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**LIST OF APPENDICES TO BE DISTRIBUTED AS AN ELECTRIC ATTACHMENT:**

Appendix A – Hypothetical Case Study  
Appendix B – Initial Assessment Report  
Appendix C – Labour Market Analysis  
Appendix D – Individual Written Rehabilitation Plan  
Appendix E – Progress Report  
Appendix F – Job Search Agreement  
Appendix G – Employer Contact Sheet  
Appendix H – RTW Follow-Up Report  
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Appendix K – Travel Expense Claim  
Appendix L – Demonstrated Network for Specialized Assessments  
Appendix M – Security Requirements Checklist (SRCL)

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications and additional information to be provided;
- Part 6            Security and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, the Insurance Requirements, the Standing Offer Business Volume Report, and the Integrity Provisions – Required Documentation.

### 1.2 Summary

Public Services and Procurement Canada (PSPC) on behalf of Employment and Social Development Canada, has a requirement to establish Regional Individual Standing Offers for the provision of Vocational Rehabilitation Services in the province of Ontario.

#### Area 1

- Essex
- Lambton
- Middlesex
- Perth
- Chatham-Kent

- Elgin
- Norfolk
- Oxford

**Area 2**

- Bruce
- Grey
- Huron

**Area 3**

- Simcoe
- Parry Sound
- Muskoka
- Haliburton
- Kawartha Lakes
- Nippissing
- Timiskaming
- Northumberland
- Peterborough

**Area 4**

- Halton
- Dufferin
- Wellington
- Waterloo
- Brant
- Hamilton
- Niagara
- Haldimand

**Area 5**

- Peel
- York
- Toronto
- Durham

**Area 6**

- Renfrew
- Ottawa
- Prescott and Russell
- Stormont, Dundas and Glengarry
- Leeds and Grenville
- Lanark
- Lennox and Addington
- Frontenac
- Hastings
- Prince Edward

**Area 7**

- Cochrane
- Sudbury

- Greater Sudbury
- Manitoulin
- Algoma

**Area 8**

- Kenora
- Rainy River
- Thunder Bay

**Period of Standing Offer:**

The period of standing offer will be one year from October 1, 2018 to September 30, 2019 and will include two separate and additional one year extension periods.

Overall value: \$ 2,654,370.00 HST included.

For additional information, please refer to Annex "A" – Statement of Work.

The requirement is limited to Canadian goods and/or services.

**1.3 Debriefings**

Offerors may request a debriefing on the results of the Request for Standing Offers process. Offerors should make the request to the Standing Offer Authority within fifteen (15) working days of receipt of the results of the Request for Standing Offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.1.1 SACC Manual Clauses

SACC Manual Clause M0019T (2007-05-25), Firm Prices and/or Rates.

### 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

### 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

#### Definitions

For the purposes of this clause,

"Fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful offeror is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"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 Offeror a FPS in receipt of a pension? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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](#).

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** ( ) **NO** ( )

If so, the Offeror 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 - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

## **2.5 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separate sections as follows:

Section I: Technical Offer - one (1) hard copy

Section II: Financial Offer - one (1) hard copy

Section III: Certifications - one (1) hard copy

Prices must appear in the financial offer only, located in Annex "B" – Basis of Payment. No prices must be indicated in any other section of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Offer

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

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex "B" – Basis of Payment. The total amount of Applicable Taxes must be shown separately, if applicable.

#### 3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

### **Section IV: Additional Information**

#### **3.1.2 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures**

**3.1.2.1** As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror'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

**3.1.2.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria See Annex B – Evaluation**

##### **4.1.1.2 Point Rated Technical Criteria See Annex B – Evaluation**

#### **4.1.2 Financial Evaluation**

For offer evaluation and offeror selection purposes only, the evaluated price of an offer will be determined in accordance with the Basis of Payment detailed in Annex C.

##### **4.1.2.1 Firm price and/or Rates**

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

##### **4.1.2.2 Evaluation of Price**

SACC *Manual* Clause [M0220T](#) (2016-01-28), Evaluation of Price

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 105 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 150 points.
2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

#### **4.2.2 Number of Offers**

It is anticipated that up to 3 offers will be recommended for award in each area.

#### **4.2.3 Issuance of Offers**

Offerors are advised that Offers will be issued as soon as confirmation of required Designated Organization Screening clearances are obtained in accordance with Part 6.

Some Offerors may already be in possession of the required clearance, and some may take some time in order to obtain the required clearance.

This could potentially impact on the distribution of work in accordance with Part 7A Standing Offer, Section 7 Call-up procedures, as the number of Offerors in the Area may change as required security clearances are obtained.

For each area, responsive offers will be ranked in ascending order of evaluated prices and will be recommended for issuance of a SO. If an Offeror has more than one responsive offer (for different Areas), only one SO which will combine the specific areas will be recommended for issuance to that Offeror.

## PART 5 – CERTIFICATIONS

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **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.

An Integrity declaration form must be submitted **only** when:

- the supplier, one of its affiliates, or a proposed first-tier subcontractor has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the [Ineligibility and Suspension Policy](#) (the "policy"); and/or
- the supplier is unable to provide any of the certifications required by the [Integrity provisions](#).

#### 5.1.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#) (9), Example 2, of the *Supply Manual*.

##### 5.1.2.1 SACC Manual Clause

A3050T (2014-11-27) Canadian Content Definition

## 5.2 Certifications Precedent to the Issuance of a Standing Offer

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process. Please see Annex “G” – Integrity Provisions – Required Documentation.

### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 Workers Compensation Certification- Letter of Good Standing

The Offeror must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Offeror must provide, within five (5) days following a request from the Standing Offer Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Offeror's good standing account. Failure to comply with the request may result in the offer being declared non-responsive.

#### 5.2.3.2 Status and Availability of Resources

#### SACC Manual Clause M3020T (2016-01-28)

## PART 6 – SECURITY AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (e) the Offeror 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. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors 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.

### 6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex "D" – Insurance Requirements.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

**7.1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work attached at Annex "A."

#### 7.2 Security Requirements

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

##### 7.2.1.1 Offeror's Sites or Premises Requiring Safeguarding

#### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. 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 B, issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.
2. 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/PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Appendix M (electronic attachment);
  - (b) Industrial Security Manual (Latest Edition)

**7.2.1.2** Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror'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

**7.2.1.3** The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

#### **7.3.1 General Conditions**

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "E." If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly 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;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period.

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer will be one year from October 1, 2018 to September 30, 2019.

#### **7.4.1.1 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two, 1 year periods, at October 1, 2019 and October 1, 2020 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 10 \_ days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **7.4.2 Delivery Points**

Delivery of the requirement will be made to the delivery point(s) specified in the individual call-up document. Potential points of delivery include those specified under section 1.2 Summary.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Janice Baird  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
7<sup>th</sup> Floor, John Cabot Building  
St. John's, NL A1C 5T2

Telephone: (709) 772-2999  
Facsimile: (709) 772-4603  
E-mail address: janice.baird@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.5.3 Offeror's Representative - *(to be completed by the Offeror)*

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

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

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

### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Employment and Social Development Canada (ESDC).

### 7.8 Call-up Procedures

Call-ups shall be issued on a proportional basis such that the highest-ranked Offeror receives the largest portion of the work. The Project Authority may issue call-ups in any order, to any Offeror, in accordance with the established percentages.

It is anticipated that up to three (3) offers will be recommended for award in EACH AREA. Depending on the number of Offers issued in each Area, the table below shall be used to assign the portion of work.

Number of Offerors	Proportion by % of call-ups Rank # 1	Proportion by % of call-ups Rank # 2	Proportion by % of call-ups Rank # 3	Proportion by % of call-ups Rank # 4	Proportion by % of call-ups Rank # 5	Client Discretion
1	100					
2	55	35				10
3	50	25	15			10

**NOTE:**

The number of Offerors in each geographic area may change as Offerors obtain the required Designated Organization Screening in accordance with Section 2. Offers will be issued immediately after evaluation to those Offerors who are already in possession of the required clearance. Depending on ranking and security clearance, the assignment of work as per table above may change.

**Example:**

3 compliant Offers are ranked, but only Offerors 2 and 3 have the required security clearance. Offers will be issued as though there are only 2 Offerors:

Offeror 2 receiving Rank # 1, and Offeror 3 receiving Rank # 2.  
Call-ups will be issued as per proportions above.

If Offeror 1 obtains clearance, the rankings will be readjusted as though there are 3 Offerors:

Offeror 1 receiving Rank # 1, Offeror 2 receiving Rank # 2, and Offeror 3 receiving Rank # 3.  
Call-ups will be issued as per proportions above.

Offerors are advised that if proportions are exceeded by readjustment of rankings, the remaining assignment of work will NOT be readjusted. Offerors shall have no claims against Canada for adjustments to defined proportions as a result of delays in obtaining the required security clearance.

**Example:**

In the scenario above, if Offeror 3 (ranked # 2) receives 25% of the work, and is then readjusted to Rank # 3 when Offeror 1 obtains clearance, it has already exceeded the proportion of work, and the extra 10% will be adjusted within the remaining proportions.

Adjustments to proportion of work rankings will be confirmed through formal Standing Offer amendments issued by the Standing Offer Authority.

**7.9 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:

- PWGSC-TPSGC 942 Call-up Against a Standing Offer
- PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
- PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
- PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

### 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Taxes included).

### 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (to be completed upon issuance of a Standing Offer) (Applicable Taxes included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### 7.12 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;

- c) the general conditions 2005 (2016-04-04, General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2016-04-04), General Conditions - Medium Complexity – Goods;
- e) the general conditions 2010C (2016-04-04), General Conditions - Medium Complexity – Services;
- f) Annex “A” - Statement of Work;
- g) Annex “B” – Evaluation
- h) Annex “C” - Basis of Payment;
- i) Annex “D” - Electronic Payment Instruments;
- j) Annex “E” - Insurance Requirements;
- k) Annex “F” - Standing Offer Business Volume Report;
- l) Annex “G” – Security Requirements Check List;
- m) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: “as clarified on \_\_\_\_\_” or “as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 7.13 Certifications

### 7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 7.13.2 SACC Manual Clauses

SACC Manual clause A0285C (2007-05-25) Workers Compensation  
SACC Manual clause M3020C (2016-01-28) Status and Availability of Resources  
SACC Manual clause M3060C (2008-05-12) Canadian Content Certification

## 7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **7.1 Requirement**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2010B (2016-04-04), General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

#### **7.2.2 Supplemental General Conditions**

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

#### **7.2.3 Protection and Security of Data stored in Databases**

1. The Contractor must ensure that all the databases containing any information related to the Work are located in Canada or, if the Contracting Authority has first consented in writing, in another country where:

a. equivalent protections are given to personal information as in Canada under legislation such as the *Privacy Act*, R.S. 1985, c. P-21, and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, and under any applicable policies of the Government of Canada; and

b. the laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent.

In connection with giving its consent to locating a database in another country, the Contracting Authority may, at its option, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.

2. The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).

3. The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any

kind) from all other databases, unless those databases are located in Canada (or in another country approved by the Contracting authority under subsection 1) and otherwise meet the requirements of this article.

4. The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.

5. The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.

6. Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

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

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

The Contractor will be paid firm rates, as per Annex "C" – Basis of Payment, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra, if applicable.

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

#### **7.5.2 Limitation of Price**

SACC Manual clause [C6000C](#) (2011-05-16), Limitation of Price

### **7.5.3 Multiple Payments**

SACC Manual clause H1001C (2008-05-12), Multiple Payments.

### **7.5.4 SACC Manual Clauses**

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
SACC Manual clause C0711C (2008-05-12), Time Verification

### **7.5.5 Electronic Payment of Invoices – Call-up**

*(As per the information provided by the Bidder in Annex “C” - Electronic Payment Instruments. This clause will be revised accordingly upon issuance of a Standing Offer.)*

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## **7.6 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **7.7 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex “E” The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 7.8 SACC Manual Clauses

A9068C	(2010-01-11)	Government Site Regulations.
A0285C	(2007-05-25)	Workers Compensation
A7017C	(2008-05-12)	Replacement of Specific Individuals

### 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))  
\_\_\_\_\_ (Insert name(s) of person(s))  
\_\_\_\_\_ (Insert name(s) of person(s))  
\_\_\_\_\_ (Insert name(s) of person(s))

### OFFEROR CONTACTS:

#### TECHNICAL:

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
e-mail: \_\_\_\_\_

#### INVOICING:

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
e-mail: \_\_\_\_\_

### 7.9 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## ANNEX "A" – STATEMENT OF WORK

**1.0 TITLE:** Provision / Coordination of Vocational Rehabilitation Services to Canada Pension Plan Disability (CPPD) Beneficiaries

**2.0 OBJECTIVES:** The objectives to be achieved by the service provider are:

- To provide individualized, reasonable and cost-effective vocational rehabilitation services to pre-approved CPPD beneficiaries who are identified as able to benefit vocationally; and
- To facilitate a return to substantially gainful employment within each CPPD beneficiaries' capacity and ability.

**3.0 BACKGROUND:**

The CPPD benefit, delivered by Service Canada on behalf of Employment and Social Development Canada (ESDC), is payable to people who have made enough contributions to the CPP and who are unable to work because of a severe and prolonged physical or mental disability. "Severe" means the person is unable to regularly work at any substantially gainful employment. "Prolonged" means the disability is likely to be of an indefinite duration.

The CPPD vocational rehabilitation (VR) program is available on a voluntary basis to selected CPPD beneficiaries, whose medical condition has stabilized and who are motivated to return to work.

The CPPD VR program was established to provide individualized, reasonable and cost-effective rehabilitation services to beneficiaries with all types of disabilities, whose medical condition is stable and who have a reasonable expectation of successfully returning to work at the substantially gainful level as defined by [section 68.1 of the Canada Pension Plan Regulations \(http://laws-lois.justice.gc.ca/eng/regulations/C.R.C.,\\_c.\\_385/page-11.html?txthl=68#s-68\)](http://laws-lois.justice.gc.ca/eng/regulations/C.R.C.,_c._385/page-11.html?txthl=68#s-68).

The two sections of the CPP Regulations that govern the delivery of the vocational rehabilitation program are [Section 69 \(2\) \(http://laws-lois.justice.gc.ca/eng/regulations/C.R.C.,\\_c.\\_385/page-11.html?txthl=69+2#s-69\)](http://laws-lois.justice.gc.ca/eng/regulations/C.R.C.,_c._385/page-11.html?txthl=69+2#s-69) and [Section 70 \(http://laws-lois.justice.gc.ca/eng/regulations/C.R.C.,\\_c.\\_385/page-11.html?txthl=70#s-70\)](http://laws-lois.justice.gc.ca/eng/regulations/C.R.C.,_c._385/page-11.html?txthl=70#s-70).

**4.0 SCOPE:**

Services are to be provided and coordinated with the goal of assisting CPPD beneficiaries who are approved to participate in VR, in becoming job ready to seek, obtain and sustain gainful employment. The responsibilities are shared between the participant, service provider and Service Canada's VR Case Manager (VRCM).

**4.1 SERVICE PROVIDER RESPONSIBILITIES:**

- To participate in an orientation session regarding the CPPD VR program and to adhere to the process as explained;
- To ensure that all staff have a current enhanced reliability status;

- To ensure that if providing services in an identified bilingual region, there are staff with the capacity to provide services in both official languages (i.e. French and English);
- To inform Service Canada of any staffing changes that may impact service delivery;
- To ensure that all proposed new staff (including third party sub-contractors) meet the requirements outlined in section 4.3 and provide proof of staff credentials (e.g. CV) and security screening results to the PWGSC contact listed;
- To ensure quality performance of the service provider's staff and any third party sub-contractors;
- To maintain open communication between all parties;
- To ensure quality services are provided;
- To play an objective role throughout the vocational rehabilitation process;
- To involve the participant in location selection for face to face meetings and to ensure that when meeting with the participant outside of their home, the location is accessible to their disability needs;
- To make a recommendation on the rehabilitation potential based on a comprehensive business case including estimated cost of the program;
- To implement the vocational rehabilitation plan and recommendations approved by the Service Canada VRCM;
- To ensure that the vocational rehabilitation plan does not negatively affect the participant's health and well-being;
- To continually assess the participant's vocational rehabilitation potential, identify barriers to successful completion of the vocational rehabilitation plan, and apply appropriate mitigating factors;
- To obtain an updated medical report only when directed by Service Canada;
- To collaborate with the Service Canada VRCM in exploring any cost sharing potential with co-insurers or non-profit agencies and securing the agreement in writing;
- To ensure that no services are initiated prior to receiving the individual contract from Service Canada;
- To pay all **approved** expenses for the rehabilitation program and submit invoices with receipts to Service Canada for reimbursement a minimum of every 30 calendar days;
- To monitor the financial status of the participant's specific call-up to ensure sufficient funds throughout the fiscal year; and
- To report any additional funds that may be required for the vocational plan as soon as they are identified and await an amended contract (if deemed necessary) before proceeding.

#### 4.2 SERVICE PHILOSOPHY:

CPPD beneficiaries who are trying to return to substantially gainful employment can expect the program to respond by assisting them to achieve the best possible employment outcomes. This is achieved through observance of the following principles:

- Qualities such as motivation, reliability and resilience are recognized as fundamental requirements for employment success;
- CPPD Beneficiary participation in vocational rehabilitation is voluntary;
- Access to vocational rehabilitation services is not withheld based solely on the nature of the participant's disability, age, length of time on the benefit or area of residence in Canada;
- Participants are guided toward the most direct route to employment based on existing opportunities in the local, regional, and/or national labour markets. A participant's employment options could include a return to the previous position, a modified position, or alternate employment opportunities. In some instances, participants may need to be re-trained for a new position and the service provider, in collaboration with the VRCM, will ensure quality, timely and cost effective interventions in the development of the vocational plan;
- Services are individualized and tailored to each participant's unique needs;
- Flexibility currently available within CPPD policy and legislation, for example allowable earnings, is used to maximize employment success;
- Services are provided with the highest ethical standards;
- Services foster independence and participation, and participants have a responsibility to follow through on their vocational rehabilitation plan;
- Efforts are made to identify and address barriers that impact a participant's ability to attend and successfully perform at work;
- Physicians, health care professionals and employers are key partners in addressing health, workplace and accommodation issues;
- Partnerships with co-insurers and other third party payers are sought to improve return to work outcomes for CPPD beneficiaries; and
- Consistent with broader trends in workforce support, a job development approach to job placement is to be considered when supporting participants with significant employment barriers.

#### **4.3 SERVICE PROVIDER STAFF:**

##### **Vocational Rehabilitation Consultants**

All staff working directly with CPPD beneficiaries require security clearance at an enhanced reliability level, and must meet the minimum work experience and educational attainment as defined in the evaluation criteria. Confirmation of education, experience, valid reliability status, as well as, any asset qualifications of proposed staff must be submitted to the Technical Authority for approval. Proof of Document Safeguarding Capability at the Protected B level and Designated Organization Screening at the Protected B from the Canadian Industrial Security Directorate must be submitted prior to commencing vocational rehabilitation service provider responsibilities.

##### Mandatory Minimum Criteria

All proposed staff/consultants must meet the following education requirements and work experience to be eligible for further evaluation:

Vocational Rehabilitation Consultants:

- University degree or a diploma in Social Sciences, Health Sciences, or Human Services; **AND**
- Minimum of two of the last three years of experience\* in the provision of Vocational Rehabilitation services.

Current registration as a Registered Rehabilitation Professional (RRP), Canadian Certified Rehabilitation Counselor (CCRC)/Certified Rehabilitation Counselor (CRC), Certified Vocational Rehabilitation Professional (CVRP), or Masters Level Canadian Certified Counsellor (CCC) will be considered as an asset. Bachelor or higher level university degree in Vocational Rehabilitation will be scored higher. Proposed staff who do not meet the minimum mandatory requirement will not be considered eligible for the work and will not be evaluated as part of a bidder's proposal. If there is no staff proposed by a bidder that meets the minimum mandatory requirement described above, the bid shall be considered a failed bid.

\*Experience refers to experience in Vocational Rehabilitation counseling, assisting disabled adults return to work. Areas of expertise include: assessment, career counseling, job development and job placement skills and the ability to interpret and implement the results of Vocational Rehabilitation tools and tests and specialized rehabilitation assessments.

Note: If a contract has been awarded, the service provider is not permitted to add additional staff to the contract; however, they are permitted to replace staff as long as the proposed staff member meets the requirements outlined above.

## **5.0 TASKS:**

Upon referral from the Service Canada VRCM, the service provider will deliver vocational rehabilitation services while respecting the agreed to roles of each party as explained in the orientation session. Details of the assessment, planning, and intervention phases will be explained in the orientation session to service providers. The service provider is not to proceed with any intervention or recommendation prior to the approval of the Service Canada VRCM and prior to receiving the contract for services from our department.

It must be noted that the assessment, planning, and intervention phases may not always be sequential. If it is determined that a participant may benefit by advancing to a phase without completing the previous phase, this can only be done by receiving approval by the Service Canada VRCM.

## **5.1 ASSESSMENT PHASE:**

An initial assessment is required for all CPPD beneficiaries who wish to participate in the Vocational Rehabilitation program. If the necessary information is attainable from a co-insurer or an alternate resource wishing to partner, the Service Canada VRCM may determine that their report may be used.

Initial assessments are conducted in-person at the participant's residence. It is acknowledged that in rare situations:

- In consultation with the participant and with approval of the VRCM, the service provider may conduct the assessment at a different location than the participant's residence. Where applicable, the location must be accessible to the participant.
- Approval must be obtained from the Service Canada VRCM to permit the assessment to be conducted by telephone interview or video conferencing equipment available through the local Service Canada office.

The information collected is required to demonstrate how the disability is affecting the participant and whether they are an appropriate candidate for the program. Exploration of the medical, psychological, social, educational and vocational components must be included.

If after the initial assessment it is determined that the participant is a suitable candidate for the VR program and the recommendation is to proceed with a draft Individual Written Rehabilitation Plan (IWRP), the Service Canada VRCM will confirm which components of the vocational confirmation / exploration activity must be completed prior to the development of the IWRP. For participant proceeding with the program, except those who are already working in an appropriate occupation, there must be research and confirmation of a suitable, realistic occupational goal prior to the approval of the IWRP and subsequent interventions.

If further information is required in order to determine the participant's suitability for the VR program or to further determine their needs, specialized assessments may be recommended and conducted by certified professionals.

## **5.2 PLANNING PHASE:**

Upon approval, the service provider, in collaboration with the Service Canada VRCM, will develop a draft IWRP after the completion of the assessment phase.

The final IWRP must be approved by the Service Canada VRCM prior to the implementation of **any** intervention. The plan should be monitored, re-evaluated and adjusted as necessary.

The IWRP must:

- be developed in collaboration with all key stakeholders: participant, Service Canada VRCM, service provider, physician or nurse practitioner, and co-insurer or other partnering agency (as applicable);
- not jeopardize the physical and mental health of the participant;
- identify the total projected cost for each activity, with start dates and expected duration per fiscal year (i.e. April 1<sup>st</sup> to March 31<sup>st</sup>);
- include a breakdown of service provider estimated hours of work for each activity paid on an hourly basis;
- include documentation from the training institution that outlines all related training costs;
- include a breakdown of estimated disbursements;
- specify short and long term goals that are specific, measurable, attainable, realistic and timely;
- identify existing and/or potential barriers/problems and ascertain strategies and services needed to reach the goals;
- indicate confirmed dollar amounts of any resources and funding options available to the participant;
- identify the responsibilities of the participant, Service Canada VRCM, the service provider and where applicable, the co-insurer;
- itemize co-insurer/other partnering agency participation including the financial expectations of each party;
- first be approved by the Service Canada VRCM before obtaining signatures of the other stakeholders.

An amended IWRP must be submitted by the service provider when there is a significant change in the participant's health status or a significant change to the original plan is recommended, such as a marked change in occupational direction, training and/or cost. Contact the Service Canada VRCM to discuss the need to amend the IWRP prior to commencing an amended IWRP.

Additional fees may be paid only where pre-approved by the VRCM and where the amendment is not the result of an error or omission on the part of the service provider. No fees are paid for minor adjustments or amended IWRPs completed without VRCM pre-approval.

### **5.3 INTERVENTION PHASE:**

The intervention phase involves the implementation of the IWRP with necessary on-going readjustments. For the purpose of this statement of work, the intervention phase is categorized into three types of activities to be offered:

1. Participant Development and Skills Training (job readiness);
2. Developing Job Search Skills; and
3. Follow-Up and On-the-Job Evaluation.

It is understood that during the intervention phase, case management and service coordination are an inherent part of the three activities of services to be provided by the service provider.

Case management and service coordination will include:

- reinforcement of realistic vocational goals;
- promotion of the participant's responsibility in his/her vocational rehabilitation program;
- monitoring progress and maintaining communication with all stakeholders;
- utilization of resources and other funding options;
- coordination of services with co-insurers or other agency partners;
- information gathering;
- medical management, which includes obtaining medical releases as required;
- assistance and support during unanticipated events;
- documentation of the overall IWRP; and
- providing support to the participant.

### **5.4 FINANCIAL SERVICES**

When a contract is for financial services only, the service provider will cover the costs of disbursements to participants, organizations and businesses. This may include but is not limited to tuition, books, supplies, clothing, employment supports and disability related needs. Upon approval from Service Canada the service provider will issue a cheque for the amount specified and forward the cheque for the prescribed amount. The service provider will invoice Service Canada the disbursement amount and an additional ½ hour of professional fees for administrative costs related to cheque issuing.

## 6.0. CONSTRAINTS:

- No activity should be initiated beyond the initial assessment without the authorization from the Service Canada VRCM;
- The IWRP cannot be implemented without the authorization of the Service Canada VRCM and concurrence from the participant and treating physician or nurse practitioner;
- The Service Canada VRCM is responsible for all decisions regarding the participant's vocational rehabilitation program and will decide whether the program should continue after the review of each report;
- The Service Canada VRCM will determine the frequency of monitoring in consultation with the service provider, the phase of the rehabilitation plan and the need of the participant, unless otherwise specified in the contract ;
- All correspondence and documents (electronic or otherwise) generated on the case are the property of the Crown and subject to the Privacy Act;
- All requests for copies of information from participant are subject to the Privacy Act and must be forwarded to the Service Canada VRCM who will then respond to the participant; and
- No "Skyping", "Face Time" or other video chat applications are allowed.

## 6.1 USE, RETENTION, DISPOSAL AND SECURITY OF INFORMATION

*The transmission of a participant's personal information <http://laws-lois.justice.gc.ca/eng/acts/p-21/page-1.html#h-5> (Protected B) is **not** to be sent by means of e-mail or fax. Rather, such information shall be transmitted by regular mail or courier, by a secure/electronic mechanism (once available), or by telephone. Participants' Personal information is to be stored in a secure place as per the Canadian Industrial Security Directorate.*

- For the purposes of allowing the service provider to perform the work under the contract, Service Canada shall make available to the service provider, in accordance with the section 69 and 70 of the *CPP* Regulations and other applicable laws governing the protection of information under its control, information required to assist the participant in their return to work, which is stored in ESDC's Personal Information Bank (PPU 146).
- For the purpose of performing the work under the contract, the service provider shall collect, on behalf of Service Canada, any required information as discussed with the Service Canada VRCM.
- The service provider shall:
  - inform the individual (i.e. vocational rehabilitation participant) of the purpose of the collection, including any statutory authority for the collection, of their right to refuse to provide any or all of the requested information and any possible consequence of such refusal, and of their right of access and correction.
  - make every effort to ensure the accuracy of the information collected.
  - not collect, use or disclose the information respectively referred to in sections 1 and 2 except for the purpose of performing the work under the contract.
  - maintain all information referred to in bullets 1 and 2 above, and make sure it is only accessible, in Canada.

- segregate all records containing information referred to in bullets 1 and 2 above (whether in electronic formation or in hard copy) from its other records, and keep all databases in which such records are to be maintained physically independent from all other database, directly or indirectly, which is located outside Canada.
  - ensure that all aspects of the processing of information referred to in bullets 1 and 2 above are conducted and only accessible in Canada.
  - ensure that every person of whom it retains to fulfil its obligations under this contract, knows and complies with all the terms and conditions of this contract with respect to the protection of information referred to in bullets 1 and 2 above.
- 
- Unless otherwise required by law or authorized in writing by the individuals to whom that information relates, the service provider will ensure that no information referred to in bullets 1 and 2 above, is disclosed to a third party for a purpose authorised herein, unless there is a written agreement between the service provider and the third party, imposing upon the third party obligations that are the same as those that are imposed upon the service provider under this contract with respect to the protection of this information.
  - The information referred to in bullets 1 and 2 above remains at all times under the control of Service Canada.
  - The information referred to in bullets 1 and 2 above is protected by the *Privacy Act* (<http://laws-lois.justice.gc.ca/eng/acts/p-21/>) and any other applicable federal laws governing the protection of personal information held by federal institutions.
  - The Service Provider must ensure that all personnel (employees, contractors, sub-contractors) requiring access to PROTECTED information, assets or work site(s) have a valid reliability status, granted or approved by the CISD, PWGSC, and are given access to VR participants' information on a need to know basis.
  - Unless otherwise required by law or authorised in writing by the individuals to whom that information relates, upon expiry or termination of the contract, whichever is earlier, the service provider shall (return to Service Canada) the information (paper or electronic) referred to in bullets 1 and 2 above copies thereof, if any. All paper files are to be sent back to the department following Protected B security (via mail: double enveloped, gum-sealed, with no security marking on the outer envelope). If electronic files exist, they are to be sent back to the department following Protected B security (as indicated above) by encrypted email or CD When returning records, information must be segregated by participant. This will be arranged in consultation with the Service Canada VRCM.

## 6.2 VALIDATION FOR PHYSICAL SECURITY:

- The Service Provider must comply with the provisions of the Security Requirements Check List (SRCL) and ESDC IT Security Architecture Assessment Document.
- The Service Provider must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding

and Production Capabilities at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

- Use a standalone desktop or notebook computer that is not connected to the Internet while processing sensitive documents.
- In following the 'principle of least-privilege', ESDC must only provide the service provider and its staff (contractors and sub-contractors) the minimum access required for individuals to perform their duties.

## 7.0 OUTCOMES / DELIVERABLES:

All reports must include required outcomes and deliverables as described below. Service providers may seek an extension from the VRCM in advance of the expiry of the timeframes indicated below. They must be submitted on service provider company letterhead and be signed by an eligible vocational rehabilitation consultant as described in section 4.3.

### **Assessment Phase:**

**Initial Assessment Reports:** Must be submitted within 30 calendar days of referral. If 30 calendar days is not attainable the service provider may ask for an extension up to a maximum of 60 calendar days, before the 30 day maximum is reached. All correspondence and documentation obtained and/or generated for the assessment must be attached to the report. (See Appendix "B")

**Vocational Confirmation/Exploration Activity Reports:** must include an analysis of the participant's vocational potential, results of specialized assessments, recommended occupational options and a decision as to whether or not to proceed at this time. All original correspondence and documentation obtained and/or generated during this activity-must be submitted within 30 calendar days.

**Labour Market Analysis Report:** Submitted as part of the Vocational Confirmation/Exploration and prior to initiating the IWRP. If requested by the Service Canada VRCM, a copy of the participant's labour market research must be submitted with the Labour Market Analysis Report (LMA). Note: In certain circumstances dependent on the participant situation, the Service Canada VRCM may indicate that the LMA Report is not necessary. (See Appendix "C")

**Specialized Assessment Reports:** will only be supported by the Service Canada VRCM when more specific information is needed to further determine a participant's rehabilitation potential and/or suitability to continue in the CPPD VR program. All original correspondence, documentation and interpretation, must be submitted 14 calendar days after completion of the assessment.

### **Planning Phase:**

**Individual Written Rehabilitation Plan (IWRP):** A draft IWRP must be submitted within 14 calendar days of completion of the vocational exploration/confirmation phase and must be approved by the Service Canada VRCM prior to obtaining stake-holder signatures. The IWRP must be signed by all stake-holders prior to the implementation of any intervention. (See Appendix "D").

**Cost Sharing Agreement:** An agreement between Service Canada and other vested stakeholders regarding the disbursements associated with the IWRP. Where applicable, the cost-sharing agreement

must be submitted with the IWRP. The agreement is to be signed by the SC VRCM and the stakeholder(s) to ensure the parties paying for the disbursements clearly understand their financial obligation.

**Amended Individual Written Rehabilitation Plan (AIWRP):** must be submitted as directed by the Service Canada VRCM when there is a significant change in the participant's health status or a significant change to the original IWRP. The amended return to work plan must be submitted within 14 days of VRCM approval to amend the IWRP.

**Intervention Phase:**

**Progress Report:** must be submitted a minimum of every 90 calendar days or at a greater frequency as negotiated with the Service Canada VRCM, normally only when activity justifies an update, and should follow the content outlined herein. All correspondence and documentation generated and/or obtained during the reporting period must be attached to the report. In addition to reporting all relevant activities within the period covered, the report should provide a summary of contacts including the dates, participant observations, emerging barriers, evidence of capacity or incapacity for work, specific recommendations (and justifications for significant changes), assessment on successful outcome(s), future outcomes and requested actions to the Service Canada VRCM. (See Appendix "E")

During the job search (5.3), a list of specific employer contacts must be included with the progress report. (See Appendix "F": Employer Contact Sheet Template)

The Service Canada VRCM may request a status report in specific circumstances i.e. when the level of expenditure has reached a certain limit.

**Unpaid or Voluntary Work Placement:** CPPD beneficiaries who are Vocational Rehabilitation participants working with service providers are not permitted to be involved in unpaid or voluntary work as part of their program unless the service provider or the employer has appropriate Workers Compensation or equivalent coverage. Proof of this coverage must be provided to the Service Canada VRCM in advance of any unpaid or voluntary work placement. The service provider is to provide a description of the placement details (job title, start date, work description and the goals to be accomplished during the placement).

**Job Search Agreement:** must be submitted to Service Canada prior to starting an approved job search period. The agreement must be signed by the participant and the service provider to confirm participant readiness to commence the job search. In consultation with the Service Canada VRCM, the agreement will identify:

1. the duration of the job search period (if after three months it is determined that the job search period should be extended , prior approval from the VRCM is required);
2. the number of required weekly employer contacts as confirmed by the Service Canada VRCM; and
3. the number of hours required for one-on-one job search assistance to be provided directly by the service provider.

Any extensions to the job search period and or changes to the volumes defined above require approval from the VRCM. Additionally, evidence of the weekly employer contacts may be requested on a regular basis.

If the participant is successful in their job search, the service provider is to notify the Service Canada VRCM with the employment details (job title, start date, salary, hours of work, etc.) and any accommodations in place to support the Return to Work (See Appendix "G": Job Search Agreement).

**Return to Work Follow-up Report:** a minimum of one report must be submitted at the end of the sixth week of each three month work trial period (additional reports may be required by the Service Canada VRCM). The report must include details of the job (title/type/earnings and amount of hours worked on a weekly basis), an evaluation of performance by the supervisor (if appropriate) and participant, identification of problems/issues, recommendations for workplace accommodations or specialized equipment, record of attendance at work (can be provided by the participant if not self-disclosed to the service provider), **copies of the pay stubs** and recommendations (See Appendix "H": Return to Work Follow-up Report).

**Closure Report:** must be submitted within 14 calendar days from the termination of vocational rehabilitation services. Content must include an overview of complete IWRP activities and outcomes, evidence of participant capacity or incapacity to return to a substantially gainful occupation (SGO), and total invoiced costs. If the participant is not successful with the IWRP, recommendations for next steps as discussed in collaboration with the VRCM are to be included. **All outstanding invoicing must be submitted with the final report.** (See Appendix "I": Closure Report)

## 7.1 INVOICING METHOD

All itemized invoices are carefully reviewed to ensure the integrity of the CPP fund. Invoices must be submitted a minimum of every 30 calendar days using the General Invoicing template (see Appendix "J"). Invoices with accompanying receipts along with each disbursement and progress report unless otherwise negotiated with the Service Canada VRCM.

Service providers must send in original invoices or certified copies of invoices as per the Treasury Board guidelines of Directive on Delegation of Financial Authorities for Disbursements: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=17060&section=text>. Payments will not be processed using "uncertified" copies.

A certified copy is one that is: stamped by the service provider indicating that: "this is a true copy of the original", signed, and dated by the service provider. If the service provider is submitting "certified copies", the original must be retained for a minimum of one (1) year beyond the end of the contract.

**No services are to be initiated prior to** receiving the individual call up from Service Canada's procurement department. Service Canada will **not** pay for services which have not been pre-approved by the Service Canada VRCM and/or are not within the scope of the IWRP.

The government fiscal year runs from April 1 to March 31 of every year. Therefore, to ensure no delays in the payment of service provider invoices, the regional Service Canada VRCM will contact the service provider in the last quarter of each fiscal year to provide details regarding the year-end cut-off date for submission of invoices.

## 8.0 RATES

Service Providers will be paid their firm hourly professional rate or flat rate fee as per the basis of payment. **No services are to be initiated prior to** receiving the individual call up from Service Canada's procurement department. No services are to go beyond the initial assessment prior to having confirmation from the SC VRCM. Of note: the participant's call up **may** indicate additional hours to cover unexpected requirements, **however, the service provider is to contact the SC VRCM prior to accessing any of the additional hours.**

It is to be noted that the Service Provider's hourly rate or flat rate fee includes any office expenditures relating to the participant file. Example: telephone/fax charges, photocopying fees.

For financial services (i.e. payment of participant disbursements) and professional travel time, ½ hour professional rates will be paid.

## 8.1 PARTICIPANT DISBURSEMENT AND TRAVEL EXPENSES

Disbursements will be reimbursed at cost with no mark-up. Invoices must be itemized and must be submitted a minimum of every 30 calendar days. Disbursements and any charges must be approved in advance by the Service Canada VRCM and deemed eligible in the statement of work. **All** disbursements submitted for reimbursement require receipts.

Disbursements may include but are not limited to the following:

- ◆ Training/Tuition on a semester basis;
- ◆ Transportation for the participant (parking, bus passes, program assessments, appointments, travel to work settings and/or educational institutions, etc.);
- ◆ Books/software for training;
- ◆ Laptops/computers;
- ◆ Physician or Nurse Practitioner reports;
- ◆ Specialized assessments;
- ◆ Licensing, certification costs;
- ◆ Checks required by a participant employer (criminal record checks etc.)
- ◆ Cost of examination;
- ◆ Cost of assistive devices;
- ◆ Work hardening programs, job coaching;
- ◆ Postage, faxing and long distance calls as per the RWP; and
- ◆ Other items, as per the discretion of the VRCM.

The following items listed below will only be considered for funding with a very strong rationale and approval by the Service Canada VRCM:

- ◆ Psychotherapy;
- ◆ Acute/curative medical care such as physiotherapy, chiropractic medicine, pain management programs;
- ◆ Alternative medicine such as acupuncture, massage, etc.;
- ◆ Inpatient therapy program;
- ◆ Equipment/supplies not essential for training or to improve function;
- ◆ Child care expenses (except in certain cases of financial hardship negatively affecting participation in the program);

- ◆ Cost of accommodation (living away from home) while attending a training program; and
- ◆ Partial contribution toward relocation expenses.

## **8.2 SERVICE PROVIDER DISBURSEMENT AND TRAVEL EXPENSES**

Specialized assessments will be paid at actual cost incurred without mark up. Interpretation of the specialized assessment will be reimbursed at the firm hourly rate as per the basis of payment.

Service provider's travel costs will be paid up to, but not exceeding, Treasury Board Travel Rates in effect at the time of travel. Note: HST cannot be requested in addition to the Treasury Board Travel Rates as it has already been included in the rates.

Service Provider travel costs will be reimbursed only where pre-authorized by Service Canada.

Service Provider travel expenses must be itemized on a Travel Expense Claim (see Appendix "K"), signed by the consultant and submitted with the appropriate invoice.

Professional travel time will be reimbursed at half (1/2) the hourly professional rate.

## **9.0. PERFORMANCE OUTCOMES:**

Service Canada will evaluate service provider performance based on adherence to the statement of work, participant outcomes and quality of service. Service providers will receive feedback on quality of service from Service Canada on an as needed basis. Any issues will be addressed in writing by Service Canada immediately and corrective action will be expected by the service provider. If a service provider does not comply with the terms and conditions of the contract, Service Canada reserves the right to transfer participants to another service provider.

## ANNEX B EVALUATION

### TECHNICAL BID EVALUATION

#### 1. MANDATORY EVALUATION CRITERIA:

- The bidder is required to provide services in both official languages for Area 3, New Brunswick.

MET: \_\_\_\_ YES      MET: \_\_\_\_ NO    OR    NOT APPLICABLE \_\_\_\_\_ Not bidding on Area 3

- All staff working directly with CPPD clients require security clearance at the enhanced reliability level.

MET: \_\_\_\_\_ YES                      MET: \_\_\_\_\_ NO

- Bidders are instructed to provide their top five (5) proposed staff only. If additional CV's are provided by the bidder, the first 5 will be evaluated and all others discarded.

MET: \_\_\_\_\_ YES                      MET: \_\_\_\_\_ NO

#### - Vocational Rehabilitation Consultants

All proposed staff/consultants must meet the following education requirements and work experience to be eligible for further evaluation:

- University degree or a diploma in Social Sciences, Health Sciences, Human Services AND;  
MET: \_\_\_\_\_ YES                      MET: \_\_\_\_\_ NO
- Minimum of two of the last three years experience\* in the provision of Vocational Rehabilitation services.  
MET: \_\_\_\_\_ YES                      MET: \_\_\_\_\_ NO

Current registration as a Registered Rehabilitation Professional (RRP), Canadian Certified Rehabilitation Counselor (CCRC)/Certified Rehabilitation Counselor (CRC), Certified Vocational Rehabilitation Professional (CVRP), or Masters Level Canadian Certified Counsellor (CCC) will be considered as an asset. Bachelor or higher level university degree in Vocational Rehabilitation will be scored higher.

Proposed staff who do not meet the minimum mandatory requirement will not be considered eligible for the work and will not be evaluated as part of a bidder's proposal. If there is no staff proposed by a bidder that meets the minimum mandatory requirement described above, the bid shall be considered a failed bid.

\*Experience refers to experience in Vocational Rehabilitation counseling, assisting disabled adults return to work. Areas of expertise include: assessment, career counseling, job development and job placement skills and the ability to interpret and implement the results of Vocational Rehabilitation tools and tests and specialized rehabilitation assessments.

## 2. POINT RATED EVALUATION CRITERIA:

The following criteria will be used in evaluating the technical proposals:

<b>Criteria</b>	<b>Maximum Points</b>
1) Education/training/certification: VR Consultant	35 points
2) Related Experience of Proposed: VR Consultant(s)	45 points
3) Demonstrated ability to provide immediate and in person services	20 points
4) Demonstrated Network for Specialized Assessments	10 points
5) Case Studies (see Appendix A )	40 points
<b>Total</b>	<b>150 points</b>

In order to be considered for contract award technical proposal must score a minimum of 70% of the maximum points available (ie minimum points required = 119). Proposals which fail to score the minimum 70% will be declared non-responsive and not considered further.

### TECHNICAL PROPOSAL:

1) To address Evaluation Criteria #1 (Education/training/certification) and #2 (Related experience): A resume must be provided for all proposed VR Consultants detailing their education, training, certification and experience relevant to their work. It must be clearly identified which area the VR Consultant is being proposed to work in.

Experience for VR Consultants refers to experience in Vocational Rehabilitation Counseling or job development, assisting disabled adults return to work. Areas of expertise include: assessment, career counseling, job development and job placement skills and the ability to interpret and implement the results of Vocational Rehabilitation tools and tests and specialized rehabilitation assessments.

3) To address Evaluation Criteria #3 Demonstrated ability to provide immediate and in-person service to clients. It is up to the bidder as to what information to include, and the particular format to be used. The information should however be detailed enough so as to allow a complete evaluation.

4.) To address Evaluation Criteria # 4 For Demonstrated Network for Specialized assessments (6.1.3), provide details on the network of services you have, either within your organization or available through subcontracting, to supply the specialized assessment services detailed in section 6.1.3, e.g.: detail who will perform the Neuropsychological assessments and detail their experience and expertise etc. Provide the qualifications of the assessment providers. For your ease, please complete Appendix L with your bid.

5.) For Case Study - Rating elements will include:

Identification of the scope and the vocational rehabilitation challenges with CPPD clients; the allocation of personnel for the most appropriate use; the methodology, strategy and adherence to CPP Service

Philosophy; the utilization of evidence to support recommendation on rehabilitation potential including identification of risk of failure; the utilization of appropriate assessments, tools, and interventions; the utilization of community resources; and the demonstration of innovation and creativity.

Each bidder is required to demonstrate these technical requirements by completing the attached hypothetical cases found in Appendix A. With the information provided, demonstrate how you would effectively case manage these clients.

Summarize each case in a maximum of 4 pages (Arial 12 font). Any information beyond the 4 pages will not be considered. Any presumptions made regarding assessment and test results and outcome are acceptable. Evaluation will be based on sound, comprehensive strategies, approaches and methodologies. You should indicate what documentation would be required, as well as any assessment and test/tool results you deem appropriate for each case

## **2. FINANCIAL BID EVALUATION**

Will be conducted in accordance with Annex C Basis of Payment.

**ANNEX C  
BASIS OF PAYMENT/FINANCIAL EVALUATION**

**MANDATORY REQUIREMENTS FOR THE FINANCIAL BID:**

-The Offeror **must complete the attached pricing schedule and include it in its financial offer** once completed.

-The Offeror **must include SEPARATE SCHEDULES FOR EACH AREA** where they propose to offer Vocational Rehabilitation services.

-The Offeror **must** submit rates for **ALL** categories of service and **ALL** periods.

-The rates specified in the pricing schedule, when quoted by the Offeror, exclude travel and living expenses.

**INITIAL PERIOD: October 1, 2018 to September 30, 2019**

**OPTION PERIOD I: October 1, 2019 to September 30, 2020**

**OPTION PERIOD II: October 1, 2020 to September 30, 2021**

FOR THE PURPOSE OF EVALUATION, ALL RATES ARE EXCLUSIVE OF GST/HST AS APPLICABLE				
Geographic Service Area being bid on: _____				
Please refer to the list of Areas attached and specify the Area for which you are bidding.				
Work Location from which services in Geographic AREA will be offered: _____				
CATEGORY OF SERVICE Identified in Statement of Work	FIRM HOURLY RATE Initial Period (A)	FIRM HOURLY RATE Option Period I (B)	FIRM HOURLY RATE Option Period II (C)	AGGREGATE TOTAL (A+B+C)=D
1 Initial assessment Firm Hourly Rate				
2 Vocational confirmation Firm Hourly Rate				
3 Return to Work Plan (RWP) Firm Hourly Rate				
4 Revised RWP Firm Hourly Rate				
5 Client Development and Skills Training Firm Hourly Rate				
6 Job Search activity d) preparation Firm Hourly Rate				

6 Job Search activity e) assistance Firm Hourly Rate				
6 Job Search activity f) placement Firm Hourly Rate				
7 Follow up and on the job evaluation activity Firm Hourly Rate				
8 Reports d) progress Firm Hourly Rate				
8 Reports e) return to work Firm Hourly Rate				
8 Reports f) closure Firm Hourly Rate				
Financial Services Firm Hourly Rate				
AGGREGATE TOTAL (D)				

**FOR THE PURPOSE OF FINANCIAL EVALUATION: THE AGGREGATE TOTAL (D) WILL BE UTILIZED AS THE DOLLAR VALUE THAT WILL BE USED IN THE DETERMINATION OF 30% PRICE TO DETERMINE OFFEROR RANKINGS.**

**Specialized assessments**

For the firm's managing/obtaining of the specialized services (i.e.: psycho-vocational testing)

Specialized assessments identified will be paid for at actual cost incurred without mark up. The bidder should provide hourly rates and/or prices, and any other pricing information for as many of the services as it can.

Specialized assessments (will not be used for evaluation purposes):

Type: \_\_\_\_\_ Rate: \_\_\_\_\_

Type: \_\_\_\_\_ Rate: \_\_\_\_\_

Type: \_\_\_\_\_ Rate: \_\_\_\_\_

**Financial Services and Travel Time**

To be billed at ½ of the hourly professional rate and must have pre-approval by the Service Canada VRCM.

## **ANNEX "D" to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

## ANNEX "E" – INSURANCE REQUIREMENTS

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified below.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### 1.1 Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.

- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right

Solicitation No. - N° de l'invitation  
G9292-190669/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
xaq031

Client Ref. No. - N° de réf. du client  
G9292-190669

File No. - N° du dossier  
XAQ-7-40216

CCC No./N° CCC - FMS No./N° VME

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to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### ANNEX "F" REGIONAL INDIVIDUAL STANDING OFFER BUSINESS VOLUME REPORT

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly 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;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period. ***Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.***

<b>Supplier's Name</b>					
<b>Standing Offer Title and Description</b>					
<b>Standing Offer Number</b>					
<b>Reporting Period (Fiscal Year and Quarter)</b>					
<b>Total \$ Value of Order for the Reporting Period (including HST)</b>					
<b>Total \$ Value of Order for the Fiscal Year to Date (including HST)</b>					
Date	Call-up / Contract Number	ITEM DESCRIPTION	QTY	UNIT	TOTAL

The required information for this Standing Offer must be e-mailed to the following addresses: with a cc to [janice.baird@pwgsc.gc.ca](mailto:janice.baird@pwgsc.gc.ca)

**ANNEX "G" – INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION**

List of Names

- (a) Offerors who are incorporated, including joint ventures, must provide a complete list of names of all individuals who are currently directors. Offerors bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Offerors bidding as societies, firms, or partnerships do not need to provide lists of names.
- (b) If the required list of names has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the offer non-responsive. Providing the required names is a mandatory requirement for award.
- (c) The Offeror must immediately inform Canada in writing of any changes affecting the list of names during this procurement process.

**Complete Legal Name of Company** \_\_\_\_\_

**PBN** \_\_\_\_\_

**List of names of the current Board of Directors or Owners:**

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