RETURN BIDS TO :	Title – Sujet		
	SAC/ISC - Orthotist Consultative Services Solicitation No. – N° de l'invitation Date		
RETOURNER LES	Solicitation No. – N° de l'invitation		
SOUMISSIONS À:	1000210954 September 24, 2019		
	Client Reference No. – N° référence du client		
aadnc.soumissionbid.aandc@canada.ca	N/A		
	GETS Reference No. – N° de refer	ence de SEAG	
	PW-19-00890175		
	File No. – N° de dossier	CCC No. / N° CCC - F	FMS No. / N° VME
	N/A	N/A	
REQUEST FOR PROPOSAL			Time Zone
DEMANDE DE PROPOSITION	Solicitation Closes – L'invitat	ion prend fin	Fuseau horaire Eastern Standard
DEMIANDE DE PROPOSITION	at – à 02 :00 PM		Time EST
Proposal To: Indigenous Services Canada	on – le November 4, 2019		
	F.O.B F.A.B.		I
We hereby offer to sell to Her Majesty the Queen in	Plant-Usine: Destination:	☐ Other-Autre: □	
right of Canada, in accordance with the terms and	Address Inquiries to : - Adresser		Buyer Id – Id de l'acheteur
conditions set out herein, referred to herein or	vanessa.demers-lamothe@canada	-	DV1
attached hereto, the goods, services, and construction	Telephone No. – N° de téléphone		FAX No. – N° de FAX
listed herein and on any attached sheets at the	819-953-8129	•	N/A
price(s) set out thereof.	Destination – of Goods, Services,	and Construction:	
Proposition aux: Services aux	Destination - des biens, services		
Autochtones Canada			
Autochtones Ganada			
Nous offrons par la présente de vendre à Sa Majesté	NCR/RCN		
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 préser	ites	
Comments - Commentaires	Delivery required - Livraison exi		ed – Livraison proposée
		<b>J</b>	
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Security			
Requirement			
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fournisseur/de l'entrepreneur	Facsimile No. – N° de télécopieu		
	Telephone No. – N° de téléphon		
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	(type or print)-		du fournissour/do
	Nom et titre de la personne auto l'entrepreneur (taper ou écrire e		
Issuing Office – Bureau de distribution			
Indigenous Services Canada/ Services aux			
Autochtones Canada			
	Signature		Date

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## PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

The intent of this RFP is to award up to two (2) contracts for Orthotist Consultative Services on an as and when required basis. The estimated level of yearly effort is 444 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:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work 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</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/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: 90 days

#### 2.2 Submission of Bids

Bids must be submitted electronically only to Indigenous Services Canada (ISC) by the date, time and email 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u> <u>Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament</u> <u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, 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:

name of former public servant;

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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

#### **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 accordance with the Basis of Payment.

#### 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.

## 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. Should multiple resources be provided, those who are deemed compliant with the mandatory criteria and achieve 60% or higher within the rated criteria will have their scores combined and averaged.

## 4.1.1.1 Mandatory Technical Criteria

	Mandatory Criteria			
relev	<b>Instructions to Bidders:</b> The Bidder should write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.			No
M1	Licensing with Membership in Good Standing			
	The bidder's proposed resource must demonstrate through provision of documentation that they comply with the following requirement:			
	• Orthotist must have Canadian Board for the Certification of Prosthetists and Orthotists (CBCPO) certification with Orthotics Prosthetics Canada, as a Certified Orthotist (CO(c)) or Certified Prosthetist Orthotist (CPO(c)),			
	OR			
	<ul> <li>in Quebec only, orthotist must be a 'technicien en orthèses et prothèses' (TOP) certified by the Canadian Board for the Certification of Prosthetists and Orthotists (CBCPO) or by l'Ordre des technologues professionnels du Québec (OTPQ).</li> </ul>			
M2	Years of Clinical Experience			
	The bidder's proposed resource must have a minimum of sixty (60) months clinical experience working full-time, or an equivalent number of hours part-time, <u>as</u> an Orthotist in the last one hundred and twenty (120) months outlining for each relevant experience at a minimum the following information:			
	<ul><li>a) the location in which the work was done;</li><li>b) the Project Authority or contact name, address, phone number and if</li></ul>			

	available their e-mail address; c) start and end date of the work experience; and d) brief description of the work and the clientele served.		
М3	Recommendation Experience		
	The bidder's proposed resource must have a minimum of twelve (12) months clinical experience assessing, reviewing, evaluating and formulating recommendations for orthotic related medical supplies and equipment for clients while working full-time, or the equivalent number of hours part-time, as an Orthotist in the last sixty (60) months, outlining for each relevant experience at a minimum the following information: 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 recommendations made.		

# 4.1.1.2 Point Rated Technical Criteria

	Point Rated Criteria	1			
the c	ructions to Bidders: The Bidder should write beside each of criteria the relevant page number(s) from your proposal which esses the requirement identified in the criteria.	Page #	Max Points	Points allocated	Comments
R1	Additional Clinical Experience		6		
	The bidder's proposed resource as Orthotist should have clinical experience above what stated in the Mandatory Criteria (M2) and, outlining for each relevant experience at a minimum the following information:				
	<ul> <li>a) the location in which the work was done;</li> <li>b) the Project Authority or contact name, address, phone number and if available their e-mail address;</li> <li>c) start and end date of the work experience; and</li> <li>d) brief description of the type of work and the clientele served.</li> </ul>				
	Scoring: One (1) point will be allotted for every additional cumulative 12 months of clinical experience above those described in M2 for up to a maximum of six (6) points.				
R2	Age Category of clients		6		
	The bidder's proposed resource as an Orthotist should have clinical experience with different age categories of clients (child, adult, senior), outlining as a minimum the following information:				

		1	-	
	<ul> <li>a) the location in which the work was done;</li> <li>b) the Project Authority or contact name, address, phone number and if available their e-mail address;</li> <li>c) start and end date of the work experience; and</li> <li>d) brief description of the type of work and the clientele served.</li> </ul>			
	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		
	The bidder's proposed resource as an Orthotist should have a variety of clinical experience providing different types of care, such as care of clients with diabetes, stroke, amputation, arthritis, developmental disability, or musculoskeletal injury, requiring orthotics to feet, lower extremities, upper extremities, neck, or torso outlining as a minimum the following information:			
	<ul> <li>a) the location in which the work was done;</li> <li>b) the Project Authority or contact name, address, phone number and if available their e-mail address;</li> <li>c) start and end date of the work experience;</li> <li>d) brief description of the type of care and orthotic provided.</li> </ul>			
	Scoring: 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		
	The bidder's proposed resource as an Orthotist should have experience assessing cases and writing reports in English, and ideally in English and French for contracts or employment terms of a minimum of six (6) months in duration, outlining at a minimum the following information:			
	<ul> <li>a) the location in which the work was done;</li> <li>b) the Project Authority or contact name, address, phone number and if available their e-mail address;</li> <li>c) start and end date of the work experience;</li> <li>d) brief description of the work and what language was used.</li> </ul>			
	Scoring: Three (3) points will be allotted when the proposed resource has written reports in English; and Six (6) points will be allotted when the proposed resource has written reports in English and French.			

DF	Experience in developing policy guidelines	E	
R5	Experience in developing policy guidelines	5	
	The bidder's proposed resource as an Orthotist should		
	have experience in assisting with developing or writing		
	policy guidelines similar to those used to guide the NIHB		
	Program, outlining at a minimum the following information:		
	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.		
	Convinger One (1) point will be allotted for each relevant		
	Scoring: One (1) point will be allotted for each relevant experience with guideline to a maximum of five (5) points.		
	experience with guideline to a maximum of five (5) points.		
R6	Experience collaborating with other health	6	
	professionals, such as physicians and service		
	providers on behalf of clients		
	The bidder's proposed resource as an Orthotist 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 the following information:		
	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) a brief description of the type of work and the other		
	professionals with whom you collaborated.		
	Scoring: One (1) point will be allotted for every consecutive		
	six (6) months experience in collaboration, up to a		
	maximum of six (6) points.		
R7	Letters attesting to a variety of work experience	2	
	The bidde de annual de company en an Order ideal de la la		
	The bidder's proposed resource as an Orthotist 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 an Orthotist.		
	Scoring: 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,	1	
	Indigenous and Northern Peoples of Canada	1	
	- · · · · · · · · · · · · · · · · · · ·		
	The bidder's proposed resource as an Orthotist should		
	have recent clinical experience within last sixty (60) months		
	working with the First Nations, Indigenous and Northern		
	Peoples of Canada, outlining at a minimum the following		

information .		
information :		
<ul> <li>a) the location in which the work was done;</li> <li>b) the Service Provider or contact name, address, phone number and if available their e-mail address;</li> <li>c) start and end date of the work experience; and</li> <li>d) brief description of the type of work and the clientele served.</li> </ul>		
Scoring: One (1) point will be allotted for experience working with First Nations, Indigenous and Northern Peoples of Canada.		
R9 Experience with Other Canadian programs who fund Limb and Body Orthotics Benefits (other than the NIHB Program)	5	
The bidder's proposed resource as an Orthotist 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 Limb and Body Orthotics in Canada, outlining at a minimum the following information:		
<ul> <li>a) the province or territory involved;</li> <li>b) the name of the program; and</li> <li>c) a brief explanation as to how the resource obtained the experience.</li> </ul>		
Scoring: One (1) point for each other Canadian program, up to a maximum of five (5) points.		
TOTAL MAXIMUM POINTS	42	
MINIMUM PASS MARK 60%	1 1	 1
(25 POINTS / 42 TOTAL POINTS)		

## 4.1.2 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
  - obtain the required minimum of 25 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 42 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 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)					
		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 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89	
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00	
Combined Rating		83.84	75.56	80.89	
	Overall Rating	1st	3rd	2nd	

## 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/ciif/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 <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> 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

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:

- c. Security Requirements attached as Annex C; and
- d. 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</u> <u>Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</u>

#### 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 period of the Contract is from date of Contract Award to March 31<sup>st</sup>, 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 at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 6.5 Authorities

## 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Vanessa Demers-Lamothe Title: Senior Procurement Officer Indigenous Services Canada Materiel and Assets Management Directorate Address: 10 rue Wellington, Gatineau, QC, K1A0H4

Telephone: 819-953-8129 E-mail address: <u>vanessa.demers-lamothe@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**

The Project Authority for the Contract is:

Name:	
Title:	_
Organization:	
Address:	
Telephone:	
Facsimile:	
E-mail address:	

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

## 6.5.3 Contractor's Representative

Name:	
Title:	
Organization:	
Address:	

Telephone:	 
Facsimile:	 
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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 6.7 Payment

#### 6.7.1 Basis of Payment

#### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

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.

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## 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 (<u>https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545\_1362495227097\_eng.pdf</u>), 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: Orthotist Consultative Services

Orthotist Consultative Services 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
CBCPO	Canadian Board of Certification for Prosthetists and Orthotists

#### 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 Orthotist Consultant per contract on an "as and when required" basis to evaluate requests for orthotic equipment and supplies in support of the NIHB Medical Supply and Equipment Review Centre.

## 4. Background

- 4.1 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:
  - 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;
- c) 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 orthotics, 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 Orthotist Consultants to evaluate requests for orthotic 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 orthotic 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;
  - d) recommendations, if deemed necessary, on possible available alternatives to meet the NIHB client needs; and
  - e) any other elements, upon requested by the Project Authority.
- 6.2 Conduct research 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;
  - b) 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
  - Management of patient digital records or correspondence with the NIHB Program must be done only through ISC WebOffice environment or secure Virtual Private Network (VPN) (for use of MS Outlook email system and Novell file management); and
- 6.7 Provide professional advices 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 orthotic equipment and supplies be evaluated by the Contractor within three (3) calendar days for a regular review and one (1) calendar day for an urgent review.

- 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;
  - c) be able to respond to NIHB requests, in writing, by e-mail transmissions, and occasionally by telephone, within the restricted time period (refer to section 11.1); and
  - d) 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 VPN connection access; and
- 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 Orthotist Consultant's professional advices 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 to familiarize the Contractor and its 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 Orthotist Consultant 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**

- The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determine in the Annex A – Statement of Work, to a limitation of expenditure of \$\_\_\_\_\_(applicable taxes are extra).
- 2. For evaluation purposes only, the annual level of effort is estimated at 222 hours.
- 3. Hourly rate definition: payment will be for hours actually worked with no provision for meal breaks, annual leave, statutory holidays and sick leave. Time worked which is more or less than an hour will be prorated to reflect actual time worked in accordance with the following formula:

#### (minutes worked × applicable hourly rate) / 60 minutes

- a. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- b. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

Initial Contract Period			
Date of contract award to	March 31, 2022		
Personal category	(A)	(B)	(C)
	Estimated Number of hours	All-inclusive fixed hourly rate (\$)	Total Cost (\$) (A) x (B)
Resource name(s):			
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		Applicable taxes	\$
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## OPTIONAL CONTRACT PERIOD 1 (Year 4):

<b>Optional Contract Period 1</b>			
April 1 <sup>st</sup> , 2022 to March 31	, 2023		
Personal category	(A)	(B)	(C)
	Estimated Number of hours	All-inclusive fixed hourly rate (\$)	Total Cost (\$) (A) x (B)
Resource name(s):			
	222 hours		
		Sub-total	\$
		Applicable taxes	\$
	Total Price Optional (	Contract Period 1	\$

# OPTIONAL CONTRACT PERIOD 2 (Year 5):

Optional Contract Period 2			
April 1 <sup>st</sup> , 2023 to March 31, 2	2024		
Personal category	(A)	(B)	(C)
	Estimated Number of hours	All-inclusive fixed hourly rate (\$)	Total Cost (\$) (A) x (B)
Resource name(s): TBD			
	222 hours		
		Sub-total	\$
		Applicable taxes	\$
	Total Price Optional (	Contract Period 2	\$

## ANNEX "C"

# SECURITY REQUIREMENTS CHECK LIST

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Telephone No. – N° de téléphone 613-952-8617	Facsimile N 613-941-	lo N° de télécopieur	E-mail address - A Peggy mcdoug		Date July 19, 2019
14. Organization Security Authority /	Responsable o	te la sécurité de l'organism	e ca		
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