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**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To:** Indigenous Services Canada

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

**Proposition aux:** Services aux Autochtones Canada

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

**Instructions :** See Herein

**Comments - Commentaires**

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**Issuing Office – Bureau de distribution  
Indigenous Services Canada/ Services aux  
Autochtones Canada**

<b>Title – Sujet</b> Consultative services of: A Special Education Teacher or An Orthopedagogist. (PSAB)	
<b>Solicitation No. – N° de l'invitation</b> 1000217344	<b>Date</b> November 25, 2019
<b>Client Reference No. – N° référence du client</b> N/A	
<b>GETS Reference No. – N° de reference de SEAG</b>	
<b>File No. – N° de dossier</b> N/A	<b>CCC No. / N° CCC - FMS No. / N° VME</b> N/A
<b>Solicitation Closes – L'invitation prend fin</b> <b>at – à 02 :00 PM</b> <b>on – le December 23, 2019</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> <a href="mailto:vanessa.demers-lamothe@canada.ca">vanessa.demers-lamothe@canada.ca</a>	<b>Buyer Id – Id de l'acheteur</b> DV1
<b>Telephone No. – N° de téléphone :</b> 819-953-8129	<b>FAX No. – N° de FAX</b> N/A
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b>  NCR/RCN	

**Instructions: Voir aux présentes**

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<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

1.1.1 The intent of this Request for Proposal (RFP) is to award one (1) contract for Consultative services of a **Special Education Teacher** or an **Orthopedagogue** for the new appeals process in relation to the Jordan's Principle. The services will be on an as and when required basis. The initial contract period is three (3) years from contract award, with up to two (2) additional one (1) year option periods.

#### 1.1.2 Multiple Supplier Contract

Canada reserves the right to issue more than one contract as a result of this RFP. Indigenous Services Canada (ISC) is looking to retain the services of twelve professionals from health, social and educational fields to form the new appeal committee. In the event that the other RFP's are not successful to retain the expertise sought, ISC may award up to three (3) contracts from this current RFP.

#### **1.1.3 This RFP is open to Aboriginal Business only.**

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

### **1.2 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. **Bidders are reminded to obtain the required security clearance promptly.** Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.3 Statement of Work**

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

### **1.4 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

The [2003](#) 2019-03-04 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### **2.2 Submission of Bids**

Bids must be submitted electronically only to Indigenous Services Canada (ISC) by the date, time and e-mail address indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by any other means to ISC will not be accepted.

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of

various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

### **Former Public Servant in Receipt of a Pension**

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

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

name of former public servant;

date of termination of employment or retirement from the Public Service.

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit

the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

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

### **3.1 Bid Preparation Instructions**

- a. Copies of Bid: Canada requests that bidders provide their bid in separately bound sections as follows :
  - i. Section I: Technical Bid (1 soft copy).
  - ii. Section II: Financial Bid (1 soft copy).Canada request that Prices appear in the financial bid only. No prices should be indicated in any other section of the bid.
  - iii. Section III: Certifications (1 soft copy)
  
- b. Format for Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid :
  - i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - ii. use a numbering system that corresponds to the bid solicitation;
  - iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative;
  - iv. include a table of contents;
  - v. follow the presentation of the evaluation grid when proposing the resource(s);
  - vi. soft copies will be accepted in any of the following electronic formats:
    - Portable Document Format .pdf
    - Microsoft Word 97/2000 (.doc)
    - Microsoft Excel 97/2000 (.xls)
  
- c. Canada requests that the Bidder submits its bid electronically in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

#### **Section I: Technical Bid**

The Bidder must provide a minimum of one (1) resource, and may provide up to a maximum of three (3) resources. Each resource provided will be evaluated independently.

For proposed resource(s) :

- a) The technical bid must include résumés for the resource(s). The Technical bid must demonstrate that each proposed resource(s) meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements).



- b) For requirements relating to professional designation or membership, the proposed resource(s) must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- c) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Annex A - Basis of Payment provided in this bid solicitation.

The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option period(s).

Bidders must include a firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables of the Annex A - Basis of Payment.

Bidders are requested to indicate the total amount of Applicable Taxes, if applicable.

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5 that have not been included in the Technical Bid.

### **3.1.1 Electronic Payment of Invoices – Bid**

The method of invoice payment by Indigenous Services Canada (ISC) is by direct deposit to the Contractor's financial institution of choice.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) The evaluation team that will evaluate the technical bids is composed of representatives of Canada and external individuals who are non-public servants.

#### 4.1.1 Technical Evaluation

**The Bidder must provide a minimum of one (1) resource, and may provide up to a maximum of three (3) resources. Each resource provided will be evaluated independently.**

##### 4.1.1.1 Mandatory Technical Criteria

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

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

<p><b>Instructions to Bidders:</b> The Bidder should write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.</p>	<p><b>Max. points</b></p>	<p><b>Cross Reference to proposal</b></p>	<p><b>Points awarded</b></p>
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<p><b>R1 Age Category of clients</b></p> <p>The bidder's proposed resource as a <b>Special Education Teacher</b> or as an <b>Orthopedagogist</b> should have clinical experience with different age categories of clients (children, adolescents), outlining as a minimum the following information:</p> <ul style="list-style-type: none"><li>a) the location where the work was performed;</li><li>b) the project authority's or the contact person's* name, address, telephone number and email address* (if possible);</li><li>c) the start and end dates of the work experience;</li><li>d) a brief description of the type of clinical experience and the clientele served; and</li><li>e) the name of the clinic if the proposed resource was self-employed.</li></ul> <p>To be considered for evaluation, the experience with the age category must be at least 6 months cumulative duration (full-time or the equivalent part time) in the last sixty (60) months.</p> <p>Age category scale:</p> <ul style="list-style-type: none"><li>- Children: (2 to 12 years)</li><li>- Adolescents (12 to 17 years )</li></ul> <p><i>Scoring: Four and one half (4.5) points will be allotted for experience with each different age category of client indicated in the above scale, up to a maximum of nine (9) points.</i></p>	<b>9</b>		
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<p><b>R2 Knowledge of Canada's provincial and territorial health programs</b></p> <p>The bidder's proposed resource as a <b>Special Education Teacher</b> or as an <b>Orthopedagogue</b> should have knowledge of the various health, social or educational programs of Canada's various provinces and territories (e.g. child benefit, social assistance program, Alberta Aids to Daily Living, etc.). The bidder's proposed resource should have general knowledge of what is available to the residents of the various provinces and territories and demonstrate each work experience where they learned about the various programs, outlining as a minimum the following information:</p> <ul style="list-style-type: none"><li>a) the location where the work was performed;</li><li>b) the project authority's or contact person's* name, address, telephone number and email address (if possible);</li><li>c) the start and end dates of the work experience;</li><li>d) a list of the programs; and</li><li>e) a brief explanation of the extent to which you are familiar with these programs (e.g. did you work for the program, did you have to refer people these program, etc.).</li></ul> <p><i>Scoring: Two (2) points will be allotted for each relevant experience provided, up to a maximum of ten (10) points.</i></p>	<b>10</b>		
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<p><b>R3 Assessing and writing reports in English and French</b></p> <p>The bidder's proposed resource as a <b>Special Education Teacher</b> or as an <b>Orthopedagogue</b> should have experience assessing cases and writing reports in either French or English and ideally in English and French.</p> <p>To be considered for evaluation, the experience must have been accumulated in the last sixty (60) months, outlining at a minimum the following information:</p> <ul style="list-style-type: none"><li>a) the location where the work was performed;</li><li>b) the project authority's or contact person's* name, telephone number and email address (if possible);</li><li>c) the start and end dates of the work experience;</li><li>d) the type of experience (assessing or writing report), a brief description of the type of work and the language used; and</li><li>e) the name of the clinic if the proposed resource was self-employed.</li></ul> <p><i>Scoring: (for a total of nine (9) points)</i></p> <ul style="list-style-type: none"><li>- <i>one point will be allotted per experience (assessing case or writing report) in one of the two languages, up to a maximum of six (6) points, and;</i></li><li>- <i>one (1) additional point will be allotted per experience (assessing case or writing report) <u>in the two languages</u>, up to a maximum of 3 points.</i></li></ul>	<b>9</b>		
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<p><b>R4 Experience collaborating with other professionals from the health care or social or educational field</b></p> <p>The bidder's proposed resource as a <b>Special Education Teacher</b> or as an <b>Orthopedagogue</b> should have experience in collaborating with other health care, social or educational professionals (e.g. physiotherapists, physicians, nurses, social workers, pharmacist, etc.) on behalf of their clients and demonstrate each work experience, outlining as a minimum the following information:</p> <ul style="list-style-type: none"> <li>a) the location where the work was performed;</li> <li>b) the project authority's or the contact person's* name, telephone number and email address (if possible);</li> <li>c) the start and end date of the work experience; and</li> <li>d) a brief description of how you collaborated with other professionals on behalf of clients (specify the professionals' credentials); and</li> <li>e) the name of the clinic if the proposed resource was self-employed.</li> </ul> <p><i>Scoring: Two (2) points will be allotted for every six (6) months cumulative experience in collaboration, up to a maximum of six (6) points.</i></p>	<p><b>6</b></p>		
<p><b>R5 Letters attesting to a variety of work experience</b></p> <p>The bidder's proposed resource as a <b>Special Education Teacher</b> or as an <b>Orthopedagogue</b> should provide two (2) letters from present or previous employers attesting that the proposed resource have worked in their professional field in Canada as a certified <b>Special Education Teacher</b> or as a certified <b>Orthopedagogue</b> in the last sixty (60) months, outlining as a minimum the following information:</p> <ul style="list-style-type: none"> <li>a) the name of the author of the letter;</li> <li>b) the date on which the letter was written;</li> <li>c) the name of the employer;</li> <li>d) the address and phone number of the author;</li> <li>e) the start and end date of the resource's work experience;</li> <li>f) The author's signature.</li> </ul> <p>Letters must be from different employer to obtain full mark, if more than one letter is from the same employer, only one letter will be considered.</p> <p><i>Scoring: Two (2) points will be allotted for each letter provided, up to a maximum of four (4) points.</i></p>	<p><b>4</b></p>		
<p><b>TOTAL MAXIMUM POINTS</b></p>	<p><b>38</b></p>		
<p><b>SCORE - MINIMUM PASS MARK 60% (23 POINTS / 38 POINTS)</b></p>			

#### 4.1.2 Financial Evaluation

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

#### 4.2 Basis of Selection

##### 4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 23 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 38 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.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		<b>1st</b>	<b>3rd</b>	<b>2nd</b>



## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

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

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.1.2 Set-Aside for Aboriginal Business**

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.
2. This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

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

3. The Bidder:
  - a) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex.
  - b) agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
  - c) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
4. The Bidder must check the applicable box below:

( ) The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

**OR**

( ) The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

5. The Bidder must check the applicable box below:

( ) The Aboriginal business has fewer than six full-time employees.

**OR**

( ) The Aboriginal business has six or more full-time employees.

6. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

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

8. Aboriginal Business Certification

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

1. I am \_\_\_\_\_ (insert "an owner" and/or "a full-time employee") of \_\_\_\_\_ (insert name of business), and an Aboriginal person, as defined in [Annex 9.4](#) of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
*Printed name of owner and/or employee*

\_\_\_\_\_  
*Signature of owner and/or employee*

\_\_\_\_\_  
*Date*

The Bidder warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the Supply Manual.

9. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during

the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

10. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

## **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Status and Availability of Resources**

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority,

provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### **5.2.3.2 Education and Experience**

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

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

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

#### **Security Clauses (1000213543)**

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under the Contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must EACH, hold a valid Security Screening at the level of **Reliability Status**.
3. The Contractor and its personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until written permission of the security in contracting team of the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) or Indigenous Services Canada (ISC). After authorization has been granted, these tasks may be performed up to the level of **Protected B**.
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information. The GoC will provide the Contractor with the necessary IT equipment/systems required to process, produce or store any sensitive information. Including an IT Link to the Department's network and IT Systems for access to and/or transmission of information up to Protected B.
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of CIRNAC/ISC
8. Any substitute or alternate resource proposed for this contract:
  - a. must be approved by the Departmental Representative; and
  - b. must hold a valid GOC Security Screening at the level **Reliability Status** before gaining access to designated information or assets.
9. Under the contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
10. The contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work be suspended or revoked, the contract shall be

terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.

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

- a. Security Requirements attached as Annex\_\_\_\_; and
- b. Policy Government Security (Latest Edition)

## **6.2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

## **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **6.3.1 General Conditions**

**2010B** 2018-06-21 General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Indigenous Services Canada (ISC); and
- b) Section 10, Subsection 1 is amended as follows:  

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

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."
- c) Section 10, Subsection 2, paragraph a. is amended as follows:  

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

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

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract Award to April 1<sup>st</sup>, 2023 inclusive.

## 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Vanessa Demers-Lamothe  
Title: Senior Procurement Officer  
Indigenous Services Canada  
Materiel and Assets Management Directorate  
Address: 10 rue Wellington, Gatineau, QC, K1A 0H4

Telephone: 819-953-8129  
E-mail address: [vanessa.demers-lamothe@canada.ca](mailto:vanessa.demers-lamothe@canada.ca)

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

### 6.5.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

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

### 6.7 Payment

#### 6.7.1 Basis of Payment

#### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a) when it is 75% committed, or

b) four months before the contract expiry date, or

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

whichever comes first.

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



### **6.7.3 Method of Payment – Monthly Payment**

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

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

### **6.7.4 Electronic Payment of Invoices – Contract**

The method of invoice payment by Indigenous Services Canada (ISC) is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Indigenous Services Canada Electronic Payment Request form ([https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545\\_1362495227097\\_eng.pdf](https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545_1362495227097_eng.pdf)), and submit the form to the address provided.

## **6.8 Invoicing Instructions**

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.

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## **6.10 Applicable Laws**

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

## **6.11 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010 B (2018-06-21)
- (c) Annex A, Statement of Work;

- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated:

#### **6.12 SACC Manual Clauses**

[Personal Information 4008 \(2008-12-12\)](#)

## ANNEX "A"

### STATEMENT OF WORK

#### 1. Title

Consultative services of a **Special Education Teacher** or of an **Orthopedagogue** in relation to the new upcoming Jordan's Principle appeal process.

#### 2. Objective

Indigenous Services Canada (ISC) requires the services of a **Special Education Teacher** or of an **Orthopedagogue** to be part of the new appeal committee. The committee will be composed of twelve Consultants from various health, social and educational fields. The Consultant will be asked to review appeal requests for Jordan's Principle cases and issue recommendations. The services will be required on an as and when needed basis

#### 3. Background

##### 3.1 What is Jordan's Principle?

Jordan's Principle is a legal obligation. It makes sure all First Nations children can access the products, services and supports they need, when they need them. It can help with a wide range of needs, including but not limited to health, social and educational products, services and supports.

Jordan's Principle is named in memory of Jordan River Anderson. He was a young boy from Norway House Cree Nation in Manitoba. Jordan was born in 1999 with multiple disabilities and stayed in the hospital from birth. When he was 2 years old, Jordan's doctors said he could move to a special home, where his medical needs could be met. However, the federal and provincial governments could not agree on who should pay for his home-based care, so Jordan could not leave the hospital. It was a payment dispute between the federal and provincial governments that kept Jordan in a hospital setting, and not his medical needs. As a result, he never received the recommended home-based care he needed. Jordan stayed in the hospital until he passed away at the age of 5.

In 2007, the House of Commons unanimously passed Motion No. 296, formally endorsing Jordan's Principle. It was a unanimous commitment by Canada's elected representatives that First Nations children would get the products, services and supports they need, when they need them. Payments would be worked out later.

In 2016, the Canadian Human Rights Tribunal (CHRT) determined that Canada's approach to services for First Nations children was discriminatory and that Canada had not implemented Jordan's Principle. One of the ways to address the identified discrimination is through a renewed approach to Jordan's Principle.

##### 3.2 Mandate of ISC for the new appeals process

As the number of submitted appeals of decisions continues to increase, there is an increase awareness of the existence and availability of the process. In support of continuous quality improvement, ISC seeks to continue to improve appeals processes by implementing a new independent external mechanism for review of decisions that also improves ease of access and timely revision and determination provision in communication of appeal decisions. There is currently an internal departmental appeals process, which will be replaced by the proposed new, more independent appeals process as soon as it can reasonably

be implemented following completion of all necessary governance and operational requirements. The hope is to continue to improve service and better meet the needs of children.

This process is intended for all First Nations children living in Canada whose individual or group requests have been partially or fully denied. Applicants who are unsatisfied with a decision made by ISC may choose to appeal the decision within one (1) year of this decision.

The objective of the new appeals process is to obtain recommendations on appeals from professionals based on their knowledge and expertise. The interprofessional collaboration will provide a more fulsome consideration of children's needs and best interests. Canada's goal in providing a fair and independent appeal mechanism is to help as many First Nations children as possible, while providing more effective and transparent services and encouraging First Nations children and group of children and their families, seeking to meet their needs, to keep using the Jordan's Principle process.

#### **4. Requirement**

##### **4.1 Scope of Work**

The Consultant will review Jordan's Principle requests that have been rejected by the Assistant Deputy Minister (ADM) and that are now being appealed to see whether the decision could be overturned after receiving new information and/or having a second and more independent level of review. An appeal could also be initiated once a claim for reimbursement or advance funding for actuals has been denied or partially denied by ISC.

Once the decision has been appealed, the Consultant will collaborate with the other Consultants on the appeal panel to review the appeal and, if possible, come to an agreement on the proper course of action to be taken in terms of providing funding for care or any other requested services. Where agreement is not possible among the Consultants reviewing the appeal, the majority view will prevail.

The Consultant' specialized knowledge will be utilized to analyze appeals in order to decide on the proper course of action. These decisions will be made by review sub committees ("appeal panels").

##### **4.2 Tasks**

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

###### **4.2.1 Related to an appeal request**

	<b>Tasks/Requirements</b>
1.	Be available (at a pre-determined date and time) to take part in discussions about appeals with other appeal panel members (remotely), at the request of the Secretariat or the Senior-Officer-in-Charge of the Secretariat.
2.	Read the appeals requests before the discussion (it will be made available electronically at least a few days before the discussion, when it is a non-urgent appeal request).
3.	Take part in discussions about the appeals in question, using electronic forms of communication, and share professional points of view, recommendations, concerns, etc. with other appeal panel members.
4.	Discuss about the case over the phone with the requestor or its representative, (if requested by the requestor). All members of the panel must consent to this task prior to engage and take part of a discussion with the requestor or its representative.

5.	Write the recommendations using the appeal assessment form (in the language of the request if possible, otherwise, in the appeal panel member's choice of English or French). All fields of the form must be filled out electronically.  This task is required to be done by only one member of the appeal panel.
6.	Approve and sign the appeal assessment form and submit it electronically to the Secretariat within the established deadline that will be provided by the Secretariat or by the Senior-Officer-in-Charge of the Secretariat.
7.	In the event that some members of the appeal panel disagrees with the recommendations:  Write your individual recommendations and explain the reasoning on a separate appeal assessment form. Sign and submit the form electronically to the Secretariat.

#### 4.2.2 General

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

### 4.3 Deliverables, Timeframe and Acceptance criteria

#### 4.3.1 For a regular appeal request:

- a) The Consultant will receive an invitation request to take part of appeals review from a member of the Secretariat and must provide a response within 24 hours to accept or refuse the request. No response within this time frame will be considered as a refusal;
- b) The Consultants forming the appeal panel will identify one or more designated Consultant(s) that will be responsible for filling out one or more appeal assessment form. The distribution of the work "filling out the appeal assessments form" will be left to the panel member to divide together.
- c) The Consultant will meet as part of the appeals process a maximum of once per week at a pre-determined date and time, to review appeals with other Consultants. The meeting will be held preferably via conference call or video chat solution like FaceTime, Skype or other. The method of communication will be determined by the Secretariat.
- d) The designated Consultant for each appeal request will fill out the appeal assessment form, which includes the recommendations, preferably in the language of the request. If the Consultant cannot write in that language, the Consultant will fill out the form in his/her choice of English or French.
- e) The completed form must be signed electronically by each Consultant that took part of the discussion once the designated Consultant filled it out.

f) The designated Consultant will submit the completed recommendation form electronically to the Secretariat within 12 hours following the time that the appeal meeting took place;

g) The Secretariat and the Senior-Officer-in-Charge of the appeal process reserve the right to ask for further justification of the recommendation, if necessary.

h) Due to the requirements of the *Financial Accountability Act*, appeal panel decisions will be confirmed by the Senior-Officer-in-Charge of the Appeal Secretariat with section 32 authority. If the Senior-Officer-in-Charge is in disagreement with the recommendations, the Senior-Officer-in-Charge will need to fill out a designated form to justify the rationale for disagreement and make new recommendations. The Senior-Officer-In-Charge also has the right to send the appeal request to a different panel to seek for a second opinion.

#### 4.3.2 For an urgent appeal request:

A request is considered to be urgent where the denial/delay of a service could reasonably result in significant and/or irremediable harm to a child or a group of children. Once ISC receives an urgent request, and after consulting with the Senior-Officer-in-Charge of the appeal process, the Secretariat will send an urgent invitation request to the selected Consultants. Selection will be made based on the nature of the request and the Consultant's field of expertise. The first Consultant who answers by mentioning that he/she is available to review the request immediately will be assigned the urgent appeal request.

a) The Consultant will receive an invitation request to review the urgent request and will be required to provide a response to indicate their availability to accept or refuse the request;

b) The Secretariat will send the request to the first respondent Consultant;

c) The Consultant will receive the urgent appeal request, will review it and will write electronically the final recommendations, in the language of the request if possible, otherwise, in its choice of English or French using the recommended form. The Consultant will sign the form and will send the completed recommendation form electronically to the Secretariat within the timeframe indicated by the Secretariat. (Timeframe will usually be less than 12 hours).

d) If an appeal request is denied by a single consultant, an emergency appeal panel of three consultants will be convened to review the denial without delay.

#### 4.3.3 For an urgent appeal request that was denied by a single Consultant:

Where the single Consultant final recommendation is negative, the Secretariat will task an appeal panel to provide a second recommendation by sending an urgent invitation request to the selected Consultants. Selection will be made based on the nature of the request and the Consultant's field of expertise. Selection will exclude the Consultant that reviewed and recommended the denial of the urgent request. The first three (3) Consultants who answer by mentioning that they are available to review the request immediately will form the appeal panel members and will be assigned the urgent appeal request.

a) The Consultant will receive an invitation request to review the urgent request and will be required to provide a response to indicate their availability to accept or refuse the request;

b) The Secretariat will send the request to the first three (3) respondent Consultants;

c) The Consultant forming the appeal panel will receive the urgent request, will review the request and will meet via conference call or video chat solution like FaceTime, Skype or other with the other member on the panel.

d) The Consultants will identify the designated Consultant that will be responsible for filling out the appeal assessment form.

e) The designated Consultant will write electronically the final recommendations, in the language of the request if possible, otherwise, in its choice of English or French using the recommended form.

f) The Consultant will sign the form and will send the completed recommendation form electronically to the Secretariat immediately following the meeting.

#### **4.4 Constraints**

4.4.1 The Consultant will be required to:

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

#### **4.5 Support provided by Canada**

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

- a) Appeals process policy;
- a) Administrative procedures;
- b) Relevant information on Jordan's Principle, including the CHRT rulings;
- c) Appeal assessment form to write recommendations;
- d) Privacy policy; and
- e) Any other relevant documentation for the appeal review.

4.5.2 The Project Authority will provide the following:

- a) Assistance, support or feedback in a timely manner as required;
- b) A Government of Canada issued laptop with departmental imaging/setup and applications;
- c) An ISC Microsoft Outlook email account;
- d) A limited network access to ISC through web office or VPN connection access; and
- e) any other relevant information to support the review of the request.

4.5.3 A Secretariat consisting of three (3) employees of ISC will identify and assign appeals for review to panels of consultants based on the nature of the product, service or support being requested and may consult with the Senior-Officer-in-Charge of the Jordan's Principle Secretariat. The Secretariat will report to the Senior Officer-in-Charge of the Jordan's Principle Appeal process. The Senior Officer-in-Charge reports directly to the Deputy Minister of ISC.

4.5.3.1 The Secretariat is responsible for compiling statistics on the number of appeal requests received and the nature of the requests, as well as the decisions made by members of the review committee. Other statistics may be collected. All information that needs to be sent to the Contractor will be sent electronically.

4.5.3.2 The Secretariat will provide the following:

- a) All relevant documents to assist in making requests, including CHRT orders;
- b) The required information about the request under appeal so that they can evaluate the appeals;
- c) The appeal assessment form used to send recommendations about the reviewed appeal request;
- d) The contact information for the Secretariat, which they may contact as needed; and
- e) Any other relevant documentation for the appeal review.

#### 4.6 Contractor qualifications

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

#### 5. References documents

- <https://www.canada.ca/en/indigenous-services-canada/services/jordans-principle.html>
- <https://www.canada.ca/en/indigenous-services-canada/services/jordans-principle/boy-behind-jordans-principle.html>
- <https://www.sac-isc.gc.ca/eng/1100100035204/1533307858805>

**Canadian Human Rights Tribunal Orders:**

[February 1, 2018 \(2018 CHRT 4\)](#)  
[May 26, 2017 \(2017 CHRT 14\), as amended November 2, 2017;](#)  
[September 14, 2016 \(2016 CHRT 16\);](#)  
[April 26, 2016 \(2016 CHRT 10\);](#)  
[January 26, 2016 \(2016 CHRT 2\)](#)

#### 6. Location of the work

The work is expected to be performed at the Contractor's site.

#### 7. Language of Work

7.1 The majority of the work is expected to be in English and sometimes in French. Should the Consultant request support, ISC can provide translation if necessary for work that needs to be conducted in French.

7.2 If an appeal is presented or submitted in First Nation language, ISC will ensure translation is provided.



## **8. Travel**

- 8.1** The Consultant will be required to travel to the National Capital Region (NCR) at the beginning of their contract and then once annually.
- 8.2** The work should not require any additional travel, except in case of extraordinary circumstances.
- 8.3** Travel expenses must be authorized in advance by the Project Authority. Payments for travel and living expenses will be made under the terms and conditions of payment and in accordance with the Treasury Board Travel Directives.

## **9. Meetings**

### **9.1 Engagement/orientation meeting**

A first engagement meeting in person will be scheduled in the National Capital Region (Ottawa) before the work under the new appeal process begins. The duration of this meeting should not exceed 2 days. The participation in this meeting is recommended. Should the Consultant be unable to attend in person, a summary of the meeting will be sent electronically as well as the documentation that will have been shared during the meeting. Teleconference, Webinar or other communication method may be available for those who could not attend in person. This meeting will take place once only.

### **9.2 Yearly meetings**

A yearly meeting will take place in the National Capital Region (Ottawa) in order to discuss and exchange on many aspects of the process, for training updates, calibration, etc. Teleconference, Webinar or other communication method may be available for those who could not attend in person. This meeting will take place only once per year.

### **9.3 Quarterly meetings**

Quarterly meeting will be held by teleconference or by phone. The Consultant is not required to travel.

**ANNEX "B"**

**BASIS OF PAYMENT**

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

1. The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determine in the Annex A – Statement of Work, to a limitation of expenditure of \$\_\_\_\_\_ (applicable taxes are extra).

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

Initial Contract period

Year 1: 140 h

Year 2: 168h

Year 3: 202h

Optional Contract periods:

Year 4: 243h

Year 5: 292h

3. Hourly rate definition: payment will be for hours actually worked with no provision for meal breaks, annual leave, statutory holidays and sick leave. Time worked which is more or less than an hour will be prorated to reflect actual time worked in accordance with the following formula:

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

- a. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- b. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

FIN1:			
Initial Contract Period (Year 1 to Year 3)			
Date of contract award to April 1 <sup>st</sup> , 2023			
Personal category	(A)	(B)	(C)
- Special Education Teacher or Orthopedagogist	Estimated Number of hours	All-inclusive fixed hourly rate (\$)	Total Cost (\$) (A) x (B)
Resource name(s):	510 hours	\$ _____	\$ _____
<b>FIN1 : Total Price Initial Contract Period</b>			<b>\$ _____</b>

FIN2:			
Optional Contract Period 1 (Year 4)			
April 1 <sup>st</sup> , 2023 to April 1 <sup>st</sup> , 2024			
Personal category - Special Education Teacher or Orthopedagogue	(A)	(B)	(C)
	Estimated Number of hours	All-inclusive fixed hourly rate (\$)	Total Cost (\$) (A) x (B)
Resource name(s):	243 hours	\$ _____	\$ _____
<b>FIN2 : Total Price Optional Contract Period 1</b>			\$ _____

FIN3:			
Optional Contract Period 2 (Year 5)			
April 1 <sup>st</sup> , 2024 to April 1 <sup>st</sup> , 2025			
Personal category -Special Education Teacher or Orthopedagogue	(A)	(B)	(C)
	Estimated Number of hours	All-inclusive fixed hourly rate (\$)	Total Cost (\$) (A) x (B)
Resource name(s):	292 hours	\$ _____	\$ _____
<b>FIN3: Total Price Optional Contract Period 2</b>			\$ _____

**Evaluated Price = FIN 1 + FIN 2 + FIN3**

<b>Applicable taxes</b>	<b>\$</b>
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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Contract Number / Numéro du contrat  
1000213543

Security Classification / Classification de sécurité

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

*+ Multiple Request for proposals (RFP) for 12 resulting contracts under same Statement of work (SOW) and terms & conditions*

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Branch / Secteur / Directorate / Region / Direction générale / Secteur / Direction / Région  
DGSPNI

2. Contract type / Type de contrat  
Non-Competitive / Non-compétitif  Competitive / Compétitif

3. Brief Description of Work / Brève description du travail  
The consultants will review the appeal requests under Jordan's Principle and make professional recommendations.

4. Contract Amount / Montant du contrat: 1,086,224 \$

5. Contract Start and End date / Date de début et de fin du contrat: April 2020 to / au March 2025  
*for 12 contracts*

5. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement):

7. Will the supplier require / Le fournisseur aura-t-il:

7.1 access to PROTECTED and/or CLASSIFIED information or assets?  
accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

7.2 an access card to AANDC premises?  
besoin d'une carte d'accès aux bureaux d'AANDC?  No / Non  Yes / Oui

7.3 access to the departmental computer network?  
accès au réseau informatique du Ministère?  No / Non  Yes / Oui

(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)

**PART B - SECURITY OF SITE / COMPANY / PARTIE B - SÛRETÉ DE PROTECTION À L'INTÉRIEUR (COMPAGNE)**

**PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS**

8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir/entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information?  
Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?  No / Non  Yes / Oui

9.2 Will the supplier be required to electronically transmit sensitive information (to/from the Department or with other parties)?  
Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible (au/du Ministère ou avec d'autres parties)?  No / Non  Yes / Oui

If yes, specify / Si oui, spécifiez:

a) Email transmission / Transmission par courriel électronique:  No / Non  Yes / Oui

b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc):  No / Non  Yes / Oui

c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix):  No / Non  Yes / Oui

9.3 Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

\* Handling equipment and measures for secure transmission and emission (cryptographic, secure faxphone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émission (cryptographique, téléphone/faxophone sécurisé)

**10. SUMMARY CHART / TABLEAU RÉCAPITULATIF**

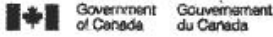
Category / Catégorie	Relevant to question / Pertinent pour la question	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
Information Assets / Renseignements sensibles	7.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information Assets on site / Renseignements sensibles sur place	8	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission - Email / Transmission TI - courriel	9.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission - Other / Transmission TI - autre	9.2 (a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remote Access to Network / Accès à distance au réseau	9.2 (c)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PART C - PERSONNEL / PARTIE C - PERSONNEL**

11.1 Personnel Security Screening Level Required:  
Niveau d'enquête de la sécurité de personnel requis:  N/A / Non requis  Reliability / Fiabilité  Confidential / Confidentiel  Secret  Top Secret / Très secret

11.2 May unscreened personnel be used for portions of work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  N/A / Non requis

12. Will the documentation attached to the SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui



Contract Number / Numéro du contrat  
1000213543  
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Anick Roberge		Title - Titre Registered Nurse	Signature <i>Anick Roberge</i>
Telephone No. - N° de téléphone (813) 941-3686	Facsimile No. - N° de télécopieur 813-946-4039	E-mail address - Adresse courriel anick.roberge@Canada.ca	Date 2019-08-30
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) SANDRA FITZGERALD		Title - Titre Sec in Contracting Office	Signature <i>Sandra Fitzgerald</i>
Telephone No. - N° de téléphone 819-953-0055	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel sandra.fitzgerald@Canada.ca	Date Sept 11, 2019
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) VANESSA DEMERS-LAMOTHE		Title - Titre PROCUREMENT OFFICER	Signature <i>Vanessa Demers-Lamothé</i>
Telephone No. - N° de téléphone 819-953-8129	Facsimile No. - N° de télécopieur —	E-mail address - Adresse courriel Vanessa.demers-lamothé@Canada.ca	Date 4 septembre 2019
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Alexandre Paré-Monderec		Title - Titre Personnel security operations	Signature <i>Alexandre Paré-Monderec</i>
Telephone No. - N° de téléphone 819 997-3767	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2019-09-11

Alexandre.pare-monderec2@Canada.ca

Security Classification / Classification de sécurité

