



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

soumissionbid@sac-isc.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Indigenous Services Canada

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

Proposition aux: Services aux Autochtones Canada

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

Comments – Commentaire

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

Issuing Office - Bureau de distribution

Indigenous Services Canada
Services aux Autochtones Canada

Title – Sujet

Consultative services of a Psychologist to support policy development for the Non-Insured Health Benefits (NIHB) Program.

Solicitation No. - N° de l'invitation

1000242704

Date – Date

2022-11-04

Solicitation Closes - L'invitation prend fin

at – à 02 :00 PM

Eastern Standard Time EST

on – le 2022-12-05

Heure normale de l'Est HNE

Destination(s) of Services - Destination(s) des services

Indigenous Services Canada
Services aux Autochtones Canada

Address inquiries to:

Adresser toute demande de renseignements à:

sumanvir.sahota-chhokar@sac-isc.gc.ca

Area Code and Telephone No.:

Code regional et No de telephone:

(204) 914-6481

Facsimile No.:

No de télécopieur:

Instructions: See Herein

Instructions: Voir aux présentes

**Supplier Name and address -
Nom et adresse du fournisseur
GST No.:**

Telephone No. - N° de telephone:

Signature

Date

Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (caractère d'impression)

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PART 1 - GENERAL INFORMATION

1.1 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;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
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 [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Statement of Work

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

1.3 CONDITIONAL Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>). If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted. If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

"This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Indigenous peoples or for set-asides for small and minority businesses."

"Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement."

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 or by telephone.

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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions ([2003](#)) incorporated by reference above is deleted in its entirety and replaced with the following:

Subsection 5.4 of [2003](#), 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: 2019-01](#) 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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 (1 electronic copy, a PDF file)
- Section II: Financial Bid (1 electronic copy, a PDF file)
- Section III: Certifications (1 electronic copy, a PDF file)
- Section IV: Additional Information (1 electronic copy, a PDF file)

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 pricing schedule detailed in Attachment 1 to Part 4.

3.1.1 Electronic Payment of Invoices – Bid

Bidders will accept Direct Deposit (Domestic and International) for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 SACC Manual Clauses

Section III: Certifications

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

Section IV: Additional Information

3.1.3 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.3.1 As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

3.1.3.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.

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 and external individuals who are non-public servants 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. Each resource provided will be evaluated independently.

4.1.1.1 Mandatory Technical Criteria

Instructions to Bidders: The Bidder should write beside each criteria the relevant page number(s) from your proposal which addresses the requirement specified in the criteria.	Cross Reference to proposal	Met Yes/No
<p>M1 Licensing with membership in good standing</p> <p>The bidder's proposed resource must be registered with their professional college or organisation or professional standards office, in the province or territory where the person works as a Psychologist.</p> <p>Proof of registration must be provided.</p>		
<p>M2 Experience working with First Nations and/or Inuit</p> <p>The bidder's proposed resource as a Psychologist must have a minimum of twelve (12) cumulative months experience working full time, or the equivalent on a part-time basis, with First Nations and/or Inuit in the last one hundred and twenty (120) months outlining at a minimum the following information :</p> <ul style="list-style-type: none"> a) the location in which the work was performed; b) the project authority's or the contact person's name, address, telephone number, and email address (if possible); c) the start and end dates of the work experience; d) the title of the resource and a brief description of tasks; and e) The clientele(s) with which you have worked. 		

<p>M3 Years of Clinical experience</p> <p>The bidder's proposed resource as a Psychologist must have a minimum of sixty (60) months cumulative clinical experience working full-time, or an equivalent number of hours part-time, as a licensed Psychologist in the last one hundred and twenty (120) months outlining for each relevant experience at a minimum the following information:</p> <ul style="list-style-type: none"> a) the location where the work was performed; b) the project authority's or the contact person's* name, address, telephone number and email address (if possible); c) the start and end dates of the work experience; d) a brief description of the type of clinical experience and the clientele served; e) a brief explanation of how the accumulated clinical experience will help them with this proposed consultant role; and f) the name of the clinic if the proposed resource was self-employed. <p><u>The Bidder must also submit the Resume of the proposed resource.</u></p>		
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4.1.1.2 Point Rated Technical Criteria

Instructions to Bidders: 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.	Max. points	Cross Reference to proposal	Points awarded
<p>R1 Knowledge of Canada's provincial and territorial health programs</p> <p>The bidder's proposed resource as a Psychologist should have knowledge of the various health, social or educational programs of Canada's various provinces and territories (e.g. child benefit, social assistance program, Alberta Aids to Daily Living, etc.). The bidder's proposed resource should have general knowledge of what is available to the residents of the various provinces and territories and demonstrate each work experience where they learned about the various programs, outlining as a minimum the following information:</p> <ul style="list-style-type: none"> a) the location where the work was performed; b) the project authority's or contact person's* name, address, telephone number and email address (if possible); c) the start and end dates of the work experience; d) a list of the programs; and e) a brief explanation of the extent to which you are familiar with these programs (e.g. did you work for the program, did you have to refer people these program, etc.). <p><i>Scoring: Two (2) points will be allotted for each relevant experience provided, up to a maximum of ten (10) points.</i></p>	10		

<p>R2 Assessing and writing reports in English and French</p> <p>The bidder's proposed resource as a Psychologist should have experience assessing cases and writing reports in either French or English and ideally in English and French.</p> <p>To be considered for evaluation, the experience must have been accumulated in the last sixty (60) months, outlining at a minimum the following information:</p> <ul style="list-style-type: none"> a) the location where the work was performed; b) the project authority's or contact person's* name, telephone number and email address (if possible); c) the start and end dates of the work experience; d) the type of experience (assessing or writing report), a brief description of the type of work and the language used; and e) the name of the clinic if the proposed resource was self-employed. <p><i>Scoring: (for a total of nine (9) points)</i></p> <ul style="list-style-type: none"> - one point will be allotted per experience (assessing case or writing report) in one of the two languages, up to a maximum of six (6) points, and; - one (1) additional point will be allotted per experience (assessing case or writing report) <u>in the two languages</u>, up to a maximum of 3 points. 	9		
<p>R3 Experience collaborating with other professionals from the health care or social or educational field</p> <p>The bidder's proposed resource as a Psychologist should have experience in collaborating with other health care, social or educational professionals (e.g. physiotherapists, physicians, nurses, social workers, orthopedagogist, etc.) on behalf of their clients and demonstrate each work experience, outlining as a minimum the following information:</p> <ul style="list-style-type: none"> a) the location where the work was performed; b) the project authority's or the contact person's* name, telephone number and email address (if possible); c) the start and end date of the work experience; and d) a brief description of how you collaborated with other professionals on behalf of clients (specify the professionals' credentials); and e) the name of the clinic if the proposed resource was self-employed. <p><i>Scoring: Two (2) points will be allotted for every six (6) months cumulative experience in collaboration, up to a maximum of six (6) points.</i></p>	6		

<p>R4 Letters attesting to a variety of work experience</p> <p>The bidder's proposed resource as a Psychologist should provide two (2) letters from present or previous employers attesting that the proposed resource have worked in their professional field in Canada as a certified Psychologist in the last sixty (60) months, outlining as a minimum the following information:</p> <ul style="list-style-type: none"> a) the name of the author of the letter; b) the date on which the letter was written; c) the name of the employer; d) the address and phone number of the author; e) the start and end date of the resource's work experience; f) the author's signature. <p>Letters must be from different employer to obtain full mark, if more than one letter is from the same employer, only one letter will be considered.</p> <p><i>Scoring: Two (2) points will be allotted for each letter provided, up to a maximum of four (4) points.</i></p>	4		
TOTAL MAXIMUM POINTS	29		
SCORE - MINIMUM PASS MARK 60% (18 POINTS / 29 POINTS)			

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

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 minimum number of 18 points required for all point rated technical evaluation criteria.

The rating scale has 29 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 60 % for the technical merit and 40 % 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 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
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	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

ATTACHMENT 1 TO PART 4, PRICING SCHEDULE

Instructions to Bidders: Bidders must propose an all-inclusive fixed hourly rate for the Initial Contract Period and the Optional Contract Period 1 and 2. Bidders are requested to indicate the applicable taxes.

1. The annual level of effort (LOE) is for evaluation purposes only during the solicitation process and does not represent a commitment of the future usage. The LOE is estimated as follow:

Initial Contract period
510 hour

Optional Contract periods:
Year 1: 243 hr
Year 2: 292 hr

2. 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:

$$(\text{minutes worked} \times \text{applicable hourly rate}) / 60 \text{ minutes}$$

- 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.

FIN1:			
Initial Contract Period Date of contract award to March 31, 2025			
Personnel category	(A)	(B)	(C)
- Psychologist	Estimated Number of hours	All-inclusive fixed hourly rate (\$)	Total Cost (\$) (A) x (B)
Resource name(s):	510 hours	\$ _____	\$ _____
FIN1 : Total Price Initial Contract Period			\$ _____

FIN2:			
Optional Contract Period 1			
April 1st, 2025 to March 31, 2026			
Personnel category - Psychologist	(A)	(B)	(C)
	Estimated Number of hours	All-inclusive fixed hourly rate (\$)	Total Cost (\$) (A) x (B)
Resource name(s):	243 hours	\$ _____	\$ _____
FIN2 : Total Price Optional Contract Period 1			\$ _____

FIN3:			
Optional Contract Period 2			
April 1st, 2026 to March 31, 2027			
Personnel category - Psychologist	(A)	(B)	(C)
	Estimated Number of hours	All-inclusive fixed hourly rate (\$)	Total Cost (\$) (A) x (B)
Resource name(s):	292 hours	\$ _____	\$ _____
FIN3: Total Price Optional Contract Period 2			\$ _____

Evaluated Price = FIN 1 + FIN 2 + FIN3 :	\$ _____
Applicable taxes :	\$ _____

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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Conditional Set-aside for Indigenous Business

1. This is an open tender. However, it will be set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>). If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted. If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.
2. Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.
3. The Bidder:
 - I. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - II. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - III. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
4. The Bidder must check the applicable box below:
 - i. ☐ The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

 - ii. ☐ The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.

5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.
7. Owner Certification - Set-aside for Indigenous Business

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

1. *I am an owner of _____ (insert name of business), and an Indigenous person, as defined in [Annex 9.4](#) of the Supply Manual entitled "Requirements for the Set-aside Program for Indigenous Business".*
2. *I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.*

Printed name of owner

Signature of owner

Date

8. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
9. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
10. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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 and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) 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

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

5.2.3.2 Education and Experience

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

5.2.3.3 Certifications - Contract

SACC Manual clause [A3015C](#) (2014-06-26) Certifications - 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

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

SECURITY CLAUSES: 1000242704

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. 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** during the lifetime of the contract.
3. 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**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Protected B**.
5. 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 restrictions.
6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission from the security in contracting team of ISC. After permission has been granted, these tasks may be performed up to the level of **Protected B including an I.T. link up to the level of protected B**.
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
8. Any substitute or alternate resource proposed for this contract:
 - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
 - b) must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.
9. 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.

10. 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.

11. The Contractor must comply with the provisions of the:

- a) Security Requirements Agreement, attached as Annex C; and
- b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

6.1.2 Contractor's Sites or Premises Requiring Safeguarding Measures

6.1.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

*Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country*

6.1.2.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

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 Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2022-01-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Indigenous Services Canada (ISC);

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, 2025 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 two (2) additional one (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: Sumanvir Sahota-Chhokar
Title: Senior Procurement Officer

Indigenous Services Canada
Materiel and Assets Management Directorate
Address: 391 York Ave, Winnipeg, MB R3C 0P4

Telephone: 204-914-6481
E-mail address: sumanvir.sahota-chhokar@sac-isc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: *(Identified at Contract Award)*

Name: _____
Title: _____

Indigenous Services Canada
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

(Identified at Contract Award)

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: 2019-01](#) 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 \$ _____ *(Identified at Contract Award)*. 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

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

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

1. 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

_____ (inserted at contract award)

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.

6.9.2 Indigenous Business Certification

SACC Manual clause A3000C (2022-05-12) Indigenous Business Certification

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 [2010B](#) (2022-01-28), General Conditions - Professional Services (Medium Complexity);
- (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 _____ (*inserted at contract award*)

6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.13 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ (*insert name(s) of person(s)*).

6.13.1 Replacement of Specific Individuals

SACC Manual clause [A7017C](#) (2008-05-12) - Replacement of Specific Individuals

6.14 Insurance - No Specific Requirement

SACC Manual clause [G1005C](#) (2016-01-28) - Insurance - No Specific Requirement

ANNEX "A"

STATEMENT OF WORK

1. Title

Consultative services of a **Psychologist** to support policy development for the Non-Insured Health Benefits (NIHB) Program.

2. Objective

Indigenous Services Canada (ISC) requires the services of a **Psychologist** to support the Program in reviewing existing Program policy, complex cases, and emerging evidence in the area of mental health counselling benefit coverage and policy, in support to Program management. The services will be required on an as and when needed basis

3. Background

3.1 What is the Non-Insured Health Benefits Program?

Indigenous Services Canada's Non-Insured Health Benefits (NIHB) Program provides registered First Nations and recognized Inuit residents of Canada with coverage for a range of health benefits not otherwise provided to the client through other public or private plans. Non-Insured Health Benefits include pharmaceutical and non-prescription medication, dental care, vision care, medical supplies and equipment, mental health counselling, and medical transportation to access medical services not available locally.

4. Requirement

4.1 Scope of Work

The Consultant will support the review of current NIHB Program policy by providing professional advice on current policy documents such as the Guide to Mental Health Benefits. From time to time, the Consultant may be asked to provide advice on specific or complex cases where policy interpretation is required, and/or new or emerging evidence may require interpretation/advice and be taken into account as part of ongoing improvement of NIHB Program mental health counselling coverage.

4.2 Tasks

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

4.2.1 Related to policy and case/claim reviews

	Tasks/Requirements
1.	At the direction of the designated Program official, carry out a review of existing Program policy materials, primarily (but not limited to) the NIHB Guide to Mental Health Benefits, as well as to support development of guidelines and other documents to support adjudications of claims by the Program.
2.	Find and analyse clinical, academic and grey literature in order to provide evidence-based recommendations to inform this work.

3.	Take part in mental health benefit working groups and various committees with other Program officials, as well as discussions and interactions with officials managing other Indigenous Services Canada (ISC) programming to support internal consistency of ISC policy.
4.	Review and support the development of client focussed communications materials to support client understanding of Program coverage.

4.2.2 General

	Tasks/Requirements
1.	Read and respond to emails.
2.	Inform the designated Program official of any period during which you will not be available, at least seven days in advance, when possible.
3.	Provide advice on topics related to their professional field if/as requested.

4.3 Deliverables, Timeframe and Acceptance criteria

- a) The Consultant will work with the designated Program official to determine a regular schedule of work, timeline for deliverables and availability to consult directly with ISC officials.

4.4 Constraints

4.4.1 The Consultant will be required to:

- a) Follow and provide advice within the framework of all the applicable policies, procedures, guidelines and templates provided by the designated Program official;
- b) Ensure that information is kept confidential, and must foster a good requester/professional relationship;
- c) Use the designated server to transmit information:
 - Carry out their work through remote departmental computer network only (citrix).
 - Use only the email account assigned by the Department to send all information to the Secretariat or to other Consultants; and
- d) Cover the costs of membership in their respective professional organizations (if applicable) for the entire duration of the Contract and provide ISC with a proof of registration if requested

4.5 Support provided by Canada

4.5.1 During the first week after the Contract takes effect, the Project Authority will provide the following:

- a) Existing Program policy documents;
- b) Administrative procedures;

- c) Relevant information on the NIHB Program;
- d) Privacy policy; and
- e) Any other relevant documentation.

4.5.2 The Project Authority will provide the following:

- a) Assistance, support or feedback in a timely manner as required;
- b) An ISC Microsoft Outlook email account;
- c) A limited network access to ISC through web office or replace by Citrix connection access; and
- d) any other relevant information to support the review of the request.

4.6 Contractor qualifications

The Consultant will need to be able to communicate and collaborate with ease as well as be proficient, fluent and comfortable with technological methods of communication such as tele-conference, phone conference and e-mails.

5. Reference documents

- [Who is eligible for the Non-Insured Health Benefits program \(sac-isc.gc.ca\)](http://sac-isc.gc.ca)
- [About the Non-Insured Health Benefits program \(sac-isc.gc.ca\)](http://sac-isc.gc.ca)
- [NIHB Mental health counselling benefits \(sac-isc.gc.ca\)](http://sac-isc.gc.ca)
- [Guide to Mental Health Benefits \(sac-isc.gc.ca\)](http://sac-isc.gc.ca)

6. Location of the work

The work is expected to be performed at the Contractor's site. If required, the consultant will be escorted at all time while on GoC premises.

7. Language of Work

7.1 The majority of the work is expected to be in English and sometimes in French.

8. Travel

8.1 The Consultant may from time to time be required to travel to the National Capital Region (NCR).

8.2 Any travel expenses must be authorized in advance by the Project Authority. Payments for travel and living expenses will be made under the terms and conditions of payment and in accordance with the Treasury Board Travel Directives.

ANNEX "B"

BASIS OF PAYMENT

1. 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. 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:

$$(\text{minutes worked} \times \text{applicable hourly rate}) / 60 \text{ minutes}$$

- 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.

TABLE 1:

Initial Contract Period Date of contract award to March 31, 2025			
Personnel Category	(A)	(B)	(C)
- Psychologist	Estimated Number of hours	All-inclusive fixed hourly rate (\$)	Total Cost (\$) (A) x (B)
Resource Name(s):	510 hours	\$_____	\$_____
Total Price Initial Contract Period:			\$_____

TABLE 2:

Optional Contract Period 1			
April 1st, 2025 to March 31, 2026			
Personnel Category - Psychologist	(A)	(B)	(C)
	Estimated Number of hours	All-inclusive fixed hourly rate (\$)	Total Cost (\$) (A) x (B)
Resource Name(s):	243 hours	\$ _____	\$ _____
Total Price Optional Contract Period 1:			\$ _____

TABLE 3:

Optional Contract Period 2			
April 1st, 2026 to March 31, 2027			
Personnel Category - Psychologist	(A)	(B)	(C)
	Estimated Number of hours	All-inclusive fixed hourly rate (\$)	Total Cost (\$) (A) x (B)
Resource Name(s):	292 hours	\$ _____	\$ _____
Total Price Optional Contract Period 2:			\$ _____

Evaluated Price = TABLE 1 + TABLE 2 + TABLE 3:	\$ _____
Applicable Taxes:	\$ _____

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Affaires autochtones et
Développement du Nord Canada

Aboriginal Affairs and
Northern Development Canada

Contract Number/ Numéro du contrat

1000242704

Security Classification / Classification de sécurité
unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE	
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région FNIHB/NIHB/NCR	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :
3. Brief Description of Work/ Brève description du travail Consultative services of A Psychologist. (PSAB)	
4. Contract Amount/ Montant du contrat	6. Company Name and Address (for non-competitive contract only)/ Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :
5. Contract Start and End date / Date de début et de fin du contrat Contract Award to / au March 31, 2027	
7. Will the supplier require / Le fournisseur aura-t-il :	
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)	
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)	
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS	
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir/entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties? If yes, specify: / Si oui, spécifiez :	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui
a) Email transmission / Transmission par courrier électronique :	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui
9.3 Will the supplier be required to safeguard COMSEC* information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC* ?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécopieur sécurisé)	

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	Please refer to question: Veuillez vous référer à la question:	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information / Assets Renseignements/Biens	7.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information / Assets (off site) Renseignements/Biens (extérieur)	8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information / Assets (off site) Renseignements/Biens TI (extérieur)	9.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission - e-mail Transmission TI - courriel	9.2 a)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
IT Transmission - other Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>				
Remote Access to Network Connexion à distance au réseau	9.2 c)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART C – PERSONNEL / PARTIE C – PERSONNEL

- 11.1 Personnel Security Screening Level Required:
Niveau d'enquête de la sécurité du personnel requis: ☐ N/A / Non requis ☒ Reliability/ Fiabilité ☐ Confidential/ Confidentiel ☐ Secret ☐ Top Secret/ Très secret
- 11.2 May unscreened personnel be used for portions of work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No / Non ☐ Yes / Oui ☐ N/A / Non requis
12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

1000242704

Security Classification / Classification de sécurité

PART D – AUTHORIZATION / PARTIE D – AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme Name (print) – Nom (en lettres moulées) <input type="text"/> Title <input type="text"/>		Signature <input type="text"/>	
Telephone No. – N° de téléphone <input type="text"/>	Facsimile No. – N° de télécopieur <input type="text"/>	E-mail address – Adresse courriel <input type="text"/>	Date <input type="text"/>
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) – Nom (en lettres moulées) <input type="text"/> Title <input type="text"/>		Signature <input type="text"/>	
Telephone No. – N° de téléphone <input type="text"/>	Facsimile No. – N° de télécopieur <input type="text"/>	E-mail address – Adresse courriel <input type="text"/>	Date <input type="text"/>
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui			
16. Procurement Officer / Agent d'approvisionnement Name (print) – Nom (en lettres moulées) <input type="text"/> Title <input type="text"/>		Signature <input type="text"/>	
Telephone No. – N° de téléphone <input type="text"/>	Facsimile No. – N° de télécopieur <input type="text"/>	E-mail address – Adresse courriel <input type="text"/>	Date <input type="text"/>
17. Contracting Security Authority / Autorité contractante en matière de sécurité Name (print) – Nom (en lettres moulées) <input type="text"/> Title <input type="text"/>		Signature <input type="text"/>	
Telephone No. – N° de téléphone <input type="text"/>	Facsimile No. – N° de télécopieur <input type="text"/>	E-mail address – Adresse courriel <input type="text"/>	Date <input type="text"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada

Security Requirements Agreement

Company name: _____

Request for proposal: 1000242704

Contract: _____

1. **Physical Security Transportation and Safeguard Requirements**

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

1.1 **Physical Safeguards:**

The Protected documents must be safeguarded in a locked security container with access restricted to the contractor only.

	Protected A	Protected B
Container	Key locked container	Dial lock container
Facility	Restricted access room within office/home	Restricted access room within office/home

Definitions:

Protected information: Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

Protected A: Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

Protected B: Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

1.2 **Transportation**

1.2.1 **Transportation of Paper Records:**

- **Protected** documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.
- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

1.2.2 **Prevention Tips While in Transit:**

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.

- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

1.2.3 Discussion:

- Sensitive information must never be read, displayed, discussed or used in public areas.
- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the conference room has the proper security screening level, the need-to-know and that the door is closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss **Sensitive** matters.

2. IT Security Requirements

Production and storage of **Protected** data outside of the departmental premises must be done as per the following to ensure that the data remains secure at all times.

2.1 Electronic Storage

- Store **Protected** electronic documents on encrypted removable media (USB key) that use approved Government of Canada standards (FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements. <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>)
- Select strong passwords for your encrypted USB keys. The level of protection provided by such devices is directly related to the strength of the password chosen.

2.2 Electronic Possession, Transportation and Processing

When there is a requirement for the contractor to transport, process or electronically store departmental information, the contractor must ensure that the data remains secure at all times no matter what level of confidentiality the information is by adhering to the following requirements:

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006> Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

2.3 Electronic Transmission of Departmental Data

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with CIRNAC/ISC's personnel. The use of electronic transmission methods other than those listed below is prohibited.

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc); • Each user has their own corporate e-mail account which is protected with a username and password; and • Email server communication is protected with TLS encryption.
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values; ▪ The network name (SSID) has been changed from its default value; and ▪ WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> • Must be 8 characters or longer; • Have at least one upper case character; • Have at least one lower case character; • Have at least one numeric character; and • Have at least one allowed special character
Protected B	Encrypted and Digitally Signed eMail	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:</p> <ul style="list-style-type: none"> • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc); • Each user has their own corporate e-mail account which is protected with a username and password; • The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and • Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings:

		<ul style="list-style-type: none"> One of the following encryption algorithms is used: <ul style="list-style-type: none"> 3DES-168 Bit or higher AES-128 Bit or higher Digitally signed with one of the following algorithms: <ul style="list-style-type: none"> RSA (Rivest, Shamir, Adleman) DSA (Digital Signature Algorithm) ECDSA (Elliptic Curve Digital Signature Algorithm) One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> SHA-224 SHA-256 SHA-384 SHA-512
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> The administrator user name and password must be changed from their default values; The network name (SSID) has been changed from its default value; and WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> Must be 12 characters or longer; Have at least one upper case character; Have at least one lower case character; Have at least one numeric character; and Have at least one allowed special character

2.4 **Remote Connectivity to the Department's Network**

The contractor requires remote access to the Department's network and IT Systems. Remote access is to be configured in the following manner:

- A unique identifier and password is assigned to each user and is used to authenticate the user to the network; and
- The Citrix Portal <https://pa-ap.aadnc-aandc.gc.ca> is used.

Note: The department has Certified and Accredited its remote connectivity services for access to and/or transmission of information up to Protected B. CIRNAC/ISC accepts any residual risk for their use during the contract. Therefore, an IT inspection by CIRNAC/ISC to verify remote access services is not required.

3. Inspection

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

4. Security Costs

The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.

SECURITY AGREEMENT

I, _____ (Contractor) and authorized resources will fulfill the duties as contractor working under the contract _____, as set out below, to the best of our abilities.

1. Will abide by all of Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
3. Agree to notify ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of ISC security clauses and requirements included in this contract.

I, the undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:

Contractor:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

CIRNAC/ISC Project Authority:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____