHB requests, in writing, by e-mail transmissions, and occasionally by telephone, within the restricted time period (section 11.1); and
- d) The Contractor will provide two (2) weeks' written notice to the Project Authority of any anticipated absence of more than three (3) business days.

12 Support provided by Canada

- 12.1 The Project Authority will provide the following:
 - a) assistance, support or feedback in a timely manner as required;
 - b) a Government of Canada issued laptop with departmental imaging/setup;
 - c) an ISC Microsoft Outlook email account:
 - d) limited network access to ISC through web office or Virtual Privy Network (VPN) connection access.
 - e) any other relevant information to support the review of the request.
- 12.2 The MSE Review Centre reviewer will review and accept or reject the completed recommendation form submitted by the Contractor to ensure that the recommendation is in compliance with Program Policy. The decision to accept revise, or reject the recommendation from the Contractor rests solely with the Project Authority.
- 12.3 The Project Authority will monitor and evaluate (to the satisfaction of the Project Authority) the Contractor's Registered Respiratory Therapist professional advice and recommendations for consistency of application to the NIHB Program criteria and guidelines.

13 Meetings

The Project Authority may provide upon the commencement of the Contract up to a half day teleconference with each of the Contractors to familiarize the Contractors' resources with the current workload and types of files that will need to be reviewed.

Additional meetings may be requested (via teleconference) throughout the duration of the contract by the Project Authority and upon a mutually agreed date and time with the Contractor resource(s).

14 Deliverables

The Contractor's Registered Respiratory Therapist will complete and submit in writing one (1) copy of their recommendation to the Project Authority on the Consultant Recommendation form provided by the NIHB MSE Review Centre. The form is expected to be completed in the original submitted language. The recommendation is to be submitted within three (3) business days of issuance of the request for regular review and one (1) business day for urgent review.

ANNEX "B": BASIS OF PAYMENT

(TO BE INSERTED UPON CONTRACT AWARD)

ANNEX "C": SECURITY REQUIREMENTS CHECK LIST

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