



<p>Return Bids to - Retourner les soumissions à :</p> <p>Indigenous Services Canada (ISC) / Services aux Autochtones Canada (SAC)</p> <p>Email address / adresse courriel:</p> <p>soumissionbid@sac-isc.gc.ca</p>	<p>Page 1 of - de 40</p>	
	<p>Subject - Sujet</p> <p>Ophthalmologist Consultant Services in support of the Non-Insured Health Benefit (NIHB) Program for the Medical Supplies and Equipment (MSE) Review Centre</p>	
<p>Request for Proposal (RFP)</p> <p>Proposal to Indigenous Services Canada (ISC)</p> <p>We hereby offer to sell to His Majesty the King in right of Canada, as represented by the Minister of Indigenous Services 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.</p> <p>Demande de Proposition (DPP)</p> <p>Proposition aux Services aux Autochtones Canada (SAC)</p> <p>Nous offrons par la présente de vendre à Sa Majesté le roi chef du Canada, représenté par le Ministre des Services aux Autochtones 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).</p>	<p>Solicitation / Client Reference No. - N° de l'invitation / N° référence du client</p> <p>1000254915</p>	
	<p>Date (YYYY/MM/DD) - Date (AAAA/MM/JJ)</p> <p>2024-07-02</p>	
	<p>GETS Reference No. - N° de reference de SEAG</p> <p>N/A</p>	
	<p>Solicitation Closes - L'invitation prend fin</p> <p>at - à : 2:00 P.M. on - le : July 22, 2024</p>	<p>Time Zone - Fuseau horaire</p> <p>Eastern Standard Time (EST)</p>
	<p>Address inquiries to - Adresser toutes questions à:</p> <p>karen.mezher@sac-isc.gc.ca</p>	<p>Buyer ID - ID de l'acheteur</p> <p>N/A</p>
	<p>Telephone No. - N° de téléphone</p> <p>873-354-8200</p>	<p>Facsimile No. - N° de télécopieur</p> <p>N/A - S.O.</p>
	<p>Destination of Goods, Services, and Construction - Destination des biens, services et construction</p> <p>Ottawa, Ontario</p>	<p>Delivery Required - Livraison exigée</p> <p>See herein - Voir dans la présente</p>
	<p>Security Requirements - Exigences relatives à la sécurité</p> <p>Yes, see herein - Oui, voir dans la présente</p>	

Vendor/Firm Information / Information du fournisseur / de l'entrepreneur
(Include signed copy with bid - Prière d'inclure une copie dûment signé avec la proposition)

<p>Vendor/Firm Name - Raison social et adresse du fournisseur / de l'entrepreneur:</p> <p>Address - Adresse:</p> <p>Telephone No. - N° de téléphone: Facsimile No. - N° de télécopieur:</p>	<p>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</p> <p>Name - Nom:</p> <p>Title - Titre:</p> <p>_____</p> <p>Signature Date (YYYY/MM/DD) - Date (AAAA/MM/JJ)</p>
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PART 1 - GENERAL INFORMATION

1.1 Introduction

The intent of this Request for Proposal (RFP) is to award one (1) contract for Ophthalmologist Consultant Services in support of the Non-Insured Health Benefit (NIHB) Program for the Medical Supplies and Equipment (MSE) Review Centre on an as and when required basis. The estimated level of yearly effort is 27 hours. The initial contract period is three (3) years from contract award, with two (2) additional one (1) year option periods.

1.2 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder 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. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's security capabilities must be met as indicated in Part 6 - Resulting Contract Clauses.
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.

1.3 Statement of Work

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

1.4 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [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](#) (2023-06-08) 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: 180 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.

Bids transmitted by .zip files will not be accepted.

Hyperlinks within bids 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 [Guide to the Proactive Publication 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.

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

Section I: Technical Bid (PDF Format);
Section II: Financial Bid (PDF Format);
Section III: Certifications (PDF Format);
Section IV: Additional Information (PDF Format)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in Canadian Funds and in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Bid

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

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section III: Certifications

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

Section IV: Additional Information

3.1.4 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

- 3.1.4.1** 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

- 3.1.4.2** 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.

ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed hourly rate (in CAN\$) for their proposed resource.

The all-inclusive fixed per hour rates **MUST** be inclusive of all payroll, overhead costs and profits required for the Offeror to complete the work under the contract.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Period	All-inclusive fixed Hourly Rate (\$CAN)	Volumetric Data (estimated # of hours)	Total
	A	B	C = A x B
Period 1 – Upon Award to September 30, 2027			
Ophthalmologist's Professional Fees	\$ _____	81 hours	\$ _____
Total Period 1:			\$ _____
Option Year 1 – October 1, 2027 to September 30, 2028			
Ophthalmologist's Professional Fees	\$ _____	27 hours	\$ _____
Total Option Year 1:			\$ _____
Option Year 2 - October 1, 2028 to September 30, 2029			
Ophthalmologist's Professional Fees	\$ _____	27 hours	\$ _____
Total Option Year 2:			\$ _____
Evaluated Price (Applicable Taxes excluded):		\$ _____	
(CAN) (i.e., sum of: Total Period 1 + Total Option Year 1 + Total Option Year 2)			
Applicable Taxes			GST:
Insert the amount, as applicable:			HST:
			PST:

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

The bidder must propose one (1) resource only as the Ophthalmologist.

References:

For the purposes of submitting a bid, providing contact information for references is not required, however, Indigenous Services Canada (ISC) reserves the right to request for references from the bidder following bid submission (i.e. during the evaluation process) for any or all of the mandatory and point rated criteria to verify the accuracy and veracity of the information provided in the bidder's proposal. Where the Contracting Authority is unable to reach the bidder's reference, the Contracting Authority will notify the bidder of same and attempt to contact the bidder's reference again. If the Contracting Authority is still not able to contact the bidder's reference, the Bidder will have up to five (5) business days to provide the Contracting Authority with alternate contact information. Failure to do so or inability of the Contracting Authority to reach the bidder's reference that can corroborate the information in the bid may render the Bidder's bid non responsive.

4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria	Page# (Bidder must insert the page # where the information can be found in their bid)	Meet / Does not Meet Criteria
<p>M1 Licensing with Membership in Good Standing</p> <p>The bidder's proposed resource as the Ophthalmologist MUST be a Fellow of the Royal College of Surgeons Canada (FRCS(C)) and an active member of the Canadian Ophthalmological Society (COS). The Ophthalmologist must provide proof of these current memberships/registrations in their bid.</p> <p>An Active COS member shall be a physician who has received certification of fellowship in ophthalmology from the Royal College of Physicians and Surgeons of Canada, or who has</p>		

<p>received a diploma of the American Board of Ophthalmology or their equivalent, or has received certification by the board of the province in which they practice, or holds other specialist qualifications in ophthalmology as shall be acceptable to the Provincial Board.</p> <p>Indigenous Services Canada reserves the right to confirm the proposed resource as Ophthalmologist's memberships to the Fellow of the Royal College of Surgeons Canada and the Canadian Ophthalmological Society directly with those organizations.</p>		
<p>M2 Proposed Resource's Résumé</p> <p>The bidder must provide the proposed resource's résumé outlining the proposed resource's education and work experience as Ophthalmologist, including the year(s) when the education and work experience were completed. The résumé should not exceed three (3) pages in length.</p>		

4.1.1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive.

Point-Rated Technical Criteria	Page # (Bidder must insert the page # where the information can be found in their bid)	Maximum Points	Points allocated	Comments
<p>R1 Years of Clinical Experience as an Ophthalmologist</p> <p>The bidder's proposed resource as the Ophthalmologist should have twelve (12) months or more of clinical experience while a Fellow of the Royal College of Surgeons Canada (FRCSC) working full-time (37.5 hours a week or more) or the equivalent number of hours part-time (15 hours a week to less than 37.5 hours a week), in the last sixty (60) months from the date of the posting of this RFP, outlining for each relevant experience at a minimum the following information:</p> <p>a) the location where the work was</p>		6		

<p>performed in the following format: the clinic/facility name, city and province;</p> <p>b) the start and end date of the work experience in the following format: month/year to month/year</p> <p>Points will be allocated as follows:</p> <p>0 points = no or less than 12-months clinical experience 2 points = 12 to 35 months of clinical experience 4 points = 36 to 59 months of clinical experience 6 points = 60+ months of clinical experience</p>				
<p>R2 Writing Reports in English and French</p> <p>The bidder's proposed resource as the Ophthalmologist should have experience writing medical reports in English, and ideally in English and French, outlining at a minimum the following information:</p> <p>a) brief description (up to 100 words maximum) of the medical reports and what language was used. The description should contain the type of report written (such as insurance reports, guidelines, etc.)</p> <p>Points will be allocated as follows:</p> <p>0 points = no experience writing reports 2 point = experience writing report(s) in English 4 points = experience writing report(s) in English and French</p>		4		
<p>R3 Experience developing policy guidelines</p> <p>The bidder's proposed resource as the Ophthalmologist should have experience writing health policy guidelines (drafting or reviewing or revising), outlining at a minimum the following information:</p> <p>a) a brief description (up to 100 words maximum per policy) of the policy guidelines developed.</p> <p>Points will be allocated as follows:</p> <p>0 points = no experience in developing policy guidelines 1 point = developed one (1) policy guideline 2 points = developed two (2) policy</p>		5		

	<p>guidelines 3 points = developed three (3) policy guidelines 4 points = developed four (4) policy guidelines 5 points = developed five (5) policy guidelines or more</p>			
R4	<p>Clinical experience working with First Nations and/or Inuit peoples of Canada</p> <p>The bidder's proposed resource as the Ophthalmologist should have twelve (12) months or more of clinical experience while a Fellow of the Royal College of Surgeons Canada (FRCSC) within the last sixty (60) months from the date of the posting of this RFP working with the First Nations and/or Inuit peoples of Canada, outlining at a minimum the following information:</p> <p>a) the start and end date of the work experience in the following format: month/year to month/year; b) brief description (up to 100 words maximum) of the type of work and the clientele served.</p> <p>Points will be allocated as follows:</p> <p>0 points = no or less than 12-months clinical experience working with First Nations and/or Inuit peoples 1 point = 12 to 23 months of clinical experience working with First Nations and/or Inuit peoples 2 points = 24 to 35 months of clinical experience working with First Nations and/or Inuit peoples 3 points = 36 to 47 months of clinical experience working with First Nations and/or Inuit peoples 4 points = 48 to 59 months of clinical experience working with First Nations and/or Inuit peoples 5 points = 60+ months of clinical experience working with First Nations and/or Inuit peoples.</p>		5	
	TOTAL MAXIMUM POINTS		20	
	MINIMUM PASS MARK – 60% (12 points out of 20 total points)		12	

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 12 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 20 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

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 Annex E – Certification – San'yas Indigenous Cultural Safety Online Training

Bidders must submit their signed copy of Annex E – Certification – San'yas Indigenous Cultural Safety Online Training with their bid.

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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

5.2.3.2 Education and Experience

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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: 1000254915

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 His 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 "D"; 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 (to be identified at contract award)

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

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indigenous Services Canada (ISC); and
- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 – Standard Clauses and Conditions.
- c) Section 10, Subsection 1 is amended as follows:

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

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

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

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

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

6.3.2 Supplemental General Conditions

4008 (2008-12-12), Personal Information, apply to and form part of the Contract

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to September 30, 2027 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 at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Karen Mezher
Title: Sr. Procurement Officer
Indigenous Services Canada
Materiel and Assets Management Directorate
Address: 10 rue Wellington, Gatineau, QC, K1A 0H4

Telephone: 873-354-8200
E-mail address: karen.mezher@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 (to be identified at contract award)

The Project Authority for the Contract is:

Name:
Title:
Organization:
Address:

Telephone:
Facsimile:
E-mail address:

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

6.5.3 Contractor's Representative (*to be identified at contract award*)

Name:
Title:
Organization:

Address:
Telephone:
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: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex "B".

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____.
Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or

- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.7.3 Method of Payment – Monthly Payment

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

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

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument:

- a) Direct Deposit (Domestic and International);

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 monthly progress report.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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 _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

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 **4008** (2008-12-12), Personal Information;
- (c) the general conditions **2010B** (2022-12-01), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Security Requirements Agreement;
- (h) Annex E, Certification – San'yas Indigenous Cultural Safety Online Training;
- (i) the Contractor's bid dated _____ (**to be 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 Insurance

SACC Manual Clause G1005C (2016-01-28), Insurance - No Specific Requirement

6.14 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)).

6.15 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

ANNEX "A"

STATEMENT OF WORK

1. Title: Ophthalmologist Consultant Services

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

2. Terminology

FNIHB	First Nations and Inuit Health Branch
ISC	Indigenous Services Canada
MSE Review Centre	Medical Supplies and Equipment Review Centre
NIHB Program	Non-Insured Health Benefits Program
VPN	Virtual Private Network

3. Objective

The Non-Insured Health Benefits (NIHB) Program of the First Nations and Inuit Health Branch (FNIHB) of Indigenous Services Canada (ISC) requires the services of one (1) Ophthalmologist on an "as and when required" basis to evaluate requests for vision care benefits in support of the Medical Supplies and Equipment (MSE) Review Centre.

4. Background

- 4.1 Indigenous Services Canada's Non-Insured Health Benefits (NIHB) Program provides a specified range of medically necessary health-related goods and services to approximately 900,000 eligible registered First Nations and recognized Inuit, when these goods and services are not already provided through private insurance plans, provincial or territorial health and social programs, or other publicly funded programs.
- 4.2 The objectives of the NIHB Program are to provide benefits to registered First Nations and recognized Inuit in a manner that:
 - a) is suitable to their unique health needs;
 - b) helps eligible First Nations and Inuit to reach an overall health status that is comparable to other Canadians;
 - c) is cost effective; and
 - d) will maintain and improve health, prevent disease and assist in detecting and managing illnesses, injuries, or disabilities.
- 4.3 The NIHB Program operates according to a number of guiding principles:
 - a) All registered First Nations and recognized Inuit individuals who are normally residents of Canada, and not otherwise covered under a separate agreement with federal, provincial or territorial governments, are eligible for NIHB, regardless of location in Canada or income level;
 - b) Benefits are based on the judgment of recognized medical professionals, consistent with the best practices of health services delivery and evidence-informed standards of care;
 - c) There is national consistency of mandatory benefits, equitable access and portability of benefits and services;
 - d) The NIHB Program is to be managed in a sustainable and cost-effective manner;
 - e) Management processes will involve transparency and joint review structures

- whenever agreed to with First Nations and Inuit organizations; and
- f) In cases where a benefit is covered under another health care plan, the NIHB Program will act to coordinate payment in order to help ensure that the other plan meets its obligations and the client is not denied service.

4.4 In terms of this specific requirement, the Medical Supplies and Equipment (MSE) Review Centre does not have staff with the expert knowledge in the field of vision care, nor the knowledge of the large assortment of vision care benefits, their use, costs, possible alternatives on the market and reasonable replacement periods. As a consequence, NIHB requires the services of an ophthalmology consultant to evaluate certain requests for vision benefits in support of the Non-Insured Health Benefits (NIHB) program.

5. Scope

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

6. Tasks

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

- 6.1 Review requests for coverage for vision care benefits
- 6.2 Conduct research and assist with the development of NIHB guidelines and policies as required.
- 6.3 Provide professional advice on issues and/or responses to medical questions.

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

- 6.4 Follow all applicable NIHB policies, procedures, guidelines and templates as provided by NIHB management for the Program.
- 6.5 Ensure confidentiality of information to protect physician/patient relationships and follow the Privacy Code used by ISC for the confidentiality of information.
- 6.6 Ensure security and working dispositions such as:
- a) Storage of all client files in a secure area, under lock and accessed only by the Contractor's resource working for the NIHB Program, if necessary;
 - b) disposition of any internal policy documents when they are no longer required must be done under supervision, by permission of the Manager, NIHB MSE Review Centre and according to accepted practices, such as shredding or incineration unless otherwise advised by the Project Authority;
 - c) Internet access for e-mail transmissions; and
 - d) Management of patient digital records or correspondence with the NIHB Program must be done only through the ISC Citrix environment or secure VPN (for use of MS Outlook email system, MS Teams and GCDocs).

- 6.7 Provide professional advice for other related NIHB MSE Program initiatives, upon request by the Project Authority.

7. Deliverables

- 7.1 The Contractor will complete and submit in writing one (1) copy of their recommendation to the Project Authority on the Consultant Recommendation form provided by the NIHB Medical Supplies and Equipment (MSE) Review Centre. The forms are expected to be completed in the original submitted language. In most situations, unless otherwise agreed to by both parties, the recommendation is to be submitted within three (3) days of receiving the request.
- 7.2 The Contractor will complete and submit in writing one (1) copy of a report or revision for a vision benefit to the project authority. In most situations, unless otherwise agreed to by both parties, the report is to be submitted within seven (7) days of receiving the request. The written report must include:
- a) A summary of relevant research articles, studies, and publications related to the vision topic;
 - b) A summary of the key findings and conclusions from the literature review;
 - c) A draft policy based on the literature review and the contractor's expertise and knowledge of the field of ophthalmology.
- 7.3 The Contractor will complete and submit in writing one (1) copy of their professional advice and/or responses to medical questions on issues raised by the Project Authority related to NIHB vision benefits. In most situations, unless otherwise agreed to by both parties, the recommendation is to be submitted within three (3) days of receiving the request.

8. Reference Documents

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

- a) NIHB Directives and Guidelines relating to the applicable programs, that is available online at <https://www.sac-isc.gc.ca/eng/1579545788749/1579545817396>
- b) NIHB Policy Interpretations;
- c) NIHB Privacy Policy, available online at <https://www.sac-isc.gc.ca/eng/1578072742668/1578072802513>;
- d) Administrative Procedures and
- e) Recommendation form

9. Location of the work

The work is expected to be performed at the Contractor's site. All work will be done virtually.

10. Language of the work

The Contractor must be able to understand, read and write in English. The work will be completed in English for a unilingual resource, and will be completed in English and French for a bilingual resource.

11. Travel

No travel will be required.

12. Constraints

- 12.1 The NIHB Medical Supplies and Equipment (MSE) Review Centre requires that all requests for vision care benefits be evaluated by the Contractor within three (3) days for regular review and one (1) day for urgent reviews.
- 12.2 In addition, to ensure timely delivery of the services to NIHB, the Contractor must:
- a) be available to respond to NIHB demands for case reviews or other related work;
 - b) be available during normal working hours from 9:00 to 16:00 in the contractor's time zone to contact service provider(s) or prescribers to discuss client needs upon the request from the MSE Review Centre Representative - within the time lines identified at the time the request is made;
 - c) be able to respond to NIHB requests, in writing, by e-mail transmissions, and occasionally by telephone, within the restricted time period (section 11.1); and
 - d) In order for the Project Authority to manage reviewer workloads and maintain review response times, the Contractor must provide one (1) week' written notice to the Project Authority of any anticipated absence of more than three (3) business days.
 - e) The contractor must be working clinically meaning providing ophthalmology services in a direct patient care role
 - f) The contractor must complete the San'yas Indigenous Cultural Safety Online Training within 6 months of contract award (Refer to Annex E). If previously completed, the contractor must submit their certification of completion.

13. Support provided by Canada

- 13.1 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 government of Canada issued laptop with departmental imaging/setup (to be returned to ISC if contract is terminated or at end of contract);
 - d) limited network access to ISC through the ISC Citrix environment or Virtual Privy Network (VPN) connection access.
 - e) any other relevant information to support the review of the request.
- 13.2 Further, once the Contractor has completed their recommendation on a request, it will be reviewed and signed off by a ISC Nurse Reviewer who has been assigned responsibility for ensuring that the recommendation is in compliance with Program Policy.
- 13.3 The Project Authority will monitor and evaluate to the satisfaction of the Project Authority the Contractor's professional advice and recommendations for consistency of application to the NIHB Program criteria and guidelines.
- 13.4 Meetings: The Project Authority may provide upon the commencement of the Contract up to a half day teleconference with each of the Contractors to familiarize the Contractors' resources with the current workload and types of files that will need to be reviewed.

ANNEX "B"
BASIS OF PAYMENT

The Contractor will be paid the all-inclusive fixed hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Description	All-inclusive fixed hourly rate (\$CAN) Contract Award to September 30, 2027	All-inclusive fixed hourly rate (\$CAN) Option Year 1 October 1, 2027 to September 30, 2028	All-inclusive fixed hourly rate (\$CAN) Option Year 2 October 1, 2028 to September 30, 2029
Ophthalmologist's Professional Fees	\$ _____	\$ _____	\$ _____

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat
1000254915
 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 / Région / Direction générale / Secteur / Direction / Région ISC/FNIHB/BMRSD/MSERC/NCR	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type : RFP
3. Brief Description of Work / Brève description du travail Ophthalmology medical consultative services for the NIHB MSE Review Centre	
4. Contract Amount / Montant du contrat \$ 67,800	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 Upon contract award to September 30 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 / Non <input checked="" type="checkbox"/> Yes / Oui
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / 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/l'entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?	If required <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
INFORMATION TECHNOLOGY (T) 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 checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / 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 checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
a) Email transmission / Transmission par courrier électronique :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / 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 / Non <input checked="" type="checkbox"/> Yes / 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 / Non <input type="checkbox"/> Yes / 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 sécuritaire)	

NCR#7087864 - v1

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 type="checkbox"/>	<input 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 type="checkbox"/>	<input 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 type="checkbox"/>	<input 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



Contract Number / Numéro du contrat
1000254915
 Security Classification / Classification de sécurité
 Unclassified

PART D – AUTHORIZATION / PARTIE D – AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) – Nom (en lettres moulées) Peggy McDougall		Title - Titre MSE Review Center Manager	Signature McDougall, Peggy
Telephone No. – N° de téléphone 1-613-866-2192	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel Peggy McDougall	Date May 24 2024
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) – Nom (en lettres moulées) Kevin Mallette		Title - Titre Security in contracting officer	Signature Mallette, Kevin
Telephone No. – N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel kevin.mallette@sac-isc.gc.ca	Date
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 checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) – Nom (en lettres moulées) Karen Mezher		Title - Titre Sr. Procurement Officer	Signature mezher, karen
Telephone No. – N° de téléphone 873-354-8200	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel karen.mezher@sac-isc.gc.ca	Date Date: 2024.05.24 13:09:10 -04'00'
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) – Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. – N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
 Unclassified



NCR#7087864 - v1

ANNEX "D"

SECURITY REQUIREMENTS AGREEMENT

Company name: (to be inserted at contract award)
 Requisition number/ Request for proposal: 1000254915
 Contract #: (to be inserted at contract award)

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.
	Fax	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The sending fax machine is located on the contractor's premises; • The sender contacts the recipient to confirm fax number and advise recipient of incoming fax; • Recipient is present at the fax machine ready to receive fax; and • Sender obtains confirmation from sender of receipt.
	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

		<p>passphrase meets the following complexity requirements:</p> <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
	CIRNAC/ISC Secure File Exchange Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC's Secure File Exchange service as long as following requirements are met:</p> <ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to the user by CIRNAC/ISC; and • The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (See annex 1 of security requirement agreement)
	CIRNAC/ISC Collaboration Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC's Collaboration service as long as following requirements are met:</p> <ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to each user by CIRNAC/ISC.
	Fax	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> • • The sending fax machines is located on the contractor's premises; • The sender contacts the recipient to confirm fax number and advises recipient of incoming fax; • Recipient is present at the fax machine ready to receive fax; and • Sender obtains confirmation from sender of receipt.

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.

Annex 1

Crown-Indigenous Relations and Northern Affairs Canada / Indigenous Services Canada (CIRNAC / ISC) Secure File Exchange Service

Acceptable Use Policy

You have been granted access to the Crown-Indigenous Relations and Northern Affairs Canada/ Indigenous Services (CIRNAC/ISC) Secure File Exchange Service. The purpose of this system is to facilitate sharing of information between CIRNAC/ISC and its business partners.

By using this system you acknowledge and agree to abide by the following terms and conditions:

- The service will **accommodate sensitive information up to, and including, Protected B.** Protected B information is defined as any information for which unauthorized release could cause serious injury to an individual, organization or government; prejudicial treatment; or loss of reputation or competitive edge.
- The system **will not** be used to share any information rated Protected C, Confidential, Secret or Top Secret.
- The CIRNAC/ISC Secure File Exchange Service is for authorized business use only.
- The service may be accessed by authorized participants only.
- Participants will protect and not share their credentials (user ID, password, etc.) with others or allow records of their credentials to be viewed by unauthorized individuals.
- Participants will protect and manage information obtained from the CIRNAC/ISC Secure File Exchange service to prevent disclosure to unauthorized individuals.
- Participants will access the service from personal or organizational workstations that are not intended for public use. This is intended to reduce the likelihood that user credentials or other sensitive information could be cached on the workstation and accessed by unauthorized individuals.
- Files shared via this service will remain available for a period of 48 hours only at which point the files will automatically be removed from the system.

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: _____

ANNEX "E"

CERTIFICATION – SAN'YAS INDIGENOUS CULTURAL SAFETY ONLINE TRAINING

The Bidder must sign and submit with their bid, Annex E – Certification - San'yas Indigenous Cultural Safety Online Training.

The bidder certifies that should a contract be awarded, the bidder or the bidder's proposed resource(s) will complete the San'yas Indigenous Cultural Safety Online Training within 6 months of contract award.

Signature

Date

If the bidder or the bidder's proposed resource has already completed this training, completion documents must be submitted with the technical bid.

Signature

Date

Course Description:

PHSA's San'yas Program is a unique, online training program that explores the pervasive effects of colonization and the underlying racist attitudes, stereotypes and implicit biases that perpetuate low socioeconomic and health indicators across Indigenous populations. It employs an anti-racist and decolonizing pedagogy to examine how the legacy of colonization has contributed to high rates of violence against Indigenous women, children and youth.

The indigenous cultural safety training courses are facilitated in an on-line environment within a customized platform developed and maintained by the San'yas Indigenous Cultural Safety Training Program. Skilled and experienced Facilitators (trained by the San'yas Indigenous Cultural Safety Training, PHSA Indigenous Health) guide and support participants through interactive learning modules.

The training employs interactive techniques to encourage participants to examine stereotyping and the consequences and legacies of colonization. The program is designed to allow learners to explore and process the training at their own pace, while also learning from the expertise of trained facilitators and the experiences of their peers. The San'yas program includes:

- Interactive online modules that are to be completed at the learner's own pace over an 8 week period;
- Discussion boards that provides individuals the opportunity to reflect on the training both privately and in a group setting;
- Facilitators for each cohort of 25 students, who are available to respond to participant questions, prompt discussions, monitor participant safety, and review participants journal entries;
- A pre- and post- training survey to benchmark learner progress and knowledge retention; and
- Resources for individuals who have completed the training and would like to learn more.

Duration: 8 to 10 hours over a period of up to 8 weeks

More information may be found at: <http://www.sanyas.ca/home>

Cost: FNIHB will reimburse 15 hours at the bidder's per hour rate.

Registration details to be provided by FNIHB.