

## REQUEST FOR PROPOSAL **DEMANDE DE PROPOSITION / SOUMISSION**

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

Bids must be submitted by email and must be submitted ONLY to the following email address:

Les soumissions doivent être présentées par courriel et UNIQUEMENT à l'adresse suivante :

soumission.bid@aadnc-aandc.gc.ca

## **REQUEST FOR PROPOSALS DEMANDE DE PROPOSITION**

#### Proposal to DIAND:

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out therefor.

#### Proposition aux MAINC:

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, représenté par le Ministre des Affaires indiennes et du Nord, aux conditions énoncées ou incluses par référence dans la présente et aux annexes cl-jointes, les services énumérés lcl sur toute feuille ci-annexée, au(x) prix indlqué(s).

Bidder - Soumissionnaire
Name - Raison sociale
Address - Adresse
Telephone Number - Numéro de téléphone
GST/HST Number - Numéro de la TPS/TVH
QST Number - Numéro de la TVQ

Title - Titre  Psycho-educational Assessment S	Services
Solicitation Number - Numéro de l'invitat 1000182733	tion
Date (YYYYMMDD) - Date (AAAAMMJ, 2017-01-13	J)
Solicitation Closes - L'invitation prend fin At - À 14:00	
On (YYYYMMDD) - Le (AAAAMMJJ) 2017-02-14	Eastern Standard Time (EST)
Contracting Authority - L'autorité cont	tractante

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Name - Nom

Wendy Webber

Telephone Number - Numéro de téléphone

819-934-6287

Facsimile Number - Numéro de télécopieur

819-997-7721

Email Address - Courriel

wendy.webber@aandc-aadnc.gc.ca

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

Ontario, Canada

Security - Sécurité

THIS REQUEST INCLUDES SECURITY PROVISIONS

Instructions:

See Herein - Voir aux présentes

Deilvery Required - Livraison exigée

See Herein - Voir aux présentes

Person Authorized to sign on behalf of Bidder Personne autorisée à signer au nom du soumissionnaire

Name - Nom

Title - Titre

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ANNEX "A"
STATEMENT OF WORK

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ANNEX "D"
TASK AUTHORIZATION FORM

#### TITLE: PSYCHO-EDUCATIONAL ASSESSMENT SERVICES

#### **PART 1 - GENERAL INFORMATION**

## 1.1 Security Requirement

- 1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 6 Resulting Contract Clauses;
  - the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
  - the Bidder must provide the address(es) of proposed sites(s) or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information
- 2. For additional information on security requirements, Bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Program of Public Works and Government Services Canada (http://ssi-iss.tpsqc-pwgsc.gc.ca/index-eng.html) website.

#### 1.2 Statement of Work

The Work to be performed is detailed at Annex "A".

## 1.3 Greening Government Operations

In April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Department of Indian Affairs and Northern Development (DIAND) procurements will be including more demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce their negative impact on the environment.

# 1.4 Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

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Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

## 1.5 Debriefings

After contract award, Bidders may request a debriefing on the results of the bid solicitation process. Bidders must make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person as determined by Canada.

## 1.6 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise concerns regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. Additional information on the services of the OPO is available at <a href="https://www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

## 1.7 Trade Agreements

N/A

## 1.8 Electronic Payment

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Bidders/Offerors' financial institution of choice.

If not registered for direct deposit payments, by entering into this procurement process, the Bidder/Offeror agrees to provide the information required to establish direct deposit by registering with the Department of Indian Affairs and Northern Development Electronic Payment Request form (<a href="http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435">http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435</a>) at contract award, and submit the form to the address provided.

#### **PART 2 - BIDDER INSTRUCTIONS**

## 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (<a href="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</a>) issued by Public Works and Government Services Canada.

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

The <u>2003</u> (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) Subsection 3. a. of Section 01 Integrity Provisions Bid of the Standard Instructions 2003 incorporated by reference above are deleted in their entirety and replaced with the following:

Insert:

3.

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
- c) Section 03 is amended as follows:

Delete: "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16"

- d) Section 05, Subsection 2, is amended as follows and renumbered accordingly:
  - Delete: d. "send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided in section 08";
  - Insert: d. send its bid only to the Bid Receiving Address specified on page 1 of the bid solicitation;
  - Delete: e. "ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid"
- e) Section 05, Subsection 4 is amended as follows:

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Delete: 60 days Insert: 180 days

f) Section 08 is amended as follows:

Delete: Subsections 1 - 3

Insert: Due to the nature of the bid solicitation, bids transmitted by facsimile to DIAND will not be accepted.

g) Section 12, Subsection 1 is amended as follows and renumbered accordingly:

Delete:

- a. "the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform";
- h) Section 17, Subsection 1 c) is revised as follows:
  - the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;
- i) Section 17, Subsection 3 is amended as follows:

Delete: "The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract."

Insert: "The bid must be signed by all the members of the joint venture. The
Contracting Authority may, at any time, require each member of the joint
venture to confirm that the representative has been appointed with full
authority to act as its representative for the purposes of the bid solicitation
and any resulting contract. If a contract is awarded to a joint venture, all
members of the joint venture will be jointly and severally or solidarily liable for
the performance of any resulting contract."

j) Section 20, is amended as follows:

Delete: Subsection 2.

## 2.2 Submission of Bids

- 2.2.1 Bids (and any amendments thereto) must be submitted only by Email to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date and time indicated on page 1 of the bid solicitation. DIAND will not assume responsibility for bids (and any amendments thereto) directed to any other locations. Bids submitted by any other means will not be accepted.
- 2.2.2 The total size of the Email, including all attachments, must not exceed 15 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the Email does not exceed this limit.

It is important to note that Email systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of Emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

#### 2.2.3 Email Submissions

In the Email containing their proposal, Bidders must clearly identify the RFP number in the Subject Line and must clearly identify the following in the body of the Email:

- Contracting Authority: Wendy Webber
- Closing Date: February 14, 2017
- Bidder's Name and Address
- "Tender Documents Attached"

#### 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 <u>Financial Administration Act</u>, 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;
- 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.

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"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

## Former Public Servant in Receipt of a Pension

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

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

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

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

#### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 Requirements and security provisions – instructions to Bidders for Contracts Agreements

- Pursuant to the Policy Government Security, the nature of the services to be provided under this Supply Arrangement requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and subcontractors to be assigned to conduct project work.
- 2. Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
- The Contractor and their personnel requiring access to PROTECTED A 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 appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.
- 5. The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List (attached hereto as Annex D): and

- b. Policy Government Security (Latest Edition)
- 6. For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:

In order to demonstrate compliance with this requirement, and , for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder's proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:

- a. Name of Company, Address and Phone Number;
- b. Company Security Officer Name and Telephone Number;
- c. Security Screening or Clearance Certificate Number;
- d. Level of GoC Security Screening or Clearance;
- e. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
- f. Effective Date of Screening or Clearance.

For Contractors and Proposed Resources Not Currently In Possession of a Valid Government of Canada Security Screening, at a Minimum Level of Reliability: At the time of proposal submission, Bidders MUST complete and submit the following certification:

CERTIFICATION				
If successful, as a duly authorized representation hereby certify that (Enter Firm/Contractor Naticular Courrently not in possession of a valid Government of the required Security Screening prior to provi	me) and all proposed resources that are ment of Canada Security Screening at the be sponsored by the Department to obtain			
Name of Duly Authorized Representative (Print)	Signature of Duly Authorized Representative			
Title	Date			

<u>Prior to commencing work under the contract</u>, for those Contractor resources **not** currently in possession of a valid Government of Canada Security Screening, the Department will require said company/resources to undergo the security screening process for the purposes of obtaining a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status through** the Canadian Industrial Security Directorate of Public Works and Government Services Canada.

This procedure is in accordance with the Departmental and *Policy on Government Security* (TBS July. 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Reliability Status** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. AANDC respects the privacy of Canadians, the information on this form is required for the purpose of providing security screening

assessments. It is collected under the authority of the Policy Government Security and is protected by the provisions of the Privacy Act in institutions which are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to perform the contract work that is associated with this Personnel Screening Request. Failure on the part of the Bidder's resources to comply with these requirements will result in those resources being deemed non-compliant, with no further consideration given. Non-compliant resources will be deemed ineligible to complete any work associated with this contract.

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

## 3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid as separate attachments to their Email as follows:

Attachment I: Technical Bid in PDF format to soumission.bid@aadnc-aandc.gc.ca

Attachment II: Financial Bid in PDF format to <a href="mailto:soumission.bid@aadnc-aandc.gc.ca">soumission.bid@aadnc-aandc.gc.ca</a>

Attachment III: Certifications to <a href="mailto:soumission.bid@aadnc-aandc.gc.ca">soumission.bid@aadnc-aandc.gc.ca</a>

Attachment IV: Additional Information soumission.bid@aadnc-aandc.gc.ca

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

Section 1: 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. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

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

Section IV: Additional Information

#### 3.1.1 Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures

3.1.1.1 As indicated in Part 1 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s) site(s) 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

3.1.1.2 The Company Security Officer (CSO) must ensure through the <u>Industrial Security Program (ISP)</u> that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

## 4.1 Evaluation Procedures

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

# 4.1.1 Technical Evaluation

# 4.1.1.1 Mandatory Technical Criteria

No.	Mandatory Criterion	Bidder Response	Met/Not Met
M1	The proposed psychologist must be registered with the College of Psychologists of Ontario. The proposed psychologist must provide a copy of the required certificate of registration.		
M2	The proposed psychologist must have a minimum of two years' experience within the last four year's performing psychoeducational assessments in Ontario.		
	The proposed psychologist must provide a maximum of three case work summaries (defined as a listing of case history summaries carried out within a specific school board or client organization) not referencing any personal confidential information.		
	The case work summaries must include, as a minimum:		
	a) The full legal or operating name and brief description of the client organization, (the names and addresses of the school boards for which the assessments have been provided);		
	<ul> <li>b) The dates/duration of the case work summaries;</li> <li>c) A brief description of the case work summaries, including scope, deliverables, objectives to be achieved, issues, intent and the results/outcomes of the work;</li> </ul>		
	d) The extent of the Proposed Resources' involvement in the project; and e) Client Reference Form: include the name and contact information for the School Administrator/School Superintendent who oversaw the assessments.		
	The offeror should use Table M3 – Reference Form – for each case work summary submitted. The offeror is encouraged to provide detailed responses for each of the requirements set out in the table. The offeror should copy Table M3 as required.		
	Canada reserves the right to contact the referenced School Administrator/School Superintendent to verify the accuracy of information provided within each case work summary. Failure on the part of the Bidder to provide accurate and current contact information may result in the Bidder's Proposal being deemed non-compliant and be given no further consideration in the evaluation process.		

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М3	The proposed psychologist must have experience performing psychoeducational assessments pertaining to the full range of identifications as defined by the Ministry of Education of Ontario. See link below.	
	http://www.edu.gov.on.ca/eng/general/elemsec/speced/iepstand/iepstand.pdf	
M4	The proposed psychologist must provide anonymous samples of assessments performed within the past 4 years which would support identification of the following exceptionalities: Intellectual: Developmental Disability, Intellectual: Mild Intellectual Disability, Communication: Learning Disability, Communication: Autism (ASD). The proposed psychologist must provide 1 sample for each exceptionality.	
M5	PROPOSED RESOURCE – SECURITY  The proposed psychologist must provide a valid Police Check with Vulnerable Sector Screening. The Police check must be submitted with the bid.	ři P

Ma necepture form	Bidder Name/Name of Psychologist:					
M2 REFERENCE FORM	Project # and Name:					
Name of Bidder/Psycholog	gist that worked on and invoiced the Project					
Please respond Yes or No t	o each of the following:					
1. Did the Bldder/Psychological	ogist meet the following critical factors?					
a) Completed the assessme	ent(s) on time	() Yes OR () No				
b) Stayed within Budget		() Yes OR () No				
c) Exhibit cultural sensitivity	to students	() Yes OR () No-				
d) Exhibit cultural sensitivity	to parents and staff	() Yes OR () No				
f) Provided recommendation	s that were meaningful to student outcomes?	() Yes OR () No				
g) Provided recommendation	ns that were practical in a school context?	() Yes OR () No				
2. Was the Bidder/Psychol	ogist primarily responsible for					
athe completion of the as	ssessments?	() Yes OR () No				
bfeedback of assessmen	it results?	() Yes OR () No				
3. Did the Bidder/Psychological	ogist provide					
a appropriate liaison with	school personnel?	() Yes OR () No				
b appropriate and professional communication with parents? () Yes						
ccontinuity of assigned personnel for the duration of the assessments and feedback?						
dquality and complete re	ports/assessments?	() Yes OR () No				
eaccurate and relevant re	eports and communication?	() Yes OR () No				
f Completed all reports in Ontario Student Record (OS	a professional manner suitable for parent and R)?	() Yes OR () No				
4. Would you retain the se	rvices of this Bidder/Psychologist again?	() Yes OR () No				
5. As the "Referee" providing this reference, I have read the Case Work Summary (ies) attached to this Reference form, and agree with the description of the work conducted by the Bidder for the project.						
Please complete and sign the following:						
Client Reference Name:						
Title:						
Organization Name:						
Telephone:						
Fax Number:						
Date:	Date:					

# 4.1.1.2 Point Rated Technical Criteria

No.	Point Rated Technical Criterion	Bidder Response	Maximum Rating	Rating
R1	Further to the two (2) years of demonstrated experience conducting psychoeducational assessments in Ontario as identified in M2, additional years of experience will be point-rated.  Points will be allocated as		10	
	follows: 2-5 years - 7 points 6-9 years - 8 points 10-15 years - 9 points 15+ years - 10 points			
R2	The proposed psychologist should demonstrate that he/she has completed psycho-educational assessments pertaining to a full range of identifications as defined by the Ministry of Education of Ontario and has provided meaningful recommendations for programming. The sample assessments meeting the requirements of M4 should demonstrate the complexity of cases and thoroughness of recommendations.		10	
	0 points for poor complexity 5 points for satisfactory complexity; 3-4 fulsome recommendations to support an identification and programming			
	6 points for good complexity; 5-6 fulsome recommendations to support an identification and programming			
)	7-8 points for very good complexity; 7-10 fulsome			

	recommendations to support an identification and programming			
	9-10 points for excellent complexity; over 10 fulsome recommendations to support an identification and programming	G <sup>2</sup>		-
R3	The proposed psychologist should demonstrate by providing evidence/examples (work summary (ies) of experience assessing First Nation, Inuit or Métis Children, not referencing any personal/confidential information.		10	
	The case work summary (ies) should include, as a minimum:			
	a) The names and addresses of the school boards for which the assessments have been provided;			
	b) The dates/duration of the case work summary (ies); c) A brief description of the case work summary (ies), including scope, deliverables, objectives to be achieved, issues,			
	intent and the results/outcomes of the work; d) The extent of the			
	Proposed Resources/Psycholo gists involvement in the project; and			
	e) Client Reference: at a minimum, include the name and contact information of the School			

		· · · · · · · · · · · · · · · · · · ·
Administrator/ School		
Superintendent.		
Superintendent.		
The offeror should use Table		
R3 – Reference Form – for	}	2
each case work summary		
submitted. The offeror is		
encouraged to provide		
detailed responses for each		69
of the requirements set out in		4.0
the table. The offeror should		."
copy Table R3 as required.		
Canada reserves the right		
to contact the referenced		
the School Administrator/		
School Superintendent to	1	l l
verify the accuracy of		
information provided	1	
within each work		
summary. Failure on the		
part of the Bidder to		
current contact		
information may result in		
the Bidder's Proposal		
receiving no points for this	1	
criterion	ji:	18
1 work summary :5 pts		7.
2 work summaries : 6 pts 3 work summaries : 7 pts		st
4 work summaries: 8 pts	Î	
5 work summaries: 9 pts	Ì	
6 work summaries: 10 pts		

Total Point Rated Criteria		Proposal must achieve a
R1-R3		minimum score of 70%
	/30	(21/30) on Point Rated
		Criteria to be considered
		further.

	Bidder Name/Name of Psychologist:				
R3 REFERENCE FORM	Project # and Name:				
Name of Bidder/Psychologist	that worked on and invoiced the Project				
Please respond Yes or No to e	ach of the following:	<u> </u>			
1. Did the Bidder/Psychologis	st meet the following critical factors?				
a) Completed the assessment(s	s) on time	() Yes OR () No			
b) Stayed within Budget		() Yes OR () No			
c) Exhibit cultural sensitivity to	students	() Yes OR () No			
d) Exhibit cultural sensitivity to	parents and staff	() Yes OR () No			
a) Provided recommendate outcomes?	tions that were meaningful to student	() Yes OR () No			
b) Provided recommendate context?	tions that were practical in a school	() Yes OR () No			
2. Was the Bidder/Psycholog	ist primarily responsible for				
athe completion of the asse	ssments?	() Yes OR () No			
bfeedback of assessment re	esults?	() Yes OR () No			
3. Did the Bidder/Psychologis	st provide				
a appropriate liaison with se	chool personnel?	() Yes OR () No			
b appropriate and profession	nal communication with parents?	() Yes OR () No			
ccontinuity of assigned pers	onnel for the duration of the assessments	() Yes OR () No			
dquality and complete repor	ts/assessments?	() Yes OR () No			
eaccurate and relevant repo	orts and communication?	() Yes OR () No			
f Completed all reports in a and Ontario Student Record (O	professional manner suitable for parent SR)?	() Yes OR () No			
4. Would you retain the service	ces of this Bidder/Psychologist again?	() Yes OR () No			
Work Summary (ies) attached	this reference, I have read the Case I to this Reference form, and agree with onducted by the Bidder for the project.	() Yes OR () No			
Please complete and sign the fe	ollowing:				
Client Reference Name:					
1					
Telephone:					
Fax Number:					
Signature:	Signature:				
Date:					

## 4.1.2 Financial Evaluation

- 4.1.2.1 The Financial Evaluation will be carried out by the Contracting Authority independent of the DIAND Evaluation Committee responsible for rating the Technical Offer. Financial Offers will be evaluated based on the methodology detailed below.
- 4.1.2.2 All of the information required in this section MUST appear in the Offeror's Financial Offer ONLY. The Offeror's Financial Offer MUST be submitted only by Email to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date and time indicated on page 1 of the bid solicitation. DIAND will not assume responsibility for bids (and any amendments thereto) directed in any other locations. Bids submitted by any other means will not be accepted.
- **4.1.2.3** Failure on the part of the Offeror to provide the information required within the Financial Offer Table will result in DIAND deeming the Offeror's Offer to be non-compliant, with the Offer being given no further consideration by DIAND.
- **4.1.2.4** For evaluation purposes, the proposed all-inclusive per assessment rates for the initial contract period, plus two (2) option periods will be averaged to derive to an average per assessment rate.
- 4.1.2.5 The Bidders fixed, all-inclusive per assessment rates MUST be inclusive of all payroll, overhead costs and profits required to complete the work. Note: Fixed rates are not to be quoted as ranges. Rates should not include such things as travel and administrative expenses or GST/HST.
- **4.1.2.6** Using the applicable Table provided below, Bidders are requested to provide firm per assessment rates.
- **4.1.4.7** Offerors **MUST** indicate the applicable fixed all-inclusive per assessment rate (CAD), for each of the initial contract period plus two (2) option periods of the contract up to and including August 31, 2019 using the tables below.
- **4.1.4.8 Fixed per assessment** rates should <u>not</u> include such things as travel expenses, living expenses, or transportation for any travel that may be authorized by and should <u>not</u> include GST/HST.

Rates proposed for the option years must be equal or greater than rate proposed in the initial contract period.

The Bidder must complete for each of the periods specified below, it's quoted all-inclusive fixed per assessment rate (in Can \$). DIAND will calculate the Bidder's average rates.

All-inclusive Per meeting Rate (CND\$) from September 1, 2017 to August 31, 2018	All-inclusive Per Assessment Rate (CND\$) September 1, 2018 to August 31, 2019	Average Per Assessment Rate
В	С	A+B+C/3
	meeting Rate (CND\$) from September 1, 2017 to August 31, 2018	meeting Rate (CND\$) from Rate (CND\$) September 1, 2017 to August 31, 2018  Assessment Rate (CND\$) September 1, 2018 to August 31, 2019

į	\$	\$	\$	\$
	Bidder's evaluation total averaged per assessment rates			

# 4.1.5 Sole Bid - Price Support

In the event that the Bidder's proposal is the sole bid received and is deemed responsive, DIAND may request one or more of the following as acceptable price support:

- a) Current published price list indicating the percentage discount available to the federal government; and/or
- b) Paid invoices for like services sold to other customers; and/or
- c) A price certification statement; and/or
- d) Any other supporting documentation as requested.

#### 4.2 Basis of Selection

- **4.2.1** SACC Manual Clause A0027T, 2012-07-16, Basis of Selection Highest Combined Rated of Technical 70% and Price 30%
  - 1. To be declared responsive, a bid must:
  - a) comply with all the requirements of the bid solicitation; and
  - b) meet all mandatory criteria; and
  - obtain the required minimum of 21 points overall for the technical evaluation criteria which are subject to point rating.
     The rating is performed on a scale of 30 points.
  - 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
  - The Contract will be awarded based on a determination of Best Value taking into
    account both the technical merit of the Offers and the Financial Evaluation. Best Value is
    defined as the Highest Total Score.
  - 4. **4.2.3** The Offeror's Weighted Technical Score (/70) will be added to the Offeror's Financial Score (/30) to arrive at the Offeror's Total Score (/100).

J	<del></del>
Bidder's Technical Score Total Available Points	x 70= Prorated Technical Score
Lowest Averaged Rate Bidder's Averaged Rate	x 30 = Financial Score
Total Score	= /100

- 6. **4.2.4** In the event more than one (1) Offeror has the same Total Score, the Offeror with the Highest Technical Score will be ranked higher.
- 7. 4.2.5 DIAND will award one (1) Contract.

E

#### 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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## 5.1.2 Additional Certifications Required with the Bid

#### 5.1.2.1 Set-aside for Aboriginal Business

 This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see <u>Annex 9.4</u>, Supply Manual.

## 2. The Bidder:

- 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.
- 3. The Bidder must check the applicable box below:
  - i. () The Bidder is an Aboriginal 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 Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
- 4. The Bidder must check the applicable box below:

- i. () The Aboriginal business has fewer than six full-time employees. OR
- ii. () The Aboriginal business has six or more full-time employees.
- 5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
- 6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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

I am	(insert "an owner" and/or "a full-time employee") of
in Annex 9.4 of t Aboriginal Busin	(insert name of business), and an Aboriginal person, as defined he Supply Manual entitled "Requirements for the Set-aside Program for ness".
I certify that the Canada.	above statement is true and consent to its verification upon request by
Printed name of	owner and/or employee
Signature of own	ner and/or employee
Date	

- 1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in <u>Annex 9.4</u> of the Supply Manual.
- 2. 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.
- 3. 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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_cont ractor\_program.page?&\_ga=1.229006812.1158694905.1413548969).

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

#### 5.2.3 Additional Certifications Precedent to Contract Award

### 5.2.3.1 Status and Availability of Resources

SACC Manual clause A3005T, 2010-08-16, Status and Availability of Resources

#### 5.2.3.2 Education and Experience

SACC Manual clause A3010T, 2010-08-16 Education and Experience

#### **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of the contract:

## 6.1 Security Requirements

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

# SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PSPC FILE # 1000182733

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED A, issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PSPC.
- The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PSPC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED A.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PSPC.
- The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex
  - (b) Industrial Security Manual (Latest Edition)

## 6.1.2 Contractor's Site(s) or Premises Requiring Safeguarding Measures

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 (CSO) must ensure through the <u>Industrial Security</u>

Program (ISP) 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 Task Authorization

- A. Work described at Annex A, Statement of Work, will be performed under the Contract on an "as and when requested basis".
- B. With respect to the Work mentioned under paragraph A of this clause,
  - an obligation will come into force only when the Contractor receives a Task
     Authorization (TA), inclusive of any revisions, authorized and issued in accordance
     with this clause, and only to the extent designated in the authorized TA;
  - the TA Authority and limit will be determined in accordance with paragraph C of this clause:
  - the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
  - 4. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
  - the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D Task Authorization Form. An authorized TA is a completed Annex D signed by the TA Authority.

## C. TA Authority and Limit

The Project Authority may authorize individual TAs inclusive of any revisions up to a limit of \$\_\_\_\_\_ (insert amount), Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

D. The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 6.8.1 Basis of Payment, Cumulative Total of all authorized TAs, not being exceeded.

#### E. TA Process

For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D Task Authorization Form, containing as a minimum:

the task or revised task description of the Work required, including:

- a) the details of the activities or revised activities to be performed;
- a description of the deliverables or revised deliverables to be submitted; and
- c) a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
- the Contract security requirements applicable to the task or revised task;
- the Contract basis (bases) of payment applicable to the task or revised task; and

- the Contract method(s) of payment applicable to the task or revised task and the associated schedule of milestones.
- F. Within 3 calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:
  - the total estimated cost proposed for performing the task or, as applicable, revised task;
     a breakdown of that cost in accordance with Annex B:
  - and; for each resource proposed by the Contractor for the performance of the Work required:

the name of the proposed resource; the resume of the proposed resource; and a demonstration that the proposed resource meets: the Contract security requirements.

#### G. TA Authorization

- 1. The TA Authority will authorize the TA based on:
  - the request submitted to the Contractor pursuant to paragraph E of this clause;
  - the Contractor's response received, submitted pursuant to paragraph F of this clause; and
  - the agreed total estimated cost for performing the task or, as applicable, revised task.
- 2. The TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph F.2 of this clause.
- 3. The authorized TA will be issued to the Contractor by email.
- H. Minimum Work Guarantee All the Work Authorized TAs
  - "Maximum Contract Value" means the sum specified in Contract clause 6.8.1 Basis of Payment, Cumulative Total of all authorized TAs; and "Minimum Contract Value" means 5% of the Maximum Contract Value.
  - 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph I.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
  - 3. In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

- Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.
- Periodic Usage Reports Contracts with TAs
  - The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.
  - 2. No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs J.3 and J.4 of this clause in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The MSOffice spreadsheet must contain the data elements contained in paragraphs J.3 and J.4 of this clause.

- 3. For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:
  - the TA number appearing on the TA form;
  - the date the task was authorized appearing on the TA form;
  - the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
  - the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
  - the TA revision number:
  - the date the revision to the task was authorized:
  - the authorized increase or decrease (Applicable Taxes extra);
  - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
  - the total cost incurred for the task (as last revised, as applicable), Applicable Taxes
    extra;
  - the total cost incurred and invoiced for the task (as last revised, as applicable),
     Applicable Taxes extra;
  - the total amount of Applicable Taxes invoiced;
  - the total amount paid, Applicable Taxes included;
  - the start and completion date of the task (as last revised, as applicable); and
  - the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).
- 4. For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the sum (Applicable Taxes extra) specified in clause 6.8.1, Basis of Payment, Cumulative Total of all Authorized TAs, as last amended;
- the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total cost incurred and invoiced for all authorized tasks inclusive of any revisions,
   Applicable Taxes extra;
- the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
- the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

#### 6.4 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.

## 6.4.1 General Conditions

<u>2010B</u> (2016-04-04), 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 Indian Affairs and Northern Development (DIAND); 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)".
- e) Insert:

2010B 36 (2015-04-01) Indemnification

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The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

## 6.4.2 Supplemental General Conditions

**6.4.2.1** 4007 (2010-08-16) - Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information applies to and forms part of the Contract.

## 6.4.3 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)).

## 6.5 Term of Contract

#### 6.5.1 Period of the Contract

The period of the Contract is from Contract award to August 31, 2017 inclusive.

## 6.5.2 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 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 thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 6.5.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

#### 6.6 Authorities

## 6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Wendy Webber Title: Team Leader

Department of Indian Affairs and Northern Development Directorate: Materiel and Assets Management Directorate Address: 10 Wellington St., 13<sup>th</sup> Floor, Gatineau, QC, K1A 0H4

Telephone: 819-934-6287 Facsimile: 819-953-7221

E-mail address: wendy.webber@aandc-aadnc.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

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on verbal or written requests or instructions from anybody other than the Contracting Authority.

# 6.6.2 Project Authority

The Project Authority for the Contract is:

Name:	
Title:	
Department of Indian	Affairs and Northern Development
Directorate:	
Address:	<del>-</del>
Telephone:	
Facsimile:	
E-mail address:	

The Project Authority is the representative of the department 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.

## 6.6.3 Contractor's Representative

#### 6.7 Proactive Disclosure of Contracts with Former Public Servants

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

### 6.8 Payment

## 6.8.1 Basis of Payment

The Contractor will be paid in accordance with the basis of payment at Annex "B".

## 6.8.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- Canada's total liability to the Contractor under the Contract for all authorized Task
   Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$
   ———
   Customs duties are included and Applicable Taxes are extra.
- No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or

- as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 4. 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.

## 6.8.3 Method of Payment

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Department of Indian Affairs and Northern Development Electronic Payment Request form (<a href="http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435">http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435</a>), and submit the form to the address provided.

## 6.8.4 T1204 – Direct Request By Department

- **6.8.4.1** Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S. 1985, c. 1 (5<sup>th</sup> Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- **6.8.4.2** To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

## 6.9 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 6.4.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Each invoice must be supported by:
  - a. 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:
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
- Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 6.10 Certifications and Additional Information

## 6.10.1 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.

#### 6.10.2 SACC Manual Clauses

A3000C (2014-11-27) Aboriginal Business Certification

#### 6.11 Applicable Laws

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

# 6.12 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;
- the supplemental general conditions 4007, 2010-08-16, Canada to own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B, 2016-04-04, 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; and
- (g) Annex D, Task Authorization Form;
- (h) the Contractor's bid dated \_\_\_\_\_ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_ " or ", as amended on \_\_\_\_ " and insert date(s) of clarification(s) or amendment(s))

## 6.13 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

#### 6.14 Official Languages

Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.

#### 6.15 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

#### 6.16 JOINT VENTURE

[List Joint Venture m	embers]
	has been appointed as the "Lead Member" of the Joint Venture
and has full authority	to act as agent for each member of the Joint Venture with respect to
all matters relating to	this Contract:

The joint venture (the "Joint Venture") is comprised of the following members:

By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;

The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;

Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and

All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

#### **ANNEX "A"**

#### STATEMENT OF WORK

#### **SW1. Project Title**

Psycho-educational Assessment Services

#### SW2. Background

The Department of Indigenous and Northern Affairs administers five (5) Federal Schools at Six Nations of the Grand River First Nation. These Federal Schools provide instructional services to primary school aged children from Kindergarten to Grade 8. The department's goal is to ensure that eligible students in the community have access to educational programs and services in the Federal Schools which are comparable to those available to students in provincial public schools.

Special Education Program funding is available to assist the Federal Schools in providing appropriate programs to students with identified moderate to profound special education needs. Special needs students may have intellectual, communication, behavioral and/ or physical challenges, including learning disabilities.

Professional expertise, not available within the schools, is required to determine the eligibility and requirements for Special Education funding. Identified students require psychoeducational testing to assess the degree of their impairment and to formulate a corresponding plan of action to support their effective learning. This testing only can be conducted by qualified psychologists.

#### SW3. Objective

The purpose of the contract is to test identified students individually to determine if the student has a learning exceptionality, to assess the severity of their exceptionality, and to support the development of a special education program that will address their individual needs.

#### SW4. Scope of Work

The Contractor(s) shall perform the following to the satisfaction of the Departmental Representative:

- Conduct psychoeducational assessments for students that have been identified by teachers at the Federal Schools as requiring special assistance; analyze the results; and provide a written report for each individual student's records.
- Conduct parent/teacher conferences to discuss in detail the results of the psychoeducational assessments and provide recommendations for education program modification.
- 3) Provide information to the Federal School teachers, principals and administrators for the development of individual education plans which include goals, strengths, needs, accommodations and/or modifications to address each student's needs.

#### SW5. Output/Deliverable

The Contractor shall submit the following to the Departmental Representative:

 One (1) hard copy of each student assessment report for their Ontario Student Record (OSR) and one(1) hard copy for the parent of the child. The report shall provide details as to the type of tests administered, the results of the tests, and the interpretation of results.

The report will provide recommendations for education programming and recommendations for identification of student as per Ontario Ministry of Education definitions of exceptionalities. The report will confirm if the student qualifies for high cost funding in accordance with departmental policy.

#### SW6. Departmental Support

The Departmental Representative will:

- 1) Provide the Contractor with a list of students recommended for educational assessment.
- 2) Liaise with parents for the purpose of obtaining consent to testing; provide the Contractor with access to school property for the purpose of testing and ensure adequate space is provided to carry out the testing. Interviews will be pre-arranged by the principals of each Federal School.
- 3) Participate in parent/teacher conferences to review the results of the individual assessments and discuss recommended action plans.

It is not anticipated that any special equipment will be required to complete these tasks.

#### SW7. Confidentiality

It is understood and agreed that the Contractor shall, during and after the effective period of the contract, treat as confidential and not divulge information obtained in the course of the performance of the contract.

#### **SW8. Greening Government Operations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

Furthermore, in June 2008 the <u>Federal Sustainable Development Act</u> was passed to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that will make environmental decision making more transparent and accountable to Parliament. A Federal Sustainable Development Strategy is developed every three years that includes shrinking the environmental footprint of government operations. Green procurement is a key enabler of these objectives.

In accordance with the <u>Policy on Green Procurement</u> and Federal Sustainable Development Strategy, for this requirement:

#### General

- The Contractor is encouraged to offer or suggest green solutions whenever possible.
- b) The Contractor should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.

c) The Contractor should use green meetings practices when conducting workshops and meetings. Guides to green meeting practices are available through Environment Canada and the United Nations Environment Program.

#### **Travel**

- a) The Contractor is encouraged to work off-site to reduce commuting requirements where security requirements allow.
- b) The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- c) Where transportation is required, the Contractor is encouraged to use environmentally preferred modes of transportation, where feasible.
- d) The Contractor is encouraged to use accommodations with environmental ratings:

  Contractors of the Government of Canada may access the <a href="PWGSC Accommodation">PWGSC Accommodation</a>

  Directory to search for accommodations with Green Key and/or Green Leaf ratings that will honor the pricing for Contractors.

#### Paper Consumption

- a) The Contractor is requested to provide all correspondence including (but not limited to) their bid, documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
   Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Contracting Authority or Project Authority.
- b) Printed material is requested on paper that is EcoLogo certified or equivalent, certified as using fibre originating from a sustainably managed forest and/or minimum recycled content of 30%. Paper is also to be processed chlorine free, whenever possible.
- c) The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

#### Goods Used in Service Delivery

- a) It is desirable that the Contractor, in provisioning the Service, procure equipment, such as computer equipment, peripherals and telephony equipment that meet the most current environmental specifications used by the Government of Canada when procuring similar equipment, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers. Government of Canada environmental specifications can be found in the Green Procurement Plans available online or by contacting AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca.
- b) It is desirable that the Contractor, in provisioning the Service, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers.
  - c) The Contractor is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Contractor and used to deliver the Service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify A0632-002 (2016-05-16)

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for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.

#### ANNEX "B"

#### **BASIS OF PAYMENT**

#### A – Contract Period (Contract award to August 31, 2017)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

#### 1.0 Professional Fees

The Contractor will be paid per assessment as follows:

Psychologist	Rate per Assessment (in CDN \$)	Total Assessments (estimated)	TOTAL (In CDN \$)		
		15			
		GST/QST/HST			

Total Estimated Cost of Professional Fees: \$ (insert amount at contract award)

#### B- Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

#### B-1 Extended Contract Period (September 1, 2017 to August 31, 2018)

Psychologist	Rate per Assessment (in CDN \$)	Total Assessments (estimated)	TOTAL (in CDN \$)		
		15			
		GST/QST/HST			
		TOTAL			

#### B- Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

### B-1 Extended Contract Period (September 1, 2018 to August 31, 2019)

Psychologist	Rate per Assessment (In CDN \$)	Total Assessments (estimated)	TOTAL (in CDN \$)
		14	
		GST/QST/HST	
		TOTAL	

## ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

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Canada

# Aboriginal Affairs and Northern Development Canada

# IT Security Safeguard Requirements

**Contractor Name** 

**Competitive Contracts** 

**Contract Number** 

1000182733

**Document Number:** 

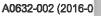
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Date:

June 03, 2016

**Designation / Classification** 

**Unclassified** 





### **Overview**

In accordance with the Security Requirement Checklist (SRCL) for contract 1000182733, the contractor will access and store Protected A data. It is the contractor's responsibility to ensure that this information remains secure at all times by complying with the Treasury Board's Policy on Government Security (PGS) (<a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=16578">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=16578</a>), the Management of Information Technology Security Standard (MITS) (<a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328&section=text">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328&section=text</a>) and Aboriginal Affairs and Northern Development Canada's (AANDC) Information Security Requirements listed within this document.

Public Works and Government Services Canada (PWGSC) may perform a site inspection to confirm and certify that the contractor meets these requirements. Items of non-compliance will be noted and communicated to the contractor and AANDC for immediate action.

The contractor will be provided a copy of this document and will therefore be aware of these security requirements as well as his or her responsibility to:

- Comply with these requirements;
- Immediately report the loss or theft of any media devices containing AANDC data to AANDC's Departmental Security Officer;
- Notify AANDC's Departmental Security Officer regarding any security breach or suspected security breach which could impact AANDC data; and
- Inform all staff who will be handling AANDC data of these requirements.

Failure to comply with these requirements is a breach of contractual obligations and may result in contract termination.

# <u>Possession, Transportation and Processing of Electronic</u> Departmental Data

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 AANDC data are equipped with up to date antivirus software which is configured to automatically receive and install product updates;
- Computing devices used to process AANDC 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://www.cse-cst.gc.ca/en/node/270/html/10572);
- 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 <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm</a> 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.

## Physical Storage of Departmental Data

When there is a requirement for the contractor to store electronic departmental data on their premises, the contractor must ensure that the data remains secure when not in use by adhering to the following requirements:

The encrypted portable media device(s) must be physically stored within an appropriate security container in accordance with the highest level of information sensitivity that is stored on the device. Such a security container must be present on the contractor's premises (Pro A and B = Padlock security Container / Pro C and Secret Integrated Dial Lock security container - refer to <a href="http://www.rcmp-grc.gc.ca/ts-st/reslim/pubs/seg/html/home\_e.htm">http://www.rcmp-grc.gc.ca/ts-st/reslim/pubs/seg/html/home\_e.htm</a> for more information).

## ANNEX "D" TASK AUTHORIZATION FORM

Contract Number	Ent	er the resulting	contract num	nber.		
Task Authorization (TA) Number	Instructions to the TA Authority: Enter the number here.					
Contractor's Name and Address Instructions to the TA Authority: Enter the name and address	ss here.			Fi.		
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Required Work Instructions to the TA Authority: The content of sections A, the instructions for Section A, click on the hyperlink.	B, C and	) below must be	in accordance	with the Contract. To view		

SECTION A – Task Description of the Work Required Instruction	ons for Section A
SECTION B - Applicable Basis of Payment Instructions for Section B	
SECTION C - Cost Breakdown of Task Instructions for Section C	
SECTION D- Applicable Method of Payment Instructions for Section D	
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By signing this TA, the Project Authority or the DIAND Contracting Autho	rity or both, as applicable, certify
(ies) that the content of this TA is in accordance with the Contract.	
En apposant sa signature sur cette AT, le chargé de projet ou l'autorité co lieu, les deux atteste(nt) que le contenu de cette AT respecte les condition	
Name of Project Authority - Nom du chargé de projet	
Signature	Date
Name of DIAND Contracting Authority - Nom de l'autorité contractante de MAINC	
Signature	Date
Contractor's Signature - Signature de l'entrepreneur	
Manager and Miles of Startle (A. et al. 1997).	
Name and title of individual authorized to sign for the Contractor	

## Solicitation No. – $N^{\circ}$ de l'invitation 1000182733

Nom et titre de la personne autorisée à signer au nom de l'entrepreneur		
Signature	Date	