

**RETURN BIDS TO :**

**RETOURNER LES  
SOUMISSIONS À:**

[aadnc.soumissionbid.aandc@canada.ca](mailto:aadnc.soumissionbid.aandc@canada.ca)

**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).

**Comments - Commentaires**

**Ce document contient une sécurité  
Exigence - This document contains a  
Security Requirement**

**Vendor/Firm Name and address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

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

<b>Title – Sujet</b> Consultative services of a Physician	
<b>Solicitation No. – N° de l'invitation</b>	<b>Date</b>
<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 February 24, 2021</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>	<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>  National Capital Region/Region de la Capitale Nationale	

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

<b>Delivery required - Livraison exigée</b>	<b>Delivered Offered – Livraison proposée</b>
<b>Vendor/firm Name and address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur</b> <b>Telephone No. – N° de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm</b> <b>(type or print)-</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur ( taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **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 the Consultative services of a Physician 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.

### **1.2 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;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. 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](#) 2020-05-28 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**

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.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

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

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

##### **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.

#### **Section III: Certifications**

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

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

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

**3.1.2.1** As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

**3.1.2.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.2, Security Requirements.

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **Instructions to Bidders:**

1. The Bidder must provide one resource for the position.
2. The Bidder must meet ALL of the mandatory criteria.
3. The Bidder must provide sufficient information to demonstrate how the proposed resource meets the criteria.
  - To be considered for evaluation, each experience must have supporting data to describe where and how such experience was obtained.
  - Simply repeating the criteria does not demonstrate the work experience and will result in the experience being rejected.
4. For each experience, the Bidder is requested to provide the month and the year in order to calculate the duration. From (month-year) to (month-year).
  - Where CV only provide the year(s) that any relevant experience was acquired, the evaluation team will assume that length of relevant experience to be one month only for the starting and ending years.
  - For example, if experience is stated as between 2005 and 2007, the evaluation team will consider the relevant experience to one month for 2005 i.e. December, 12 months for 2006 and one month, i.e. January for 2007 for a total of 14 months.
5. For each criteria, the Bidder is requested to indicate the relevant page number(s) from the proposal that addresses the criteria.

4.1.1.1 Mandatory Technical Criteria	Cross-Reference to proposal	Met Yes/No
<p><b>M1 The Bidder must propose one (1) resource for the following position: Physician.</b></p> <p>The <b>Bidder must provide</b> the name and the Curriculum Vitae (CV) of the proposed resource.</p> <p>The CV should describe the education and overall experience of the proposed resource for the position.</p>		
<p><b>M2 Professional Accreditation: Licensing obtained with membership in good standing.</b></p> <p>The <b>Bidder's proposed resource must be registered</b> with their professional college or organization or professional standards office, in the province or territory where the person works <b>as a Physician.</b></p> <p>The <b>Bidder must provide</b> a proof of up-to-date registration and certificate of professional conduct (if applicable). A scanned copy is acceptable as proof.</p> <p>Canada reserves the right to search public records to verify bidders proposed resource is in good standing.</p>		
<p><b>M3 Demonstrated experience working with Indigenous Peoples of Canada.</b></p> <p>The <b>Bidder's proposed resource must</b> have a minimum of ten (10) cumulative months experience working full time or the equivalent on a part-time basis, with Indigenous Peoples of Canada in the last one hundred and twenty (120) months.</p> <p>For the purpose of this requirement, "working full-time" is defined as 30 hours + per week.</p> <p><u>For each experience, the Bidder must provide at minimum the following information:</u></p> <ul style="list-style-type: none"> <li>a) the title of the resource (where applicable);</li> <li>b) the work location (provide full address and community name, if available); and</li> <li>c) the work experience that includes: <ul style="list-style-type: none"> <li>-the duration : start date and completion date (month/year); and</li> <li>-a brief work description including the tasks performed by the proposed resource with Indigenous clients (e.g., did they have an established practice that included an Indigenous client base?; did they fly in to remote Indigenous communities to provide medical services periodically?, did they work with urban Indigenous population?, etc.).</li> </ul> </li> </ul>		



<p><b>M4 Demonstrated practice of Clinical experience</b></p> <p>The <b>Bidder's proposed resource must have a minimum</b> of sixty (60) months cumulative clinical experience working full-time or the equivalent on a part-time basis <b>as a Physician</b> in the last one hundred and twenty (120) months.</p> <p>For the purpose of this requirement, "working full-time" is defined as 30 hours + per week.</p> <p><u>For each experience, the Bidder must provide at minimum the following information:</u></p> <ul style="list-style-type: none"> <li>a) the title of the resource (precise if the resource was self-employed or not);</li> <li>b) the name of the clinic;</li> <li>c) the work location (provide full address and community name, if available);</li> <li>d) the work experience that includes:           <ul style="list-style-type: none"> <li>-the duration : start date and completion date (month/year);</li> <li>-a brief description of the type of clinical experience performed by the proposed resource; and</li> <li>-the clientele served by the proposed resource.</li> </ul> </li> </ul>		
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4.1.1.2 Point-Rated Technical Criteria	Cross-Reference to proposal	Points awarded
<p>This RFP contains 7 Point-Rated Technical Criteria detailed as follows:            (See next page.)</p>		

**R1 Demonstrated experience providing clinical services to children (total of 9 points).**

The Bidder should describe the proposed resource's experience **as a Physician** providing clinical services to different age category of children.

For the purpose of this requirement, the age categories are defined as follows:

- babies (0 to 2 years)
- children (over 2 years to 12 years)
- adolescents (over 12 to 18 or 19 years depending on the province's rules)

To be considered eligible, the experience with each age category must be at minimum 6 months cumulative in duration (full-time or the equivalent on a part time basis) and must be acquired in the last sixty (60) months.

For the purpose of this requirement, "working full-time" is defined as 30 hours + per week.

For each experience, the Bidder must provide at minimum the following information:

- a) the title of the resource (precise if the resource was self-employed or not);
- b) the name of the clinic;
- c) the work location (provide full address and community name, if available);
- d) the work experience that includes:
  - the duration : start date and completion date (month/year);
  - a brief description of the type of clinical experience that explains the significance of the experience; and
  - the age of clients served.

*Scoring: 6 months minimum cumulative work experience with one age category of clients = up to three (3) points maximum per category, up to a maximum of nine (9) points in total for the three categories. Points will be given in accordance with the numbers of clients served as follows:*

- *Babies (up to a maximum of three (3) points):*
  - *Between 1 and 3 client(s) : 1 point;*
  - *Over 3 clients or more: 3 points.*
- *Children (up to a maximum of three (3) points):*
  - *Between 1 and 3 client(s) : 1 point;*
  - *Over 3 clients or more: 3 points.*
- *Adolescents (up to a maximum of three (3) points):*
  - *Between 1 and 3 client(s) : 1 point;* Page 10 of - de 43
  - *Over 3 clients or more: 3 points.*

<p><b>R2 Demonstrated knowledge and experience in a working or personal context with programs for Indigenous Peoples or programs related to health, education or social (federal, provincial and territorial) (total of 12 points).</b></p> <p>The Bidder should describe the proposed resource's <b>general knowledge and experience</b> with what is available to the residents of the various provinces and territories and to what is available for Indigenous peoples, wherever they may live.</p> <p>This includes Federal programs from Departments such as Indigenous Services Canada or Employment Social Development Canada as well as those of various provinces and territories (e.g., child benefit, social assistance program, health insurance plans Alberta Aids to Daily Living, etc.).</p> <p><u>For each knowledge or experience demonstrated, the <b>Bidder must provide at minimum the following information:</b></u></p> <ol style="list-style-type: none"><li>a) the name of the program and the relevant province or territory to which the program belongs (indicate if it is a national program or a program specific for Indigenous Peoples);</li><li>b) how the resource came to learn about the program (e.g. from work, educational, personal experience); and</li><li>c) the relation between the resource and the program and its overall depth of knowledge (e.g. did the resource work for the program, refer clients to the program, use the program in their personal life, etc.).</li></ol> <p><i>Scoring: up to a maximum of twelve (12) points. Points will be given as follows:</i></p> <ul style="list-style-type: none"><li>• <i>Demonstrated knowledge of one (1) program = one (1) point, up to a maximum of six (6) points.</i></li><li>• <i>Demonstrated experience with one (1) program = two (2) points, up to a maximum of six (6) points.</i></li></ul>		<b>/12</b>
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<p><b>R3 Demonstrated experience assessing cases in English and French (total of 4 points).</b></p> <p>The Bidder should describe the proposed resource's experience assessing cases in either French or English and ideally in both official languages.</p> <p>To be considered eligible, the experience must have been acquired in the last sixty (60) months.</p> <p><u>For each experience, the Bidder must provide at minimum the following information:</u></p> <p>a) the title of the resource (precise if the resource was self-employed or not);</p> <p>b) the work location (provide full address and community name, if available);</p> <p>c) the work experience that includes:</p> <ul style="list-style-type: none"><li>-the duration : start date and completion date (month/year); and</li><li>-a brief description of the type of assessments, whether they were provided orally or in written format and the language used.</li></ul> <p><i>Scoring: up to a maximum of four (4) points. Points will be given as follows:</i></p> <ul style="list-style-type: none"><li>• <i>demonstration of assessing one (1) case in English or French = one (1) point, up to a maximum of two (2) points;</i></li><li>• <i>demonstration of assessing one (1) case in English and French = two (2) additional points.</i></li></ul>		<b>/4</b>
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<p><b>R4 Demonstrated experience collaborating with various professionals from the health care, social or educational field (total of 6 points).</b></p> <p>The Bidder should describe the proposed resource's experience collaborating <b>as a Physician</b> with other professionals from the health care, social or educational field (e.g. physiotherapists, nurses, social workers, orthopedagogists, etc.).</p> <p><u>For each experience, the Bidder must provide at minimum the following information:</u></p> <ul style="list-style-type: none"><li>a) the title of the resource;</li><li>b) the other professional's credentials (title);</li><li>c) the purpose of their work relation; and</li><li>d) a brief description of how they collaborated with the other professional(s) on behalf of clients or for other professional reasons.</li></ul> <p><i>Scoring: up to a maximum of six (6) points. Points will be given as follows:</i></p> <p><i>*Other physicians are excluded and such experience will not be considered.</i></p> <p><i>**Experience acquired with professionals of the same profession will count as one experience overall.</i></p> <ul style="list-style-type: none"><li>• <i>one (1) work experience collaborating with a relevant professional = 2 points, up to a maximum of six (6) points.</i></li></ul>		<b>/6</b>
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<p><b>R5 Demonstrated knowledge and experience of Jordan’s Principle, the Inuit Child First Initiative and the Canadian Human Rights Tribunal (CHRT) related to Indigenous children (total of 8 points).</b></p> <p>The Bidder should describe the proposed resource’s knowledge and experience in :</p> <ol style="list-style-type: none"> <li>a) Describing Jordan’s Principle and the Inuit Child First Initiative;</li> <li>b) Providing first hand involvement with Jordan’s Principle and the Inuit Child First Initiative (e.g. working with clients on applications, writing a supporting document, working with a First Nation or Inuit led program) and;</li> <li>c) Describing CHRT Orders related to Indigenous children.</li> </ol> <p><i>Scoring: up to a maximum of eight (8) points. Points will be given based on the description of relevant elements under each category, as follows:</i></p> <ul style="list-style-type: none"> <li>• <i>Jordan’s Principle = one (1) point;</i></li> <li>• <i>the Inuit Child First Initiative= one (1) point;</i></li> <li>• <i>CHRT (processes, rulings) = one (1) point ;</i></li> <li>• <i>identifying substantive equality = one (1) point;</i></li> <li>• <i>identifying culturally appropriate services= one (1) point; and</i></li> <li>• <i>providing a concrete example of first hand experience with Jordan Principle or with the Inuit Child First Initiative = three (3) points.</i></li> </ul>		<p><b>/8</b></p>
<p><b>R6 Demonstrated knowledge of Childhood Development to ensure sound decision making in the best interest of children (total of 4 points).</b></p> <p>The Bidder should describe the proposed resource’s knowledge of Childhood development and describe key elements (e.g. social determinants of health, intergenerational trauma, community and family context) to take into consideration when making decision for the best interest of the child.</p> <p><i>Scoring: up to a maximum of four (4) points, as follows:</i></p> <ul style="list-style-type: none"> <li>• <i>Describing the importance of Childhood development when making decisions in the best interest of the child = 2 points;</i></li> <li>• <i>Providing one key element related to Childhood development = one (1) point, up to a maximum of 2 points.</i></li> </ul>		<p><b>/4</b></p>

<p><b>R7 Bonus criteria: Demonstrated ability to work in an Indigenous context (total 8 points).</b></p> <p>The Bidder should clearly demonstrate that the proposed resource :</p> <ul style="list-style-type: none"> <li>i) is able to communicate an indigenous language, respectively: <ul style="list-style-type: none"> <li>- oral (1 point)</li> <li>- writing (1 point)</li> <li>- reading (1 point)</li> </ul> </li> <li>ii) *self-identifies as Indigenous (1 point);</li> <li>iii) has lived or has work experience in an Indigenous community (1 point);</li> <li>iv) has worked with Indigenous children, respectively <ul style="list-style-type: none"> <li>- babies: 0 to 2 years (1 point)</li> <li>- children: over 2 years to 12 years (1 point)</li> <li>- adolescents: over 12 to 18 or 19 years depending on the province's rules (1 point)</li> </ul> </li> </ul> <p><b>*For ii) the Bidder must provide the <i>Self-declaration as Indigenous</i> signed by the proposed resource with their bid. See below.</b></p>		
<p style="text-align: center;"><b>Self-declaration as Indigenous</b></p> <p><b>Affirmation</b> <i>An Aboriginal person is a North American Indian or a member of a First Nation, a Métis, or Inuit. North American Indians or members of a First Nation include status, treaty or registered Indians, as well as non-status and non-registered Indians.</i></p> <p>I declare that I am an Aboriginal person and I understand that providing false or misleading information can lead to rejection of the bid.</p> <p>Proposed resource name (Print) _____ Signature _____ Date (YYYY-MM-DD) _____</p>		
<p><b>TOTAL MAXIMUM POINTS (R1 to R6)</b></p> <p>MINIMUM PASS MARK 60% (26 points)</p>	<p><b>/43</b></p>	
<p><b>Bonus criteria R7</b></p>	<p><b>/8</b></p>	
<p><b>Grand total</b></p>	<p><b>/51</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. **MINIMUM PASS MARK (60%)** : obtain the required minimum of 26 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 43 points. The bonus criteria is excluded from the calculation.
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.

### **5.2 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

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

#### **SECURITY CLAUSES:**

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Reliability Status** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Protected B**.
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information. 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 ISC.
8. Any substitute or alternate resource proposed for this contract:
  - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and
  - b) must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.
9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to

replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.

10. This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against 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 Agreement, attached as Annex D; and
- b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

#### 6.1.2 Contractor's Sites or Premises Requiring Safeguarding Measures

6.1.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

6.1.2.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010B](#) 2020-05-28 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 (to be determined at time of contract award)**

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

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_, 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 (to be determined at contract award)**

### **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

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 *(to be determined at contract award)*

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 (2020-05-28)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Security Requirements Agreement;
- (g) 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 Physician in relation to the new upcoming Jordan's Principle appeals process.

#### **2. Objective**

Indigenous Services Canada (ISC) requires the consultative services of professionals to form an appeal committee. The committee will be composed of 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 Nation 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 Our mandate**

As the number of submitted appeals of decisions continues to increase, there is an increased 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 Nation 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 inter-professional collaboration among the Consultants to form the appeal committee will provide a fuller 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 Nation children as possible, while providing more effective and transparent services and encouraging First Nation children and groups 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 denied 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 in order to come to a consensus.

The Consultant's 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 will perform the following tasks, but not limited to:

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

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 verbally the case with the requestor or its representative, (if requested by the requestor). All members of the panel must consent to this task prior to engaging and taking part in a discussion with the requestor or its representative.
5.	Provide written 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.  <i>This task is required to be done by only one member of the appeal panel.</i>
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.	<i>In the event that some members of the appeal panel disagree with the recommendations:</i>  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.	Receive initial training. The Consultant will be required to attend a virtual engagement/ orientation session transmitted from the National Capital Region (NCR) at the beginning of their contract.
2.	Participate and attend meetings. The Consultant will be required to travel to the NCR once annually for meetings. Should the attendance in person is not possible, the Consultant can participate virtually.
3.	Read and respond to emails.
4.	Inform the Secretariat of any period during which you will not be available, at least seven days in advance, when possible.
5.	Provide advice on topics 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 from a member of the Secretariat to take part in an appeals review and must provide a response within 24 hours to accept or refuse the request. If no response is received within this time frame, it will be considered as a refusal;

b) The Consultants forming the appeal panel will identify one or more designated Consultant(s) who 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 members to decide 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 meetings will be held virtually. 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 all the Consultants who took part in the discussion once the designated Consultant has completed it.
- 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 a second opinion.

#### **4.3.2 For an urgent appeal request:**

**Definition:** A appeal request is considered to be urgent when the denial or the delay of a service could reasonably result in significant or irremediable harm to a child or a group of children.

**Work methodology:** 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 Consultants' fields of expertise. The first Consultant who answers by mentioning that they are 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 their 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. The timeframe will usually be less than 12 hours.
- d) If an appeal request is denied by a single Consultant: should the recommendation made by the Consultant is negative an emergency appeal panel of three Consultants will be convened to review the denial immediately (without delay).

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

**Definition and work methodology:** When the single Consultant's 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 Consultants' fields of expertise. Selection will exclude the Consultant that reviewed and recommended the denial of the urgent request. The first three (3) Consultants who indicate that they are available to review the request immediately will form the appeal panel and will be assigned the urgent appeal request.

- a) The Consultants 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 Consultants forming the appeal panel will receive the urgent request, will review the request and will meet virtually via conference call or a video chat solution.
- d) The Consultants will identify the designated Consultant who will be responsible for completing the appeal assessment form.
- e) The designated Consultant will write electronically the final recommendations, in the language of the request if possible, otherwise, in their 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) Assess case request in a timely manner. Time estimates will vary depending on complexity of the case.
- b) Follow all the applicable appeal policies, procedures, guidelines and templates provided by the Secretariat;
- c) Ensure that information is kept confidential, and foster a good requester/professional relationship;
- d) 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
- e) 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 The Project Authority will provide the following:**

- a) Initial training by ISC to orient Consultants to their role, the context of the Appeals process, the Jordan's Principle authorities, the CHRT Orders and the analytical lenses to apply.
- b) Appeals process policy, administrative procedures, relevant information on Jordan's Principle, including the CHRT rulings, appeal assessment form to write recommendations, privacy policy; and any other relevant documentation for the appeal review.
- c) A Government of Canada issued laptop with departmental imaging/setup and applications, an ISC Microsoft Outlook email account and limited network access to ISC through web office or VPN connection access.

- d) Translation services to assist in the work of the case review, if required and when applicable.
- e) Assistance, support or feedback in a timely manner as required.
- f) Any other relevant information to support the review of the request.

#### 4.5.2 Role of the Secretariat

A Secretariat consisting of ISC employees 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.

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 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.

The Consultant will also need to demonstrate good collaboration with other team members and engage in respectful communication and integrity in their interactions with the people (children, requestor, Consultants, team members, etc.).

#### 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 premises of the Consultant or at the location of the contractor.

## 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 a First Nation language, ISC will ensure translation is provided.

## 8. Travel

**8.1** The Consultant may be required to travel in order to attend meetings (refer to 9.1 and 9.2 below) at the National Capital Region (NCR) through the period of the contract (at the beginning of their contract and then may have to travel to the NCR once annually for meetings thereafter).

*Should the current health crisis be resolved meetings (9.1 and 9.2) may be held in person, in which case the Consultant may be asked to travel to NCR to attend.*

**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 Initial training session:** A engagement/orientation session will be scheduled before the work under the new appeal process begins. The duration of this meeting should not exceed 2 days.

**9.2 Annual meetings:** An annual meeting to discuss and exchange information on many aspects of the process, for training updates, calibration, etc.

**9.3 Quarterly meetings:** Quarterly meeting will be held virtually by teleconference or by phone.

**ANNEX "B"**

**BASIS OF PAYMENT**

**(TO COMPLETE AND SUBMIT WITH YOUR BID)**

**FINANCIAL BID - Instructions to Bidders:**

Bidders must propose an all-inclusive fixed hourly rate for the Initial Contract Period (FIN 1) and the Optional Contract Periods 1 & 2 (FIN 2, FIN 3). Bidders are requested to indicate the applicable taxes. Proceed by completing the tables below.

**Additional notes:**

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 (FIN1):

Year 1: 140h

Year 2: 168h

Year 3: 202h

Optional Contract Period 1 (FIN 2):

Year 4: 243h

Optional Contract Period 2 (FIN 3):

Year 5 : 292h

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 \$ (To be determined at contract award) (applicable taxes are extra) (*To be determined at contract award*).
2. 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:

**(minutes worked × applicable hourly rate) / 60 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)			
Personal category - Physician	(A)	(B)	(C)
	Estimated Number of hours	All-inclusive fixed hourly rate (\$)	Total Cost (\$) (A) x (B)
Resource name:	510 hours	\$ _____	\$ _____
FIN1 : Total Price Initial Contract Period			\$ _____

FIN2:			
Optional Contract Period 1 (Year 4)			
Personal category - Physician	(A)	(B)	(C)
	Estimated Number of hours	All-inclusive fixed hourly rate (\$)	Total Cost (\$) (A) x (B)
Resource name:	243 hours	\$ _____	\$ _____
FIN2 : Total Price Optional Contract Period 1			\$ _____

FIN3:			
Optional Contract Period 2 (Year 5)			
Personal category - Physician	(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>			\$ _____

<b>Evaluated Price = FIN 1 + FIN 2 + FIN 3</b>	\$ _____
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Applicable taxes (%) = _____%	\$ _____
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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



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

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

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE

1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région FNIHB – OPHC - Jordan's Principle	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :									
3. Brief Description of Work / Brève description du travail <b>Consultants will review the appeal requests under Jordan's Principle and make Professional recommendations.</b>										
5. Contract Start and End date / Date de début et de fin du contrat April 1 2021 to / au March 31 2026	6. 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 : <table border="0"> <tr> <td>7.1 access to PROTECTED and/or CLASSIFIED information or assets / accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?</td> <td><input type="checkbox"/> No / Non</td> <td><input checked="" type="checkbox"/> Yes / Oui</td> </tr> <tr> <td>7.2 an access card to AANDC premises? / besoin d'une carte d'accès aux bureaux d'AANDC?</td> <td><input checked="" type="checkbox"/> No / Non</td> <td><input type="checkbox"/> Yes / Oui</td> </tr> <tr> <td>7.3 access to the departmental computer network? / accès au réseau informatique du Ministère?</td> <td><input type="checkbox"/> No / Non</td> <td><input checked="" type="checkbox"/> Yes / Oui</td> </tr> </table> <p>(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)</p>		7.1 access to PROTECTED and/or CLASSIFIED information or assets / accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui	7.2 an access card to AANDC premises? / besoin d'une carte d'accès aux bureaux d'AANDC?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui	7.3 access to the departmental computer network? / accès au réseau informatique du Ministère?	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
7.1 access to PROTECTED and/or CLASSIFIED information or assets / accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui								
7.2 an access card to AANDC premises? / besoin d'une carte d'accès aux bureaux d'AANDC?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui								
7.3 access to the departmental computer network? / accès au réseau informatique du Ministère?	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui								

PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)

PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS		
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? / Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? / Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties? If yes, specify: / Si oui, spécifiez :	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
a) Email transmission / Transmission par courrier électronique :	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
9.3 Will the supplier be required to safeguard COMSEC* information or assets? / Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC* ?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécopieur sécuritaire)		

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	Please refer to question : Veuillez vous référer à la question :	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information /Assets Renseignements/Biens	7.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information /Assets (off site) Renseignements/Biens (extérieur)	8	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information /Assets (off site) Renseignements/Biens TI (extérieur)	9.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission – e-mail Transmission TI - courriel	9.2 a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
IT Transmission – other Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
Remote Access to Network Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART C – PERSONNEL / PARTIE C – PERSONNEL

11.1 Personnel Security Screening Level Required:  
 Niveau d'enquête de la sécurité du personnel requis :

N/A / Non requis   
  Reliability/ Fiabilité   
  Confidential/ Confidentiel   
  Secret   
  Top Secret/ Très secret

11.2 May unscreened personnel be used for portions of work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

No Non   
  Yes Oui   
  N/A / Non requis

12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

**ANNEX "D"**

**SECURITY REQUIREMENTS AGREEMENT  
(TO BE COMPLETED AT CONTRACT AWARD)**

Company name: \_\_\_\_\_  
Request for proposal:  
Contract: \_\_\_\_\_

1. **Physical Security Transportation and Safeguard Requirements**

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

1.1 Physical Safeguards:

The Protected documents must be safeguarded in a locked security container with access restricted to the contractor only.

	<b>Protected A</b>	<b>Protected B</b>
<b>Container</b>	Key locked container	Dial lock container
<b>Facility</b>	Restricted access room within office/home	Restricted access room within office/home

**Definitions:**

**Protected information:** Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

**Protected A:** Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

**Protected B:** Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

1.2 **Transportation**

1.2.1 Transportation of Paper Records:

- **Protected** documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.

- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

### 1.2.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

### 1.2.3 Discussion:

- Sensitive information must never be read, displayed, discussed or used in public areas.
- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the conference room has the proper security screening level, the need-to-know and that the door is closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss **Sensitive** matters.

## 2. IT Security Requirements

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

### 2.1 Electronic Storage

- Store **Protected** electronic documents on encrypted removable media (USB key) that use approved Government of Canada standards (FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements.  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- Select strong passwords for your encrypted USB keys. The level of protection provided by such devices is directly related to the strength of the password chosen.

### 2.2 Electronic Possession, Transportation and Processing

When there is a requirement for the contractor to transport, process or electronically store departmental information, the contractor must ensure that the data remains secure at all times no matter what level of confidentiality the information is by adhering to the following requirements:

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;

- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006>  
Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

### 2.3 Electronic Transmission of Departmental Data

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with CIRNAC/ISC's personnel. The use of electronic transmission methods other than those listed below is prohibited.

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
<b>Protected A</b>	Email	The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met: <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password; and</li> <li>• Email server communication is protected with TLS encryption.</li> </ul>
	Fax	The Contractor can transmit Protected A Data to CIRNAC/ISC via fax as long as the following requirements are met: <ul style="list-style-type: none"> <li>• The sending fax machine is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advise recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>
	Wireless Communications	If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:

		<ul style="list-style-type: none"> <li>▪ The administrator user name and password must be changed from their default values;</li> <li>▪ The network name (SSID) has been changed from its default value; and</li> <li>▪ WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:               <ul style="list-style-type: none"> <li>• Must be 8 characters or longer;</li> <li>• Have at least one upper case character;</li> <li>• Have at least one lower case character;</li> <li>• Have at least one numeric character; and</li> <li>• Have at least one allowed special character</li> </ul> </li> </ul>
<p><b>Protected B</b></p>	<p>Encrypted and Digitally Signed eMail</p>	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password;</li> <li>• The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and</li> <li>• Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings:               <ul style="list-style-type: none"> <li>• One of the following encryption algorithms is used:                   <ul style="list-style-type: none"> <li>▪ 3DES-168 Bit or higher</li> <li>▪ AES-128 Bit or higher</li> </ul> </li> <li>• Digitally signed with one of the following algorithms:                   <ul style="list-style-type: none"> <li>▪ RSA (Rivest, Shamir, Adleman)</li> <li>▪ DSA (Digital Signature Algorithm)</li> <li>▪ ECDSA (Elliptic Curve Digital Signature Algorithm)</li> </ul> </li> <li>• One of the following Hash functions is used in the generation of digital signatures:                   <ul style="list-style-type: none"> <li>• SHA-224</li> <li>• SHA-256</li> <li>• SHA-384</li> <li>• SHA-512</li> </ul> </li> </ul> </li> </ul>
	<p>Wireless Communications</p>	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>▪ The administrator user name and password must be changed from their default values;</li> </ul>



		<ul style="list-style-type: none"> <li>▪ The network name (SSID) has been changed from its default value; and</li> <li>▪ WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> <li>• Must be 12 characters or longer;</li> <li>• Have at least one upper case character;</li> <li>• Have at least one lower case character;</li> <li>• Have at least one numeric character; and</li> <li>• Have at least one allowed special character</li> </ul> </li> </ul>
	CIRNAC/ISC Secure File Exchange Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC's Secure File Exchange service as long as following requirements are met:</p> <ul style="list-style-type: none"> <li>• A personally identifiable unique username and password is assigned to the user by CIRNAC/ISC; and</li> <li>• The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (<b>See annex 1 of security requirement agreement</b>)</li> </ul>
	CIRNAC/ISC Collaboration Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC's Collaboration service as long as following requirements are met:</p> <ul style="list-style-type: none"> <li>• A personally identifiable unique username and password is assigned to each user by CIRNAC/ISC.</li> </ul>
	Fax	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The sending fax machines is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advises recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>

#### 2.4 Remote Connectivity to the Department's Network

The contractor requires remote access to the Department's network and IT Systems. Remote access is to be configured in the following manner:

- A unique identifier and password is assigned to each user and is used to authenticate the user to the network; and
- The Citrix Portal <https://pa-ap.aadnc-aandc.gc.ca> is used.

Note: The department has Certified and Accredited its remote connectivity services for access to and/or transmission of information up to Protected B. CIRNAC/ISC accepts any residual risk for their use during the contract. Therefore, an IT inspection by CIRNAC/ISC to verify remote access services is not required.

### 3. Inspection

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

### 4. Security Costs

The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.

## Annex 1

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

#### **Acceptable Use Policy**

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

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

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

## SECURITY AGREEMENT

I, \_\_\_\_\_ (Contractor) and authorized resources will fulfill the duties as contractor working under the contract \_\_\_\_\_, as set out below, to the best of our abilities.

1. Will abide by all of Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
3. Agree to notify ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of ISC security clauses and requirements included in this contract.

I, the undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:

Contractor:

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CIRNAC/ISC Project Authority:

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_