



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

Health Canada / Santé Canada

Attn: Sami Nouh
Email: sami.nouh@hc-sc.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Health 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 thereof.

**Proposition à:
Santé 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-annexées, au(x) prix indiqué(s).

**Instructions : See Herein
Instructions: Voir aux présentes**

Issuing Office – Bureau de distribution
Health Canada / Santé Canada
200, Eglantine Driveway
Tunney's Pasture
Ottawa Ontario K1A 0K9

Title – Sujet National Knowledge exchange roundtables in collaboration with Indigenous Peoples on Medical Assistance in Dying (MAID).	
Solicitation No. – N° de l'invitation 1000251302	Date September 29, 2023
Solicitation Closes at – L'invitation prend fin à 2:00 PM on / le – October 30, 2023	Time Zone Fuseau horaire EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à : Name: Sami Nouh Email: sami.nouh@hc-sc.gc.ca	
Telephone – téléphone : 613-941-2074	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein – Voir ici	
Delivery required - Livraison exigée See Herein – Voir ici	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur Facsimile No. – N° de télécopieur : Telephone No. – N° de téléphone :	
Name and title of person authorized to sign on behalf of Vendor/firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (type or print)/ (taper ou écrire en caractères d'imprimerie)	
Signature _____	Date _____



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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Work to be performed is detailed under Appendix "A" Statement of Work of the resulting contract clauses.

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

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual.

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.

1.3 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 [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](#) (202-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), 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 only to sami.nouh@hc-sc.gc.ca by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile 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

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

Canada requests that the Bidder submits its bid in separate sections as follows:

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

Due to the nature of the bid solicitation, bids transmitted by CPC Connect service and by facsimile will not be accepted.

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 Below.

Note: See Statement of work for additional deliverable details and due dates

Milestone Payment	Key Deliverables	Due Date	Payment (%)	Payment (\$)
1	Phase 1 – Co-design & Verify	December 15, 2023	7%	\$
2	Phase 2 – Plan	January 19, 2024	7%	\$
3	Phase 3 – Convene & Facilitate	March 31, 2024	70%	\$
4	Phase 4 – Final Reporting	June 30, 2024	16%	\$
Total			100%	\$

Section III: Certifications

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



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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal that addresses the requirement identified in the criteria. Mandatory criteria are evaluated on a simple pass or fail basis.				
Criteria #	Mandatory Resource Criteria (MRC)	Page # of Bidder's Proposal	Met	
			Yes	No
M1	Bidder is a majority owned and operated Indigenous firm.			
M2	The Bidder must propose a Lead Consultant who will act as the "Project Manager".			
M3	The proposed Project Manager must have a minimum of 5 years of experience in providing consulting or engagement services for/with Indigenous Peoples. The vendor must provide a chronology of projects or positions held demonstrating experience totaling 5 years. Dates of projects cannot overlap to be counted twice.			
M4	The Bidder must provide résumés for all proposed resources.			
M6	The Bidder must provide a workplan/methodology for the project.			



4.1.1.2 Point Rated Technical Criteria

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal that addresses the requirement identified in the criteria.				
Criteria #	Point-Rated Resource Criteria (PRC)	Page # of Bidder's Proposal	Points	
			Maximum Points Allocated	Number of Points Scored
PRC1	<p>Quality of Work Plan, Approach and Methodology</p> <p>In support of M6, the approach and methodology, including data collection, knowledge translation and reporting in the work plan should clearly address all Requirements (Section 3.1B Work Phases and 3.1C SBGA+) in the SOW.</p> <p>Scoring Criteria</p> <ul style="list-style-type: none"> 3 points – some approaches and methods addressing some or all Requirements in the SOW are identified and they may or may not contain a description of each method and may or may not contain advantages/limitations of each of these methods; 6 points – all approaches and methods addressing all Requirements in the SOW are identified without either a description of each method or the advantages/limitations of each of these methods; 9 points – all approaches and methods addressing all Requirements in the SOW are identified with a description of each method and the advantages/limitations of each of these methods. 		9	
PR2	<p>Evidence of planning for inclusion of target audiences as described in the SOW (Section 3.1A)</p> <p>Scoring Criteria</p> <ul style="list-style-type: none"> 3 points – evidence of planning for inclusion of some target audiences as described in the SOW is identified, and may or may not contain a description of each method/approach to how audiences will be included; 6 points – evidence of planning for inclusion of all target audiences as described in the SOW are identified and may or may not contain a description of each method/approach to how audiences will be included; 		9	



	<ul style="list-style-type: none"> 9 points – evidence of planning for inclusion of all target audiences as described in the SOW are identified with a description of each method/approach to how audiences will be included. 			
<p>PR3</p>	<p>Experience with planning, facilitating and delivering roundtable discussions with Indigenous Peoples.</p> <p><u>Scoring Criteria</u></p> <p>The Bidder should demonstrate that they have experience designing and delivering Indigenous-focused research and/or engagement activities resulting in a report, paper, or framework document.</p> <p>2 points = 3 to 4 projects 4 points = 5 to 6 projects 6 points = 7 to 9 projects 8 points = 10+ projects</p> <p>Please provide:</p> <ol style="list-style-type: none"> The name of the client organization (to whom the services were provided); A brief description of the Bidder's role and scope of services provided as it relates to the criteria; The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work) clearly indicating the period of continuous work; and The name and telephone number or e-mail address (or both, if available) of the client Project Authority to whom the Bidder reported. <p>Canada reserves the right to contact client references to validate experience and deliverable quality.</p>		<p>8</p>	
<p>PR4</p>	<p>Inclusion of Indigenous people with lived experience (PWLE) in the project design – Refer to Appendix A of SOW for definition.</p> <p><u>Scoring Criteria</u></p> <p>The Bidder should demonstrate that they have experience working with Indigenous people with lived experience (PWLE) in the design of previous project.</p> <p>2 points = 3 to 4 projects 4 points = 5 to 6 projects 6 points = 7 to 9 projects 8 points = 10+ projects</p>		<p>8</p>	



<p>PR5</p>	<p>Experience in working with diverse Indigenous populations in a culturally safe and manner.</p> <p>Scoring Criteria The Bidder should demonstrate that they have past experience working with diverse Indigenous populations in a culturally safe and manner, respectful of cultural protocols of First Nations (off and on reserve/status and non-status), Inuit and Métis.</p> <p>2 points = 3 to 4 projects 4 points = 5 to 6 projects 6 points = 7 to 9 projects 8 points = 10+ projects</p>		<p>8</p>	
<p>PR6</p>	<p>Evidence of ability to access and leverage a network of diverse Indigenous people to participate in the roundtables.</p> <p>Scoring Criteria The Bidder should demonstrate that they have past experience working in partnership and accessing a network of diverse Indigenous audiences to participate in engagement or research projects.</p> <p>2 points = 3 to 4 projects 4 points = 5 to 6 projects 6 points = 7 to 9 projects 8 points = 10+ projects</p>		<p>8</p>	
<p>PR7</p>	<p>Evidence of understanding MAID legislation, policy and delivery in Canada.</p> <p>Scoring Criteria The Bidder had worked on projects in the field of medical assistance in dying and/or palliative care and/or end-of-life care.</p> <p>4 points = 1 to 2 projects 6 points = 3+ projects</p>		<p>6</p>	
<p>Points Total (min of 35 points to pass)</p>			<p>Max Points:56</p>	<p>Points Scored:</p>

4.1.2 Financial Evaluation Criteria

The maximum funding available for the Contract resulting from the bid solicitation is **\$600,000.00** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.



4.2 Basis of Selection

4.2.1 Highest Rated Within Budget

- a) To be declared responsive, a bid must:
 - i. comply with all the requirements of the bid solicitation;
 - ii. meet all mandatory technical evaluation criteria; and
 - iii. obtain the required minimum of 35 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 56 points
- b) Bids not meeting (a) or (b) or (c) will be declared non responsive.. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.



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 Set-aside for Indigenous Business

a) This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.

b) 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.

c) 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.

d) 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.

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



5.1.2.2 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:

- a) 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".
- b) 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

5.1.2.3 Indigenous Business Certification

- a) 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*.
- b) 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.
- c) 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](#) website.

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



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 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Work to be performed is detailed under Appendix "A" Statement of Work of the resulting contract clauses

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) (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](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4007](#) (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information

Health Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2025.

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period 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: Sami Nouh

Title: Senior Contracting Officer



Public Works and Government Services Canada
Acquisitions Branch
Directorate: Material and Assets Management Division
Address: 200 Eglantine
Telephone: 613-941-2102
E-mail address: sami.nouh@hc-sc.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 (will include at contract award):

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.

6.5.2.1 Departmental Representative.

The Departmental Representative for the Contract is (will include at contract award):

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

Please refer to clause 3.4 Reporting Requirements, in the statement of work.

6.5.3 Contractor's Representative

(will include at contract award):

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 [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the contract for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

6.7.3 Milestone Payments - Not subject to holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

Initial Contract Period

Note: See Statement of work for additional deliverable details and due dates

Milestone Payment	Key Deliverables	Due Date	Payment (%)
1	Phase 1 – Co-design & Verify	December 15, 2023	7%
2	Phase 2 – Plan	January 19, 2024	7%
3	Phase 3 – Convene & Facilitate	March 31, 2024	70%
4	Phase 4 – Final Reporting	June 30, 2024	16%
Total			100%



6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

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.

Each invoice must be supported by:

- a copy of time sheets to support the time claimed;
- a copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

One (1) copy must be forwarded to the following email address(es) for certification and payment.

p2p.invoices-factures@hc-sc.gc.ca

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 supplemental general conditions [4007](#) (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions [2010B](#) 2022-12-01, General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work; and
- (e) the Contractor's bid dated _____

apply to and form part of the Contract.



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](#)".



ANNEX "A"

STATEMENT OF WORK

1. TITLE

National knowledge exchange roundtables in collaboration with Indigenous Peoples on Medical Assistance in Dying (MAID).

2. SCOPE

2.1. INTRODUCTION

Canada's revised medical assistance in dying (MAID) legislation came into force on March 17, 2021. The new law included changes to eligibility criteria, procedural safeguards, and the framework for the federal government's data collection and reporting regime. More information on MAID legislation can be found here: <https://www.canada.ca/en/health-canada/services/medical-assistance-dying.html>.

Health Canada recognizes the need for comprehensive and concerted engagement on MAID with Indigenous Peoples, a view most recently echoed by the May 2022 Final Report by the Independent Expert Panel on MAID and Mental Illness and the June 2022 Interim Report of the Parliamentary Special Joint Committee on MAID. These calls for engagement come from concerns raised around the potential impacts of MAID on Indigenous Peoples, including:

- Undermining of suicide prevention efforts;
- Straining already inaccessible culturally-safe health care services, including palliative care; and
- Exacerbating systemic racism experienced by Indigenous Peoples in the health care system.

In response, Health Canada launched an engagement process with Indigenous Peoples in July, 2023. A multi-pillar approach to engagement aims to gather and understand the diverse views and perspectives of First Nations, Inuit and Métis Peoples on MAID. Building and strengthening relationships is at the core of these activities, with both Indigenous-led engagement and Health Canada-led activities underway to inform and shape evolving MAID policy and practice.

Health Canada is partnering with several Indigenous organizations who are leading their own initiatives to gather and mobilize the voices, viewpoints and lived experiences of their community members on MAID. In addition, Health Canada has recently launched an online engagement platform as one way to hear from Indigenous Peoples on a variety of topics related to MAID, including end-of-life care, cultural safety, and supports and training, found here: [Engagement on Indigenous Perspectives on Medical Assistance in Dying - Canada.ca](#).

Another stream of the engagement includes working with Indigenous Peoples to develop and roll out national knowledge exchange roundtables on MAID in a culturally safe and respectful way. This activity is the subject of this Request for Proposals.

It is imperative to better understand the unique perspectives around end-of-life held by Indigenous Peoples, which need to be considered in the context of the MAID legislation. An



engagement process will serve to foster understanding of differing Indigenous views and perspectives on MAID and inform federal policy to support improved cultural safety in MAID policy and practice. To this end, the work outlined in this contract is one part of a multi-stream engagement process to understand the views and perspectives of Indigenous Peoples on MAID.

2.2. OBJECTIVES OF THE REQUIREMENT

Using an Indigenous lens, the contractor, in conjunction with Health Canada, will plan and carry out a series of targeted and “open dialogue” knowledge exchange roundtables to take place in 2024. The purpose of these roundtables is to create and provide a space for Indigenous Peoples to share unique views and perspectives, raise concerns, and provide recommendations on MAID. Resulting information gleaned from these knowledge exchange roundtables will help to inform federal, and as applicable, provincial and territorial, policy and future legislation to support culturally safer implementation of MAID. This resulting information from these roundtables and other engagement activities will be gathered and shared in a “What We Heard Report”. Knowledge exchange tables will be held both virtually and in-person/virtual hybrid format, depending on participants’ needs, cultural sensitivities and travel restrictions.

As appropriate, the contractor, in conjunction with Health Canada, will work with Indigenous Partners (for example national and regional Indigenous organizations, Indigenous people with lived experience¹, traditional knowledge holders, and organizations and networks representing the interests of Indigenous Peoples) to plan, organize and facilitate a series of Peoples-specific² roundtables.

Roundtable themes are to be co-developed with Indigenous Partners but could include cultural safety, anti-Indigenous racism and discrimination, end-of-life considerations and care for Indigenous Peoples, considerations for Indigenous people with disabilities, Peoples-specific concerns about MAID, MAID data collection and monitoring, MAID assessments, solutions and suggestions to supporting cultural safety in MAID implementation, including system navigation, training, etc.

Themes should also be informed by the Recommendations of the Special Joint Committee on Medical Assistance in Dying’s Final Report:

<https://parl.ca/Content/Committee/441/AMAD/Reports/RP12234766/amadrp02/amadrp02-e.pdf>.

Invited participants would include persons from the following areas: Indigenous academics; Indigenous legal & ethical experts; Traditional Knowledge Keepers & Elders; students/youth; women; general public; health professionals; Indigenous professional association representatives, members of the Two-Spirit and LGBTQIA+ community; gender diverse people; members of the Indigenous disability community, etc.

Specifically, the objectives of this project are to:

- plan, organize and facilitate 12 knowledge exchange roundtables;
- produce interim summaries of individual roundtables;
- produce a final report summarizing all roundtables, including analysis and recommendations with cross-linkages to MAID policy and legislation.

¹ Refer to Appendix A

² First Nations (status and non-status, on and off-reserve), Inuit, Métis, including Self-governing Indigenous Governments, Modern Treaty Partners and 2SLGBTQIA+ and gender diverse people.



The contractor must maintain an open dialogue with Health Canada's End-of-Life Care Unit throughout this work and work closely in this manner to ensure coordination and alignment of other engagement and outreach activities.

The contractor should build in service payments for Elders, Knowledge Keepers, people with lived experience and other considerations to include Indigenous Cultural Knowledge.

Health Canada would like to engage in the Procurement Strategy for Indigenous Business (PSIB) as the Government of Canada's policy to support Indigenous businesses with procurement opportunities³.

2.3. BACKGROUND

Medical assistance in dying (MAID) remains a complex and deeply personal issue for many Canadians. The Government of Canada is committed to ensuring that access to MAID reflects the evolving needs of all Canadians and supports their autonomy and freedom of choice while also protecting vulnerable populations. In collaboration with the provinces and territories, we are working to support the safe and consistent implementation of MAID across the country.

On September 11, 2019, the Superior Court of Québec ruled in favour of two plaintiffs (Jean Truchon and Nicole Gladu) who had challenged the *Criminal Code* eligibility requirement that an individual's natural death be reasonably foreseeable and the more stringent provincial requirement for a person to be at the end of life. The governments of Canada and Québec did not appeal the decision.

On February 24, 2020, the federal government tabled proposed amendments to the 2016 *Criminal Code* provisions on MAID (Bill C-7) in response to *Truchon*. The Bill was terminated with the prorogation of Parliament but was re-introduced on October 5, 2020 (its content was unchanged). It received Royal Assent on March 17, 2021.

The new 2021 MAID legislation:

- removed the requirement for a person's natural death to be reasonably foreseeable in order to be eligible for MAID;
- introduced a two-track approach to procedural safeguards based on whether or not a person's natural death is reasonably foreseeable;
 - existing safeguards are maintained and, in some cases, eased for eligible persons whose natural death is reasonably foreseeable;
 - new and strengthened safeguards are introduced for eligible persons whose natural death is not reasonably foreseeable;
- temporarily excluded eligibility for individuals suffering solely from mental illness for 24 months, and required the Ministers of Justice and Health to initiate an expert review tasked with making recommendations within the next year on protocols, guidance and safeguards for MAID for persons suffering from mental illness (note, through legislative amendments (Bill C-39), this temporary exclusion criteria was delayed another year to March 17, 2024); and
- allows eligible persons whose natural death is reasonably foreseeable, and who have a set date to receive MAID, to waive final consent if they are at risk of losing capacity in the interim.

³ [Indigenous business and federal procurement \(sac-isc.gc.ca\)](https://www.sac-isc.gc.ca)



The new legislation also called for the amendment of the Regulations for the Monitoring of Medical Assistance in Dying. This amendment, which took effect on January 1, 2023, will support Canada's MAID regime by allowing for enhancements to data collection and reporting through the federal MAID monitoring system to provide a more comprehensive picture of how MAID, with expanded eligibility, is being implemented in Canada. Additional information including data related to gender identity, race, Indigenous identity and disability status of persons requesting MAID (if the person consents to providing this information) will be collected, which will help Canada determine the presence of individual or systemic inequality or disadvantage in the context of, or delivery of, MAID.

Throughout various consultative and Parliamentary discussions on MAID, Indigenous participants, as well as several Parliamentarians, spoke about the lack of and need for meaningful engagement with Indigenous Peoples on the topic of MAID to understand their diverse views and perspectives. This project is an important piece of Health Canada's overall strategy to ensure that Indigenous Peoples are engaged and that their voices are heard with respect to MAID policy.

3. REQUIREMENTS

3.1. TASKS, ACTIVITIES, DELIVERABLES AND/OR MILESTONES

The objectives of the contracted work are, in conjunction with Indigenous Partners, people with lived experience (Refer to Appendix A) and Health Canada, to create a plan, organize, and facilitate a series of 12 knowledge exchange roundtables to convene targeted and open dialogues on MAID with Indigenous Peoples.

- At least 6 roundtables must be held in-person with a hybrid virtual option (if appropriate) and plan to cover a range of geographic locations in Canada. 6 fully virtual meetings may be planned.
- At least half of the roundtables should include live graphic design.
- Roundtables must ensure cultural safety, accessibility, and public health safety protocols are in place.
- Roundtables can be combined into multi-day events with various audiences or be individual sessions.

Contract includes:

- Handling logistical considerations of the roundtables
 - i.e., interpretation, liaising with and inviting key stakeholders, securing location and technological requirements, arranging and paying for travel, etc.; and
- Planning considerations in conjunctions with Health Canada
 - i.e. engaging with Indigenous Partners when devising appropriate themes / agenda / roundtable structure, ensuring Peoples-Specific cultural protocols are followed, determining timing / scheduling of roundtables, determining appropriate roles, etc.).

3.1A Target Audiences

Knowledge Exchange Roundtables must include, but are not limited to, participants from the following target audiences:

- At least 2 roundtables **each** for First Nations, Inuit and Métis*;
- At least 1 roundtable each to hear the perspectives of the following audiences:
 - Traditional Knowledge Keepers & Elders;
 - Two-Spirit, LGBTQ+ and gender diverse people;
 - Indigenous people with disabilities;
 - Urban-residing Indigenous people; and
 - Students and Youth.



*Must demonstrate how Peoples-Specific approaches will be used for these roundtables, as appropriate, including how the vendor will work with distinctions-based facilitators and /or work with sub-contractors to undertake work using a distinctions-based lens.

3.1B Work Phases

Phase 1 – Co-design & Verify Plan

Task: In conjunction with HC, design a plan and timeline for carrying out the work, as described above. This includes the following criteria:

- List and justification of key participants to be invited;
- Logistical plan – location, structure, format and design of roundtables;
- Demonstrating how participants will be approached and grouped in which roundtables;
- Determining themes by roundtable (as appropriate);
- Determine strategic direction and overall approach to roundtables;
- Prepare detailed processes and questions for use in support of the facilitation;
- Prepare culturally appropriate active engagement activities that facilitate dialogue throughout each roundtable session; and
- Other related tasks, as required.

This first phase will include communication back and forth between the Project Authority and the contractor to ensure the plan is designed to the satisfaction of Health Canada and with Indigenous partner input, and that the contractor has appropriate access to relevant background documents on MAID and key contact information.

Locations of roundtables to be determined in this phase, in collaboration with Project Authority.

Deliverable/Timeline: Outline of draft plan describing the above criteria by December 15, 2023.

Phase 2 – Plan

Task/ Criteria: Actively prepare/organize roundtables, including:

- Document review on the topic of MAID and key issues for Indigenous Peoples (Health Canada to provide some materials and contractor to supplement with other materials)
- Plan roundtable themes, content, facilitation guides, meeting materials, agendas;
- Plan all logistical considerations, including budget and travel as per TBS directive on travel; and
- Contact and invite participants.

Deliverable/Timeline: Meeting materials including above criteria and summary document of logistical plans and considerations document by January 19, 2023.

Phase 3 – Convene & Facilitate

Task: Carry out and facilitate the culturally safe knowledge exchange roundtables, using a Peoples-specific / distinctions-based approach where appropriate.

Deliverable/Timeline: March 31, 2024:

- Successfully complete each roundtable.
- Debrief meeting with HC after each roundtable to discuss learnings/experiences and make any necessary adjustments for future roundtables.

Phase 4 – Final Reporting:

Task:

- A. Develop and validate interim key takeaway reports for each roundtable.
- B. Develop a final report incorporating interim report findings, including overall takeaways, graphic design from the roundtables, with an emphasis on **analysis and recommendations** to the federal government and key stakeholders (MAID practitioners, regulatory bodies, and provincial/territorial governments, as applicable) based on roundtable findings.

Deliverable/Timeline:



- A.
- Prepare Interim *key takeaway* summary reports for each roundtable and validate reports with participants (demonstrate how this will be undertaken in proposal) by April 26, 2024
 - Health Canada review and feedback – allow 4 weeks.
- B.
- Outline concept of the draft final report in English by April 5, 2024.
 - Health Canada review and feedback – allow 2 weeks.
 - Draft report in English by May 24, 2024.
 - Health Canada review and feedback – allow 3 weeks and several rounds of back and forth editing and refining.
 - Final report in English by June 30, 2024.

All activities should be completed following current public health guidelines to prevent the spread of COVID-19.

3.1C Sex and Gender Based Analysis Plus (SGBA+)

A SGBA+ lens must be applied in a culturally relevant manner throughout the analysis, adhering to the principles respecting the Government of Canada's relationship with Indigenous Peoples and recognizing First Nations, Inuit and Métis as the self-determining First Peoples of Canada. <https://www.canada.ca/en/health-canada/corporate/transparency/health-portfolio-sex-gender-based-analysis-policy.html>

3.2. TECHNICAL, OPERATIONAL AND ORGANIZATIONAL ENVIRONMENT

All documents will be submitted electronically in .docx, .pdf and .ppt formats via email to the Project Authority and/or designated representative.

3.3. METHOD AND SOURCE OF ACCEPTANCE

The final version of the deliverable shall be provided to the Departmental Representative, Project Authority and/or designated representative in English in electronic format, as described above in 3.2. All deliverables and services rendered under any contract are subject to inspection by the Project Authority. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

The Project Authority (or delegated representative) is responsible for all matters concerning the technical content of the work under this Contract. Any proposed changes to the scope of the work are to be discussed with the Project Authority, but any resulting changes can only be confirmed by a Contract Amendment issued by the Departmental Representative.

3.4. REPORTING REQUIREMENTS

The individual identified as the Project Authority in section 3.3 shall ensure that the contract will be brought in on time, on budget and of an acceptable quality. The Project Authority will:

- ask the contractor to provide progress updates on an as requested basis;
- provide responses to questions of clarification and/or direction, originating from the Contractor, in a timely basis; and
- maintain a consistent line of communication with the Contractor throughout the duration of the project.



The Contractor will submit their updates regularly in the format/manner indicated by the Project Authority. This can be done bi-weekly (as a minimum – see 3.5) or monthly depending on the Contractor's available resources and ability to manage the work.

The Contractor must also submit electronic copy to the Project Authority (in English):

- one (1) outline of draft work plan, including logistical plans and considerations
- one (1) set of meeting materials and summary document of logistical plans and considerations
- one (1) validated Interim key takeaway report for each roundtable
- one (1) draft final report
- one (1) final report

The Departmental Representative (or delegated representative) is the Health Canada Contracting Authority and is responsible for the management of this Contract. Any changes to the Contract must be authorized in writing by the Departmental Representative. The Contractor is not to perform work in excess of or outside the scope of this Contract based on verbal or written requests of instructions from any government personnel other than the aforementioned officer.

3.5. PROJECT MANAGEMENT CONTROL PROCEDURES

The Project Authority will:

- Ensure that Contractor receives reliable source documents that will provide part of basis for the process design;
- Ensure that necessary feedback, both to and from the Contractor, is provided in a timely manner;
- Maintain open and frequent communication with Contractor (bi-weekly as minimum) to discuss the status of the project, and identify any issues arising from either party that may adversely affect the outcome, working collaboratively with Contractor to arrive at solutions;
- Receive and verify invoices received from Contractor, and confirm payment; to ensure all aspects of the project will be started and completed on time, on budget and of an acceptable quality to Health Canada.

4. ADDITIONAL INFORMATION

4.1. CANADA'S OBLIGATIONS

The Project Authority will facilitate the following:

- Provide contractor with key source documents for context.
- Provide technical/logistical support (i.e., translation of documents, additional note taking for roundtables, etc.).
- Provide feedback on submitted documents within the timelines outlined in Section 3.1B.
- Provide other assistance or support.

4.2. CONTRACTOR'S OBLIGATIONS

- Unless otherwise specified, the Contractor must use its own equipment and software for the performance of this Statement of Work.

4.3. TRAVEL

This contract will not pay for travel.

4.4. LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The work will take place in the Contractor's office (i.e., remotely). Any planned events will either take place in-person in a location chosen in conjunction with Health Canada, or take place using virtual meeting platforms that are acceptable to Health Canada, unless otherwise specified. Work



will be emailed between the Contractor and the Departmental Representative via email.

4.5. LANGUAGE OF WORK

The Contractor shall develop all deliverables in English, consistent with usable standard and plain language principles. Live interpretation into appropriate Indigenous languages/French at the roundtables, if required, will be provided by the Contractor. Health Canada is responsible for translating products into French and other identified Indigenous languages, as identified.

APPENDIX A: ENGAGING PERSONS WITH LIVED EXPERIENCE

Health Canada recognizes the unique value of individuals who have lived experience. [Health Canada's Sex and Gender Based Analysis \(SGBA\) Quick Assessment Tool for Recipients](#) highlights the need to engage with those with lived experiences in order to develop sound science and reliable evidence that addresses differences between diverse groups of women, men and gender diverse individuals in areas such as health status, experiences of health and illness, and health service use.

*Furthermore, the [SPOR Patient Engagement Framework](#) recognizes that in addition to the very important role of research participants, patients / persons with lived experience can also contribute meaningfully to funded projects, including research and research-related activities, **as partners** in the process.*

When building your proposal, consider how each component could engage persons with lived experience. Some examples include:

- *Influencing priorities and goals of projects/initiatives.*
- *Planning, designing and guiding the project as it progresses.*
- *Sitting on advisory committees.*
- *Supporting recruitment by improving access to peer networks and accessing difficult-to-reach individuals and groups.*
- *Participating in data collection and analysis of findings. Patients can also have a role in reviewing stories to identify common threads/relevant themes.*