



August 8, 2013

20-13-6005

LETTER OF INVITATION

Dear Sir/Madam:

The Department of Indian Affairs and Northern Development (DIAND) invites you to submit a proposal for the following work:

Aboriginal Demographic and Socio-Economic Policy Research, and Métis Rights and/or Non-Status Indian Issues, Policy and Research – Standing Offer Agreements

For the bid to be considered compliant, the bidder must submit at the time of bid closing, all completed and duly signed Certification forms included herein as part of the tender documents.

As a result from this proposal call, DIAND intends to award Standing Offer Agreements as follows:

Work Stream 1	A maximum of 9 Standing Offer Agreements
Work Stream 2	A maximum of 9 Standing Offer Agreements
Work Stream 3	A maximum of 2 Standing Offer Agreements
Work Stream 4	A maximum of 2 Standing Offer Agreements
Work Stream 5	A maximum of 2 Standing Offer Agreements
Work Stream 6	A maximum of 5 Standing Offer Agreements

Period of the Standing Offers is from award to October 31, 2016 with two (2) additional one (1) year option periods.

The Bidder must identify at least one (1) of the following work streams for which they are submitting a proposal and submit **a separate proposal for each work stream:**

1. Research Design Services - Aboriginal Demographic and Socio-Economic Issues
2. Quantitative Analysis and Knowledge Transfer Services - Aboriginal Demographic and Socio-Economic Issues
3. Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Governance and Capacity
4. Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Emerging Issues
5. Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Historical Research
6. Policy Development Services – Aboriginal Relations and Socioeconomic Issues

In a companion Request for Proposals (RFP) under the Set-Aside Program for Aboriginal Businesses (PSAB), solicitation 20-13-6006, DIAND is seeking to establish six (6) Standing Offer Agreements.

LETTER OF INVITATION

In the event that less than six (6) Standing Offer Agreements are awarded under the companion solicitation 20-13-6006 to this solicitation, DIAND will increase the number of competitively awarded Standing Offer Agreements under this solicitation up to a maximum of thirty-five (35) Standing Offer Agreements overall.

The proposal shall be in accordance with the requirements of the attached Instructions to Bidders, Selection and Evaluation Criteria, Articles of Agreement, General Conditions, Supplementary Conditions, Terms of Payment, Statement of Work, Intellectual Property.

Please ensure that your proposal is complete in all respects and includes all information required for a comprehensive evaluation in accordance with the criteria described in the Selection and Evaluation Criteria attached.

Tous les documents de cet appel d'offres sont aussi disponibles dans la langue française. / All Request for Proposal documents associated with this proposal call are also available in the French language.

*Bidders should indicate in their proposal the official language(s) in which they can provide the services. The successful Bidder(s) must be able to provide their services in either **English or both Official Languages of Canada.***

The price(s) quoted in the financial proposal are to be expressed as a fixed per diem rate(s) for the Work described in Appendix "D", Statement of Work, in accordance with the Instructions to Bidders and Appendix "C", Terms of Payment attached herein. The fixed per diem rate(s) must include all payroll, overhead costs and profits required to complete the Work.

The invited bidders shall not introduce in their proposal cost elements which are not requested in this Request for Proposals.

The price(s) quoted shall include any and all applicable taxes, subject to the following:

- a) The proposal shall expressly indicate whether the Contractor is a registrant in the Federal Goods and Services Tax (TPS) Program, the Harmonized Sales Tax (HST) Program and/or the Quebec Sales Tax (QST) Program, and, if so, shall set out the registration number(s).
- b) If the bidder is so registered, the proposal shall make separate reference to any amounts to be charged on account of the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and/or the Quebec Sales Tax (QST).

Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) shall be delivered to the following address, on or before **15:00 hrs, Eastern Daylight Time (EDT), September 18, 2013:**

Mailing Address:

Department of Indian Affairs and Northern Development
c/o Heritage Canada
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

Location:

Heritage Canada (Acting as the Bid Receiving Agent on behalf of DIAND)
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

LETTER OF INVITATION

In order to be considered, proposals or any amendments thereto must be received at the above address on or before the exact time and date set for the receipt of proposals. Late proposals will be returned unopened to senders.

Due to enhanced security measures for visitors to the building, the Procurement Officer has made the necessary arrangements with the building security/Commissionaires to allow Bidders, who choose to deliver their proposals by hand, access to the above location address during normal business hours (8:00 am to 4:00 pm). Proposals that are sent in by mail or by courier are routed through the Departmental Mail Room.

Proposals submitted by facsimile, electronic mail or by other means of electronic transmission shall not be accepted. However, proposals may be amended by facsimile or electronic means if such amendment is received prior to the closing date and time set herein for receipt of proposals.

No extension to the closing date and time for the receipt of proposals will be given unless the Department is responsible for an omission or an error in the tender documents significant enough in nature to warrant an extension of the bid closing date to allow bidders sufficient time to review their proposals. Bidders are therefore requested to submit, in writing, any technical-type questions concerning this proposal call at least 5 working days prior to the tender closing date to enable final preparation and submission of proposals in time to meet the closing deadline.

Please note that the lowest priced, or any proposal, will not necessarily be accepted.

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Samantha Walker by facsimile at 819-953-7830, or by e-mail at Samantha.Walker@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

Yours sincerely,

Samantha Walker
Senior Procurement Officer
Aboriginal Affairs and Northern Development Canada
c/o Heritage Canada acting as Bid Receiving Agent on behalf of DIAND, 15 rue Eddy, 2nd Floor Mailroom 2F1
(Heritage)
Gatineau, QC K1A0M5

Attach.

INSTRUCTIONS TO BIDDERS

1. This Request for Proposal (RFP) package consists of the components described below:

RFP PACKAGE CONTENTS	
COMPONENT	DESCRIPTION
<u>Selection and Evaluation Criteria</u>	Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.
Articles of Agreement Appendix A : General Conditions Appendix B : Supplementary Conditions Appendix C : Terms of Payment Appendix D : Statement of Work Appendix E : Intellectual Property Appendix F : Travel Expense Information Appendix G : Security Requirements Checklist	This material is provided for your information only. It details the specific Contract/Standing Offer Agreement/Supply Arrangement terms and conditions you will be bound by if you are a successful Bidder. You do not need to return this information with your proposal.
Annex A : Certificate of Independent Bid Determination	Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".
Annex B: Certifications	Bidders must complete, sign and submit, as part of their technical proposal package, the Certifications attached hereto as Annex "B".

2. Bidders must provide all information necessary for DIAND to evaluate their proposals and for their proposals to be considered by DIAND, as indicated in this Request for Proposals (RFP). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable DIAND to complete its evaluation.
3. **Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) must be delivered on or before the date and time stipulated in the Letter of Invitation.** Electronically transmitted bids will not be accepted.

INSTRUCTIONS TO BIDDERS

4. Tender Envelope Submissions

Bidders must clearly identify, on the envelope containing their Technical Proposal, the following:

Technical Proposal

- RFP Number: 20-13-6005
- Project Name: Aboriginal Demographic and Socio-Economic Policy Research, and Métis Rights and/or Non-Status Indian Issues, Policy and Research
- Closing Date: September 18, 2013
- “*Tender Documents Enclosed*”
- *Bidders Name and Address*

Bidders must clearly identify, on the envelope containing their Financial Proposal, the following:

Financial Proposal

- RFP Number: 20-13-6005
- Project Name: Aboriginal Demographic and Socio-Economic Policy Research, and Métis Rights and/or Non-Status Indian Issues, Policy and Research
- Closing Date: September 18, 2013
- “*Tender Documents Enclosed*”
- *Bidders Name and Address*

5. Bidder’s GST/HST Registration Number

Bidders registered in the Federal Goods and Services Tax Program or the Harmonized Sales Tax Program shall set out the registration number in their proposal.

6. Language of Contractual Documents

Should your bid be successful following the evaluation process, the language of the contractual documents will be the same as the language you chose to use in your proposal.

7. Proposal Signatures

In order to be considered, proposals must be signed by the Bidder or by an authorized representative of the Bidder. If a proposal is being submitted by a joint venture, the proposal must clearly state that it is submitted as a joint venture and must be signed by all members of the joint venture, or, a statement must be provided to the effect that the signatory represents all members of the joint venture.

8. Legal Capacity

The Bidder/Offeror must have the legal capacity to contract. If the Bidder/Offeror is a sole proprietorship, a partnership or a corporate body, the Bidder/Offeror must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders/offerors submitting a bid as a joint venture.

INSTRUCTIONS TO BIDDERS

9. Debriefing

A debriefing will be provided, on request, only following entry by the Department of Indian Affairs and Northern Development (DIAND) into a contractual arrangement with the successful Bidder(s). Should a Bidder desire a debriefing, the Bidder must contact Samantha Walker by fax at 819-953-7830 or by email at Samantha.Walker@aadnc-aandc.gc.ca within fifteen (15) working days of receipt of notification that their bid was unsuccessful. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

10. Bidders Recourse

If, despite the information provided during the debriefing, a Bidder is still dissatisfied with the Department's handling of the procurement, the following recourse mechanisms are available:

- 10.1 in the case of all procurements, unsuccessful bidders have the right to file a written complaint with the Departmental Procurement Review Committee, Department of Indian Affairs and Northern Development;
- 10.2 in the case of procurements subject to the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada - Chile Free Trade Agreement (CCFTA) or the Canada – Peru Free Trade Agreement (CPFTA), unsuccessful bidders have the right to file a written complaint with the Canadian International Trade Tribunal; and/or
- 10.3 in the case of procurements not subject to trade agreements, unsuccessful bidders have the right to bring action in Federal Court.

Bidders are requested to contact the Procurement Official identified in the Request for Proposals, Letter of Invitation for further information regarding complaint filing procedures.

11. Bid Validity Period

- 11.1 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- 11.2 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive Bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- 11.3 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.
- 11.4 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either: (a) continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or (b) cancel the solicitation; or (c) cancel and re-issue the solicitation.

12. Receipt and Custody of Proposals

- 12.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.

INSTRUCTIONS TO BIDDERS

- 12.2 Proposals received after the closing time will not be considered and will be returned unopened to the sender.
- 12.3 Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned.
- 12.4 All proposals as described in 12.3 above are subject to the provisions of the *Access to Information Act*.

13. Compliance with Request for Proposals Instructions, Clauses and Conditions and Resulting Service Contract/Standing Offer Agreement/Supply Arrangement Terms and Conditions

Bidders who submit a proposal in response to this Request for Proposals agree to be bound by the instructions, clauses and conditions of this solicitation and accept the terms and conditions of the resulting Service Contract/Standing Offer Agreement/Supply Arrangement. Proposals not in compliance with this requirement will be deemed to be non-compliant and given no further consideration.

14. Cost Limitations

- 14.1 **Request for Proposal Stage:** Bidders who are currently under Standing Offer Agreements, Supply Arrangements or Service Contracts with other programs within DIAND for the provision of services similar to those set out in the RFP shall not offer in this proposal call rates that exceed those rates established in their current contractual agreements. Bidders may, however, introduce new rates for those time periods that are not currently covered by existing Standing Offer Agreements, Supply Arrangements or Service Contracts.
- 14.2 **Upon Award:** It is understood and agreed, that the Bidder/Contractor has not/shall not, for the purpose of this agreement, introduce time rates that exceed those rates which have been established under any other Standing Offer Agreements, Supply Arrangements or Service Contracts currently in force between the Bidder/Contractor and other programs within DIAND for the provision of similar services over the same time periods as those set out in this Standing Offer Agreement.

15. Basis of Fees and Cost Quotation

- 15.1 The price(s) quoted in the financial proposal must be expressed in terms of fixed per diem rate(s) based on a 7.5 hour day for each member of the project team - if applicable - assigned to perform the Work under the Standing Offer Agreement over consecutive years as follows:

RESOURCE(S)	YEAR 1 PER DIEM RATES (CAD\$) Award to October 31, 2014	YEAR 2 PER DIEM RATES (CAD\$) November 1, 2014 to October 31, 2015	YEAR 3 PER DIEM RATES (CAD\$) November 1, 2015 to October 31, 2016	OPTION YEAR 1 PER DIEM RATES (CAD\$) November 1, 2016 to October 31, 2017	OPTION YEAR 2 PER DIEM RATES (CAD\$) November 1, 2017 to October 31, 2018
	\$	\$	\$	\$	\$

INSTRUCTIONS TO BIDDERS

15.2 At no time will time rates include such things as travel/miscellaneous expenses, or GST/HST as such practices inflate time rates, do not reflect market/going rates and may prejudice against a Bidder from being awarded a Standing Offer Agreement.

15.3 The fixed per diem rate(s) will be inclusive of all payroll, overhead costs and profits required to complete the Work (Note: fixed per diem rate(s) are not to be quoted as ranges).

16. Federal Contractors Program for Employment Equity – Standing Offer Certification

16.1 By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [HRSDC-Labour's website](#).

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

17. Option to Extend Standing Offer Agreement

17.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by two (2) additional one (1) year periods under the same terms and conditions.

17.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Standing Offer Agreement expiry date.

17.3 The Contractor agrees that, during the extended period the Standing Offer Agreement, the rates/prices will be in accordance with the provisions of the Standing Offer Agreement.

18. Standing Offer Agreement Award

The Department intends to award twenty-nine (29) Standing Offer Agreements as a result of this proposal call.

In the event that less than six (6) Standing Offer Agreements are awarded under the companion solicitation 20-13-6006 to this solicitation, DIAND will increase the number of competitively awarded Standing Offer Agreements under this solicitation up to a maximum of thirty-five (35) Standing Offer Agreements overall.

19. Bidder Notification

Bidders will be notified in writing of the successful Contractor(s) name and address, once the Department has completed the evaluation of all valid bids received.

20. Intellectual Property

The Department of Indian Affairs and Northern Development has determined that any Intellectual Property arising from the performance of the Work under the Standing Offer Agreement will vest in Canada for the following reason: the main purpose of the Standing Offer Agreement, or of the deliverables contracted for is to generate knowledge and information for public dissemination.

INSTRUCTIONS TO BIDDERS

21. Former Public Servants In Receipt of a Lump Sum Payment or Government Pension

Bidders who are contracting as an individual; a Corporation/Partnership or, a Sole Proprietorship with a Major Controlling Interest in the Contracting Entity that are either:

- a) a former public servant in receipt of a lump sum payment package; or
- b) a former public servant in receipt of a government pension

must provide, as part of their technical proposal, the following information regarding their status as a former public servant:

- a) if applicable, termination date, amount of lump sum payment incentive and lump sum payment period; and/or
- b) date of retirement: Month/Day/Year

22. Communications During Request for Proposal Tendering Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Samantha Walker by facsimile at 819-953-7830, or by e-mail at Samantha.Walker@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

23. Security Requirements – Streams 1-5 - Reliability

- 23.1 Pursuant to the Policy Government Security, the nature of the services to be provided under this Supply Arrangement requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.
- 23.2 Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
- 23.3 The Contractor and their 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**.
- 23.4 The Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization's premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.
- 23.5 The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List (attached hereto as Appendix G); and
 - (b) Policy Government Security (Latest Edition)
- 23.6 ***For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:*** In order to demonstrate compliance with this requirement, and , for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder's proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:
 - (a) Name of Company, Address and Phone Number;

INSTRUCTIONS TO BIDDERS

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

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

CERTIFICATION	
<p>If successful, as a duly authorized representative of (Enter Firm/Contractor Name) I do hereby certify that (Enter Firm/Contractor Name) and all proposed resources that are currently not in possession of a valid Government of Canada Security Screening at the minimum level of Reliability Status agree to be sponsored by the Department to obtain the required Security Screening prior to providing services under any resulting contract.</p>	
<p>_____</p> <p>Name of Duly Authorized Representative (Print)</p>	<p>_____</p> <p>Signature of Duly Authorized Representative</p>
<p>_____</p> <p>Title</p>	<p>_____</p> <p>Date</p>

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

This procedure is in accordance with the Departmental and *Policy on Government Security* (TBS July, 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Reliability Status** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. AANDC respects the privacy of Canadians, the information on this form is required for the purpose of providing security screening assessments. It is collected under the authority of the Policy Government Security and is protected by the provisions of the Privacy Act in institutions which are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to perform the contract work that is associated with this Personnel Screening Request. Failure on the part of the Bidder’s resources to comply with these requirements will result in those resources being deemed non-compliant, with no further consideration given. Non-compliant resources will be deemed ineligible to complete any work associated with this contract.

INSTRUCTIONS TO BIDDERS**24. Security Requirements – Stream 6 Only - Secret**

- 24.1 Pursuant to the Government of Canada Security Policy, the nature of the services to be provided under this contract requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.
- 24.2 Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Secret**.
- 24.3 The Contractor and their personnel requiring access to **CLASSIFIED** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Secret**.
- 24.4 The Contractor **MUST NOT** possess or safeguard **CLASSIFIED** information/assets at their organization's premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.
- 24.5 The Contractor must comply with the provisions of the:
- (a) Security Requirements Check List (attached hereto as Appendix G); and
 - (b) Government Security Policy (Latest Edition)
- 24.6 ***For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:*** In order to demonstrate compliance with this requirement, and , for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder's proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:
- (a) Name of Company, Address and Phone Number;
 - (b) Company Security Officer Name and Telephone Number;
 - (c) Security Screening or Clearance Certificate Number;
 - (d) Level of GoC Security Screening or Clearance;
 - (e) Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
 - (f) Effective Date of Screening or Clearance.

SELECTION AND EVALUATION CRITERIA

Technical Evaluation

Bidders must ensure that their proposal provides sufficient evidence for DIAND to assess the compliance of their proposal with the following criteria, and for their proposal to be considered by DIAND as indicated in this RFP. It is the sole responsibility of Bidders to provide sufficient information in their proposals to enable DIAND to complete its evaluation. Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's proposal is the sole demonstration of the Bidder's capacity to fulfil the work as described in this RFP. No prior knowledge of, or experience with, the Bidder or the Bidder's work will be taken into consideration.

Bidders must complete, sign and submit, as part of their technical proposal package Annex "A" and "B".

Bidders may propose against any of the following work streams:

1. Research Design Services - Aboriginal Demographic and Socio-Economic Issues
2. Quantitative Analysis and Knowledge Transfer Services - Aboriginal Demographic and Socio-Economic Issues
3. Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Governance and Capacity
4. Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Emerging Issues
5. Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Historical Research
6. Policy Development Services – Aboriginal Relations and Socioeconomic Issues

Bidders MUST clearly identify within their Proposal which Work Stream(s) they are proposing against. To facilitate the evaluation process, for each Work Stream that is being proposed against, the Bidder must submit a separate proposal. Proposals will be evaluated as follows:

Each Proposal will be evaluated separately, against the Mandatory Requirements and Point-Rated Criteria for the Work Stream(s) for which the Bidder has indicated it wishes to provide services. Within each Work Stream, the Selection and Evaluation Process for Proposals consists of the following three (3) stages:

- Stage 1 - Bidders will be evaluated on Mandatory Requirements **M1-M2** (Stream 6: M1-M3).
- Stage 2 - Bidders meeting ALL of **M1-M2** (Stream 6: M1-M3) will be evaluated on the basis of Point-Rated Criteria **R1-R3**.
- Stage 3 - Bidders' proposed resources meeting the pass mark (70%) for Point-Rated Criteria **R1-R3** inclusive, will be evaluated on the basis of their Financial Proposal.

Bidders failing to meet any of the above will be deemed non-compliant at the stage where they fail to meet, and will be given no further consideration beyond that stage.

SELECTION AND EVALUATION CRITERIA

Mandatory Criteria – Work Stream 1: Research Design Services, Aboriginal Demographic and Socio-Economic Issues

Bidder proposals **MUST** meet **ALL** of the Mandatory Requirements of this work stream to be considered for further evaluation. Failure of a Bidder to meet any one (1) or more of the Mandatory Requirements will result in the proposal being deemed non-compliant, with the proposal being given no further consideration for the work stream.

WORK STREAM 1 - MANDATORY CRITERIA #1	MET	NOT MET
<p>M1 Qualifications of Resources</p> <p>The Bidder must propose at least one (1) resource and no more than five (5). For each resource named, a detailed curriculum vitae (CV) must be provided. <i>CVs must demonstrate that proposed resources have met ALL of the following minimum requirements:</i></p> <ul style="list-style-type: none"> • Graduation with a degree from a recognized university with acceptable specialization in Economics, Social Sciences or Statistics, or a related field (a justification must be provided in order to show how the education attainment enables resource to contribute to Aboriginal research). Proof of education, a photocopy of degree(s), must be included in the proposal. • Experience undertaking at least three (3) projects specifically on Aboriginal demographic and/or socio-economic research, in which the resource was responsible for undertaking at least one of the following types of activities: <ul style="list-style-type: none"> – Survey design/implementation – Meta-analysis/system review – Qualitative research designs – Prospective analysis – Structured literature reviews • Experience working with Aboriginal organization(s) and/or stakeholder(s). • In-depth knowledge of Aboriginal demographic and socio-economic issues. • Published at least two (2) peer-reviewed books or articles specifically on Aboriginal demographic and/or socio-economic research. <p>Relevant work experience should be listed chronologically, with brief descriptions of the nature of the work that indicate the depth of the resource’s knowledge and experience.</p> <p>CVs should also include information about training, professional attainments, research grants, awards, publications, and any other information deemed relevant by the Bidder. All formal training should be listed chronologically; the title of the course or program and duration in days, months or years should be included.</p> <p><i>CVs will be used to evaluate resources against Mandatory M1 AND Point Rated Criteria R1.</i></p>		

SELECTION AND EVALUATION CRITERIA

WORK STREAM 1 - MANDATORY CRITERIA #2	MET	NOT MET
<p>M2 Resource Project Summaries & References</p> <p>M2.1 For each of the three (3) projects listed in the proposed resource’s CV the Bidder must provide written project summaries. The project summaries must describe in detail the proposed resources’ experience in successfully providing Aboriginal demographic and/or socio-economic research and analysis as described in Appendix D, Statement of Work, during the past seven (7) years (dates calculated based on the closing date of the RFP).</p> <p>Within each project summary provided, the Bidder MUST indicate (a-g):</p> <ul style="list-style-type: none"> a) the name and a brief description of the client organization; b) the dates/duration (in years/months) of the project; c) the total resource level of effort (in days) for the duration of the project; d) a description of the services provided by the resource during the project, including his/her role and responsibilities in relation to the project; e) a brief description of the scope and complexity of the project, purpose, objectives, methodological approaches and/or theoretical frameworks utilized, needs, and issues which necessitated the contribution of the proposed resource; f) the extent to which the project finished on time, on budget and in accordance with the established project goals; and g) the name, title, e-mail address and telephone number of the client project authority*. <p>* References may be contacted, to validate information, at DIAND’s discretion.</p> <p>The Bidder MUST use Table M2.1 – Resource Project Summary Form – for each Project Summary submitted. The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Table. The Bidder should copy Table M2.1 as required.</p> <p>M2.2 The Bidder must include within its Proposal, a signed reference letter for each of the project summaries (using template, Table M2.2).</p> <p>The reference* must be able to confirm the Resource’s competencies in conducting research on Aboriginal issues. The reference letter/template must be from an individual or a firm outside of the Bidder’s organization and not from immediate relatives.</p> <p>* References may be contacted, to validate information, at DIAND’s discretion.</p> <p><i>Summaries and references will be used to evaluate resources against Mandatory Criteria M2 AND Point Rated Criteria R2.</i></p>		

SELECTION AND EVALUATION CRITERIA

Resource Project Summary Form

Table M2.1 – Resource Project Summary Form: Template submitted **MUST** contain the information required in **Mandatory Requirement M2 (a-g)** at a minimum.

Work Stream 1 – Research Design Services, Aboriginal Demographic and Socio-Economic Issues			
Bidder Name:		Project Name:	
Resource Name:			
Client Organization [a]:			
Dates/Duration [b]: (in years/months)		Level of Effort (Days) [c]:	
Services provided by the Resource during the project [d]			
Project objectives, scope, needs and issues [e]			
Extent and Role of the Resource’s involvement in the Assignment, including project outcome and results [f]			
Client Project Authority Name, Title, E-mail address, Phone Number [g]			

SELECTION AND EVALUATION CRITERIA

Point Rated Criteria – Work Stream 1: Research Design Services, Aboriginal Demographic and Socio-Economic Issues

<p>R1 Resource Qualifications The evidence within the CV(s) for the Bidder’s proposed Resource(s), submitted in response to Mandatory Requirement M1 will be evaluated on the breadth of the individual’s experience regarding the provision of Aboriginal demographic and/or socio-economic research services, as defined in the Statement of Work.</p>		
Criteria	Weight	Evaluation Factors
R1.1 Education attainment	/7	3 points for a master’s degree. 4 additional points for a PhD. Either degree must be from a recognized university with acceptable specialization in Economics, Social Sciences or Statistics, or a related field (a justification must be provided in order to show how the education attainment enables the resource to contribute to Aboriginal research). Proof of education (a photocopy of the degree) must be included in the proposal.
R1.2 Work experience on Aboriginal issues.	/8	2 points per past project (in excess of the 3 projects identified in M1), up to 8 points.
R1.3 Aboriginal organizations or stakeholders engaged in past work experience.	/5	1 point per each First Nation, Inuit, Métis and Non-Status Indians (MNSI) and/or Aboriginal organization, up to 5 points
Sub-Total	/20	
<p>R2 Resource Experience The evidence within the Project summaries for the Bidder’s proposed Resource submitted in response to the Mandatory Requirement M2, will be evaluated on the breadth and quality of the individual’s experience regarding the provision of Aboriginal (First Nations, Inuit, Métis, and Non-Status Indians, including those in Urban settings) demographic and/or socioeconomic research services, as defined in the Statement of Work. The three examples of work experience will be rated as a whole.</p>		
Criteria	Weight	Evaluation Factors
R2.1 Experience in carrying out demographic and/or socio-economic research and analysis activities specific to the Aboriginal context in Canada.	/20	Four (4) points will be allocated per type of activity undertaken in the three submitted examples of work experience, Specific activity types include: <ul style="list-style-type: none"> • survey design/implementation; • meta-analysis/system review; • qualitative research designs; • prospective analysis; and/or • structured literature reviews. <p>Up to 20 points.</p>
R2.2 Experience in carrying out demographic and/or socio-economic research and analysis activities specific to the Aboriginal context in Canada.	/15	Three (3) points will be allocated per theme addressed in the three examples of work experience. Specific themes include: <ul style="list-style-type: none"> • social outcomes; • economic development; • women;

SELECTION AND EVALUATION CRITERIA

		<ul style="list-style-type: none"> • youth; and/or • urban. <p>Up to 15 points.</p>
Sub-Total	/35	
<p>R3 Resource References The evidence within the reference template for the Bidder’s proposed Resource submitted in response to the Mandatory Requirement M2.2, will be evaluated on the quality of the individual’s reference.</p>		
R3.1 Reference #1	/15	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answer for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.</p>
R3.2 Reference #2	/15	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answer for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.</p>
R3.3 Reference #3	/15	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answers for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.</p>
Sub-Total	/45	
Total	/100	Minimum Pass Mark: 70%

SELECTION AND EVALUATION CRITERIA

Pass-mark

In order to be judged acceptable, proposals must meet all the mandatory requirements. Only resources that achieve a pass-mark of 70% overall on point-rated criteria **R1-R3** will be considered for selection on the basis of their financial proposal.

Selection

Only acceptable proposals will be considered.

The total price (per diem rates of Year 1+2+3) submitted in each acceptable proposal will be divided by its respective rating score and **the nine (9) proposals** offering the lowest cost per point, will be deemed to represent best value to the Department.

Where the Bidder proposes multiple resources, the average score of the acceptable resources will determine the Bidder's rating score.

Where the Bidder proposes multiple per diem rates, the average per diem rate (Year 1+2+3) of the acceptable resources will determine the total price.

SELECTION AND EVALUATION CRITERIA

Mandatory Criteria – Work Stream 2: Quantitative Analysis and Knowledge Transfer Services, Aboriginal Demographic and Socio-Economic Issues

Bidder proposals **MUST** meet **ALL** of the Mandatory Requirements of this work stream to be considered for further evaluation. Failure of a Bidder to meet any one (1) or more of the Mandatory Requirements will result in the proposal being deemed non-compliant, with the proposal being given no further consideration for the work stream.

WORK STREAM 2 - MANDATORY CRITERIA #1	MET	NOT MET
<p>M1 Qualifications of Resources</p> <p>The Bidder must propose at least one (1) resource and no more than five (5). For each resource named, a detailed curriculum vitae (CV) must be provided.</p> <p><i>CVs must demonstrate that proposed resources have met ALL of the following minimum requirements:</i></p> <ul style="list-style-type: none"> • Graduation with a degree from a recognized university with acceptable specialization in Economics, Social Sciences or Statistics, or a related field (a justification must be provided in order to show how the education attainment enables resource to undertake quantitative analysis and knowledge transfer activities). Proof of education, a photocopy of degree(s), must be included in the proposal. • Experience undertaking at least three (3) projects specifically on quantitative analysis of Aboriginal demographic and/or socio-economic issues, in which the resource was responsible for undertaking at least one of the following types of activities: <ul style="list-style-type: none"> - Drafting reports - Developing presentations - Developing interactive databases/systems - Developing data-enriched maps - Developing graphical representations of quantitative information • Experience working with Aboriginal organization(s) and/or stakeholder(s). • In-depth knowledge of Aboriginal demographic and socio-economic issues. • Developed one each of at least three of the following four categories of products: <ul style="list-style-type: none"> - Peer-reviewed books or articles specifically on Aboriginal demographic and socio-economic policy and research. - Presentations accepted for delivery at scholarly conferences - Research monographs published in books or journals that, while not necessarily peer-reviewed, have at minimum been edited by individuals with a recognized knowledge of Aboriginal issues. - Interactive databases or maps depicting multiple social, demographic, and economic indicators of interest to Aboriginal peoples and communities 		

SELECTION AND EVALUATION CRITERIA

<p>Relevant work experience should be listed chronologically, with brief descriptions of the nature of the work that indicate the depth of the resource's knowledge and experience.</p> <p>CVs should also include information about training, professional attainments, research grants, awards, publications, and any other information deemed relevant by the Bidder. All formal training should be listed chronologically; the title of the course or program and duration in days, months or years should be included.</p> <p><i>CVs will be used to evaluate resources against Mandatory MI AND Point Rated Criteria RI.</i></p>		
--	--	--

SELECTION AND EVALUATION CRITERIA

WORKSTREAM 2 - MANDATORY CRITERIA #2	MET	NOT MET
<p>M2 Bidder Project Summaries & References</p> <p>M2.1 For each of the three (3) projects listed in the proposed resource’s CV, the Bidder must provide written project summaries. The project summaries must describe in detail the proposed resources’ experience in successfully providing Aboriginal demographic and/or socio-economic research and analysis as described in Appendix D, Statement of Work, during the past seven (7) years (dates calculated based on the closing date of the RFP)..</p> <p>Within each project summary provided, the Bidder MUST indicate (a-g):</p> <ul style="list-style-type: none"> a) the name and a brief description of the client organization; b) the dates/duration (in years/months) of the project; c) the total resource level of effort (in days) for the duration of the project; d) a description of the services provided by the resource during the project, including his/her role and responsibilities in relation to the project; e) a brief description of the scope and complexity of the project, purpose, objectives, methodological approaches and/or theoretical frameworks utilized, needs, and issues which necessitated the contribution of the proposed resource; f) the extent to which the project finished on time, on budget and in accordance with the established project goals; and g) the name, title, e-mail address and telephone number of the client project authority*. <p>* References may be contacted, to validate information, at DIAND’s discretion.</p> <p>The Bidder MUST use Table M2 – Resource Project Summary Form – for each Project Summary submitted. The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Table. The Bidder should copy Table M2.1 as required.</p> <p>M2.2 The Bidder must include within its Proposal, a signed reference letter for each of the project summaries (using template, Table M2.2).</p> <p>The reference* must be able to confirm the Resource’s competencies in undertaking statistical analysis and knowledge transfer projects on Aboriginal issues. The reference letter/template must be from an individual or a firm outside of the Bidder’s organization and not from immediate relatives.</p> <p>* References may be contacted, to validate information, at DIAND’s discretion.</p> <p><i>Summaries and references will be used to evaluate resources against Mandatory Criteria M2 AND Point Rated Criteria R2.</i></p>		

SELECTION AND EVALUATION CRITERIA

Resource Project Summary Form

Table M2.1 – Resource Project Summary Form: Template submitted **MUST** contain the information required in **Mandatory Requirement M2 (a-g)** at a minimum.

Work Stream 2 – Quantitative Analysis and Knowledge Transfer Services, Aboriginal Demographic and Socio-Economic Issues			
Bidder Name:		Project Name:	
Resource Name:			
Client Organization [a]:			
Dates/Duration [b]: (in years/months)		Level of Effort (Days) [c]:	
Services provided by the Resource during the project [d]			
Project objectives, scope, needs and issues [e]			
Extent and Role of the Resource’s involvement in the Assignment, including project outcome and results [f]			
Client Project Authority Name, Title, E-mail address, Phone Number [g]			

SELECTION AND EVALUATION CRITERIA

Resource Reference Form

Table M2.2 – Proposed resource Reference Form: may provide additional detail as necessary; however template submitted **MUST** contain at least the information required in **Mandatory Requirement M2 (a-g)** at a minimum.

Work Stream 2 – Quantitative Analysis and Knowledge Transfer Services, Aboriginal Demographic and Socio-Economic Issues			
Bidder name :			
Resource name :			
Reference name, title and organization :			
Reference contact information :	Email: _____ Telephone: () - _____		
Project Name and Scope of work accomplished for the reference :			
Services provided by the Resource during the project			
Reference Criteria			
		Yes	No
1. Was the Resource primarily responsible for the...			
... management of the project	Yes () / No ()	... completion of the project	Yes () / No ()
2. Did the Resource meet the following critical factors :			
a) Completed the project on time.			
b) Stayed within budget.			
c) Met all the project objectives.			
d) Complied with the terms and conditions of the contract/project (ex. Statement of Work).			
3. Did the Resource possesses and demonstrated the following abilities :			
a) The ability to develop sound methodologies.			
b) The ability to coordinate multiple tasks.			
c) The ability to understand and analyze complex Aboriginal socio-economic issues.			
d) The ability to provide quality and complete deliverables.			
4. Would you retain the services of this Resource again?			
5. As the "Referrer" providing this reference, I have read the Project Scope provided above in this Reference form, and agree with the description of the work conducted by the Resource for the project.			
Signature : _____ Date: _____			

SELECTION AND EVALUATION CRITERIA

Point Rated Criteria – Work Stream 2: Quantitative Analysis and Knowledge Transfer Services, Aboriginal Demographic and Socio-Economic Issues

R1 Resource Qualifications		
The evidence within the CV for the Bidder’s proposed Resource, submitted in response to Mandatory Requirement M1 will be evaluated on the breadth of the individual’s experience regarding the provision of quantitative analysis and knowledge transfer activities specific to the Aboriginal context in Canada, as defined in the Statement of Work.		
Criteria	Weight	Evaluation Factors
R1.1 Education attainment	/7	3 points for a master’s degree. 4 points for a PhD. Either degree must be from a recognized university with acceptable specialization in Economics, Social Sciences or Statistics, or a related field (a justification must be provided in order to show how the education attainment enables the resource to contribute to Aboriginal research). Proof of education (a photocopy of the degree) must be included in the proposal.
R1.2 Work experience on Aboriginal issues.	/8	2 points per past work experience (in excess of the 3 projects identified in M1), up to 8 points.
R1.3 Aboriginal organizations or stakeholders engaged in past work experience.	/5	1 point per each First Nation, Inuit, Métis and Non-Status Indians (MNSI) and/or Aboriginal organization or stakeholder, up to 5 points.
Sub-Total	/20	
R2 Resource Experience		
The evidence within the Project summaries for the Bidder’s proposed Resource submitted in response to the Mandatory Requirement M2.1 , will be evaluated on the breadth and quality of the individual’s experience regarding the provision of quantitative analysis and knowledge transfer activities specific to the Aboriginal context in Canada, as defined in the Statement of Work. The three examples of work experience will be rated as a whole.		
Criteria	Weight	Evaluation Factors
R2.1 Experience in carrying out quantitative analysis and knowledge transfer activities specific to the Aboriginal context in Canada.	/20	Four (4) points will be allocated per type of activity undertaken in the three submitted examples of work experience.. Specific experience categories include data analysis and knowledge transfer products in the following areas: <ul style="list-style-type: none"> • Drafting reports • Developing presentations • Developing interactive databases/systems • Developing data-enriched maps • Developing graphical representations of quantitative information Up to 20 points.
R2.2 Experience in carrying out quantitative analysis	/15	Three (3) points will be allocated per theme

SELECTION AND EVALUATION CRITERIA

<p>and knowledge transfer activities specific to the Aboriginal context in Canada.</p>		<p>addressed in the three examples of work experience. Specific themes include:</p> <ul style="list-style-type: none"> • social outcomes; • economic development; • women; • youth; and/or • urban. <p>Up to 15 points.</p>
<p>Sub-Total</p>	<p>/35</p>	
<p>R3 Resource Reference - /10 The evidence within the reference template for the Bidder’s proposed Resource submitted in response to the Mandatory Requirement M2.2, will be evaluated on the quality of the individual’s reference in regards to the provision of quantitative analysis and knowledge transfer activities specific to the Aboriginal context in Canada, as defined in the Statement of Work.</p>		
<p>R3.1 Reference #1</p>	<p>/15</p>	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answer for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.</p>
<p>R3.2 Reference #2</p>	<p>/15</p>	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answer for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.</p>
<p>R3.3 Reference #3</p>	<p>/15</p>	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answers for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of</p>

SELECTION AND EVALUATION CRITERIA

		the resource reference template.
Sub-Total		/45
Total	/100	Minimum Pass Mark: 70%

Pass-mark

In order to be judged acceptable, proposals must meet all the mandatory requirements. Only resources that achieve a pass-mark of 70% overall on point-rated criteria **R1-R3** will be considered for selection on the basis of their financial proposal.

Selection

Only acceptable proposals will be considered.

The total price (per diem rates Year 1+2+3) submitted in each acceptable proposal will be divided by its respective rating score and **the nine (9) proposals** offering the lowest cost per point, will be deemed to represent best value to the Department.

Where Bidders propose multiple resources, the average score of the acceptable resources will determine the Bidder’s rating score.

Where the Bidder proposes multiple per diem rates, the average per diem rate (Year 1+2+3) of the acceptable resources will determine the total price.

SELECTION AND EVALUATION CRITERIA

Mandatory Criteria – Work Stream 3: Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Governance and Capacity

Bidders' proposals MUST meet ALL of the Mandatory Requirements of this work stream in order for their proposals to be considered for further evaluation. Failure on the part of the Bidder to meet any one (1) or more of the Mandatory Requirements will result in the proposal being deemed non-compliant, with the proposal being given no further consideration for the work stream:

WORK STREAM 3 - MANDATORY CRITERIA #1	MET	NOT MET
<p>M1 Qualifications of Resources</p> <p>The Bidder must propose one (1) resource and no more than five (5). For each resource named, a detailed curriculum vitae (CV) must be provided.</p> <p><i>CVs must demonstrate that proposed resources have met ALL of the following minimum requirements:</i></p> <ul style="list-style-type: none"> • Graduation with a degree from a recognized university with acceptable specialization in Economics, Social Sciences, Statistics, or a related field (a justification must be provided in order to show how the education attainment enables resource to contribute to Métis rights, and/or non-status Indian, issues). Proof of education, such as a photocopy of degree(s), must be included in the proposal. • Experience undertaking at least three (3) projects specifically on Métis rights, and/or non-status Indian issues, policy and research, in which the resource was responsible for undertaking at least one of the following types of activities: <ul style="list-style-type: none"> – reports to support decision-making relative to policy; – reports to support decision-making relative to programs; – performing analysis and developing descriptive analysis of respective reports; – developing presentations on case studies; – delivering presentations on case studies; – developing presentations on trend analysis; – delivering presentations on trend analysis; – conducting literature reviews; – attending colloquia, conferences or symposia; and reviewing, analyzing, and reporting on books, reports or other material. • Experience working with Métis organization(s) and/or stakeholder(s). • In-depth knowledge of Métis rights, and/or non-status Indian issues, policy and research issues. • Published at least two (2) peer-reviewed books or articles on Métis rights, and/or non-status Indian issues, policy and research. <p>Relevant work experience should be listed chronologically, with a brief description of the nature of the work that indicates the depth of the resource’s knowledge and experience.</p>		

SELECTION AND EVALUATION CRITERIA

<p>CVs should also include information about training, professional attainments, research grants, awards, publications, and any other information deemed relevant by the Bidder. All formal training should be listed chronologically; the title of the course or program and duration in days, months or years should be included.</p> <p><i>CVs will be used to evaluate resources against Mandatory M1 AND Point Rated Criteria R1.</i></p>		
--	--	--

SELECTION AND EVALUATION CRITERIA

WORK STREAM 3 - MANDATORY CRITERIA #2	MET	NOT MET
<p>M2 Resource Project Summaries & References</p> <p>M2.1 For each of the three (3) projects listed in the proposed resource’s CV the Bidder must provide written project summaries. The project summaries must describe in detail the proposed Resource’s experience in successfully providing Métis rights, and/or non-status Indian issues, policy and research analysis in the field of governance and capacity as described in Appendix D, Statement of Work, during the past seven (7) years (dates calculated on the closing date of the RFP).</p> <p>Within each project summary provided, the Bidder MUST indicate (a-g):</p> <ul style="list-style-type: none"> a) the name and a brief description of the client organization; b) the dates/duration (in years/months) of the project; c) the total resource level of effort (in days) for the duration of the project; d) a description of the services provided by the resource during the project, including his/her role and responsibilities in relation to the project; e) a brief description of the scope and complexity of the project, purpose, objectives, methodological approaches and/or theoretical frameworks utilized, needs, and issues which necessitated the contribution of the proposed resource; f) The extent to which the project finished on-time, on-budget and in accordance with the established project goals; and g) the name, title, e-mail address and telephone number of The client project authority*. <p>* References may be contacted, to validate information, at DIAND’s discretion.</p> <p>The Bidder MUST use Table M2.1 – Resource Project Summary Form – for each Project Summary submitted. The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Table. The Bidder should copy Table M2.1 as required.</p> <p>M2.2 The Bidder must include within its Proposal, a signed reference letters for each of the project summaries (using template, table M2.2).</p> <p>The reference* must be able to confirm the Bidder’s competencies in a Métis rights, and/or non-status Indian issues, policy and research process in the field of governance and capacity. The reference letter/template must be from an individual or a firm outside of the Bidder’s organization and not from immediate relatives.</p> <p>* References may be contacted, to validate information, at DIAND’s discretion.</p> <p><i>Summaries and references will be used to evaluate resources against Mandatory Criteria M2 AND Point Rated Criteria R2.</i></p>		

SELECTION AND EVALUATION CRITERIA

Resource Project Summary Form

Table M2.1 – Resource Project Summary Form: Template submitted **MUST** contain at least the information required in **Mandatory Requirement M2 (a-g)**.

Work Stream 3 – Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Governance and Capacity			
Bidder Name:		Project Name:	
Resource Name:			
Client Organization [a]:			
Dates/Duration [b]: (in years/months)		Level of Effort (Days) [c]:	
Services provided by the Resource during the project [d]			
Project objectives, scope, needs and issues [e]			
Extent and Role of the Resource’s involvement in the Assignment, including project outcome and results [f]			
Client Project Authority Name, Title, E-mail address, Phone Number [g]			

SELECTION AND EVALUATION CRITERIA

Resource Reference Form

Table M2.2 – Proposed Bidder Reference Form: may provide additional detail as necessary; however template submitted **MUST** contain at least the information required in **Mandatory Requirement M2 (a-g)**.

Work Stream 3 – Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Governance and Capacity			
Bidder name :			
Resource name :			
Reference name, title and organization :			
Reference contact information :	Email: _____ Telephone: () - _____		
Project Name and Scope of work accomplished for the reference :			
Services provided by the Resource during the project			
Reference Criteria			
	Yes	No	
1. Was the Resource primarily responsible for the...			
... management of the project	Yes () / No ()	... completion of the project	Yes () / No ()
2. Did the Resource meet the following critical factors :			
a) Completed the project on time.			
b) Stayed within budget.			
c) Met all the project objectives.			
d) Complied with the terms and conditions of the contract/project (ex. Statement of Work).			
3. Did the Resource possesses and demonstrated the following abilities :			
a) The ability to develop sound methodologies.			
b) The ability to coordinate multiple tasks.			
c) The ability to understand and analyze complex Aboriginal socio-economic issues.			
d) The ability to provide quality and complete deliverables.			
4. Would you retain the services of this Resource again ?			
5. As the "Referrer" providing this reference, I have read the Project Scope provided above in this Reference form, and agree with the description of the work conducted by the Resource for the project .			
Signature : _____ Date: _____			

SELECTION AND EVALUATION CRITERIA

Point Rated Criteria – Work Stream 3: Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Governance and Capacity

<p>R1 Resource Qualifications The evidence within the CV(s) for the Bidder’s proposed Resource(s) submitted in response to Mandatory Requirement M1 will be evaluated on the breadth of the individual’s experience regarding the provision of Métis rights, and/or non-status Indian issues, policy and research services related activities, as defined in the Statement of Work.</p>		
Criteria	Weight	Evaluation Factors
R1.1 Education attainment	/7	3 points for a master’s degree. 4 additional points for a PhD. Either degree must be from a recognized university with acceptable specialization in Economics, Social Sciences or Statistics, or a related field (a justification must be provided in order to show how the education attainment enables the resource to contribute to Aboriginal research). Proof of education (a photocopy of the degree) must be included in the proposal.
R1.2 Work experience on Métis rights, and/or non-status Indian, issues.	/8	2 points per past project (in excess of the 3 projects identified in M1), up to 8 points.
R1.3 Métis and Non-Status Indians (MNSI) and Aboriginal organizations or stakeholders engaged in past work experience.	/5	1 point per each First Nation, Inuit, MNSI and/or Aboriginal organization, up to 5 points.
Sub-Total	/20	
<p>R2 Resource Experience The evidence within the Project summaries for the Resource’s proposed Bidder submitted in response to the Mandatory Requirement M2, will be evaluated on the breadth and quality of the individual’s experience regarding the provision of Métis rights, and/or non-status Indian issues, policy and research services related activities, as defined in the Statement of Work. The three examples of work experience will be rated as a whole.</p>		
Criteria	Weight	Evaluation Factors
R2.1 Experience in carrying out research, policy and analysis activities specific to Métis rights.	/20	Two (2) points will be allocated per type of activity undertaken in the three submitted examples of work experience. Specific activity types include: <ul style="list-style-type: none"> • reports to support decision-making relative to policy; • reports to support decision-making relative to programs; • Performing analysis and developing descriptive analysis of respective reports; • developing presentations on case studies; • delivering presentations on case studies; • developing presentations on trend analysis; • delivering presentations on trend analysis;

SELECTION AND EVALUATION CRITERIA

		<ul style="list-style-type: none"> conducting literature reviews; attending colloquia, conferences or symposia; and reviewing, analyzing, and reporting on books, reports or other material. <p>Up to 20 points.</p>
R2.2 Experience in carrying out research and analysis activities specific to Governance and Capacity issues in Métis rights.	/15	<p>Three (3) points will be allocated per theme addressed in the three examples of work experience. Specific themes include:</p> <ul style="list-style-type: none"> analysis of Aboriginal organizations’ governance structure; research of Aboriginal organizations’ governance structure; analysis of Aboriginal organizations’ capacity; research of Aboriginal organizations’ capacity; analysis of Aboriginal organizations ways to improve efficiencies; and analysis of Aboriginal organizations ways to improve accountability. reviewing, analyzing, and reporting on books, reports or other material <p>Up to 15 points.</p>
Sub-Total	/35	
<p>R3 Resource References The evidence within the reference template for the Bidder’s proposed Resource submitted in response to the Mandatory Requirement M2.2, will be evaluated on the quality of the individual’s reference.</p>		
R3.1 Reference #1	/15	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answers for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.</p>
R3.2 Reference #2	/15	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answer for section 2 and 3 and four (4) points</p>

SELECTION AND EVALUATION CRITERIA

		for an answer “Yes” for section 4 of the resource reference template.
R3.3 Reference #3	/15	Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template. One (1) point will be allocated for each “Yes” answers for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.
Sub-Total	/45	
Total	/100	Minimum Pass Mark: 70%

Pass-mark

In order to be judged acceptable, proposals must meet all the mandatory requirements. Only resources that achieve a pass-mark of 70% overall on point-rated criteria **R1-R3** will be considered for selection on the basis of their financial proposal.

Selection

Only acceptable proposals will be considered.

The total price (per diem rates Year 1+2+3) submitted in each acceptable proposal will be divided by its respective rating score and **the two (2) proposals** offering the lowest cost per point, will be deemed to represent best value to the Department.

Where the Bidder proposes multiple resources, the average score of the acceptable resources will determine the Bidder’s rating score.

Where the Bidder proposes multiple per diem rates, the average per diem rate (Year 1+2+3) of the acceptable resources will determine the total price.

SELECTION AND EVALUATION CRITERIA

Mandatory Criteria – Work Stream 4: Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Emerging Issues

Bidders' proposals **MUST** meet **ALL** of the Mandatory Requirements of this work stream for their proposals to be considered for further evaluation. Failure on the part of the Bidder to meet any one (1) or more of the Mandatory Requirements will result in their proposal being deemed non-compliant, with the proposal being given no further consideration for the work stream:

WORK STREAM 4 - MANDATORY CRITERIA #1	MET	NOT MET
<p>M1 Qualifications of Resource</p> <p>The Bidder must propose one (1) Resource and no more than five (5). For each resource named, a detailed curriculum vitae (CV) must be provided.</p> <p><i>CVs must demonstrate that proposed resources have met ALL of the following minimum requirements:</i></p> <ul style="list-style-type: none"> • Graduation with a degree from a recognized university with acceptable specialization in Economics, Social Sciences, Statistics or relevant field (a justification must be provided in order to show how the education attainment enables resource to contribute to Métis rights, and/or non-status Indian issues, in the field of emerging issues). Proof of education, such as a photocopy of degree(s), must be included in the proposal. • Experience undertaking at least three (3) projects specifically on Métis rights, and/or non-status Indian issues, policy and research, in which the resource was responsible for undertaking at least one of the following types of activities: <ul style="list-style-type: none"> – reports to support decision-making relative to policy; – reports to support decision-making relative to programs; – performing analysis and developing descriptive analysis of respective reports; – developing presentations on case studies; – delivering presentations on case studies; – developing presentations on trend analysis; – delivering presentations on trend analysis; – conducting literature reviews; – attending colloquia, conferences or symposia; and – reviewing, analyzing, and reporting on books, reports or other material. • Experience working with Métis organization(s) and/or stakeholder(s). • In-depth knowledge of Métis rights, and/or non-status Indian issues, policy and research issues. • Published at least two (2) peer-reviewed books or articles on Métis rights, and/or non-status Indian issues, policy and research. <p>Relevant work experience should be listed chronologically, with a brief description of the services that indicate the depth of the resource’s knowledge and experience.</p>		

SELECTION AND EVALUATION CRITERIA

<p>CVs should also include information about training, professional attainments, research grants, awards, publications, and any other information deemed relevant by the Bidder. All formal training should be listed chronologically; the title of the course or program and duration in days, months or years should be included.</p> <p><i>CVs will be used to evaluate resources against Mandatory M1 AND Point Rated Criteria R1.</i></p>		
--	--	--

SELECTION AND EVALUATION CRITERIA

WORK STREAM 4 - MANDATORY CRITERIA #2	MET	NOT MET
<p>M2 Resource Project Summaries & References</p> <p>M2.1 For each of the three (3) projects listed in the proposed resource’s CV, the Bidder must provide written project summaries. The project summaries must describe in detail the proposed resource’s experience in successfully providing Métis rights, and/or non-status Indian issues, policy and research analysis in the field of emerging issues as described in Appendix D, Statement of Work, during the past seven (7) years (dates calculated on the closing date of the RFP).</p> <p>Within each project summary provided, the Bidder MUST indicate (a-g):</p> <ul style="list-style-type: none"> a) the name and a brief description of the client organization; b) the dates/duration (in years/months) of the project; c) the total resource level of effort (in days) for the duration of the project; d) a description of the services provided by the Resource during the project, including his/her role and responsibilities in relation to the project; e) a brief description of the scope and complexity of the project, purpose, objectives, needs, and issues which necessitated the contribution of the proposed resource; f) the extent to which the project finished on-time, on-budget and in accordance with the established project goals; and g) the name, title, e-mail address and telephone number of the client project authority*. <p>* References may be contacted, to validate information, at DIAND’s discretion.</p> <p>The Bidder MUST use Table M2.1 – Resource Project Summary Form – for each Project Summary submitted. The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Table. The Bidder should copy Table M2.1 as required.</p> <p>M2.2 The Bidder must include within its Proposal, a signed reference letters for each of the project summaries (using template, table M2.2).</p> <p>The reference* must be able to confirm the Resource’s competencies in a Métis rights, and/or non-status Indian issues, policy and research process in the field of emerging issues. The reference letter/template must be from an individual or a firm outside of the Bidder’s organization and not from immediate relatives.</p> <p>* References may be contacted, to validate information, at DIAND’s discretion.</p> <p><i>Summaries and references will be used to evaluate resources against Mandatory Criteria M2 AND Point Rated Criteria R2.</i></p>		

SELECTION AND EVALUATION CRITERIA

Resource Project Summary Form

Table M2.1 – Resource Project Summary Form: Template submitted **MUST** contain at least the information required in **Mandatory Requirement M2 (a-g)**.

Work Stream 4 – Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Emerging Issues			
Bidder Name:		Project Name:	
Resource Name:			
Client Organization [a]:			
Dates/Duration [b]: (in years/months)		Level of Effort (Days) [c]:	
Services provided by the Resource during the project [d]			
Project objectives, scope, needs and issues [e]			
Extent and Role of the Resource’s involvement in the Assignment, including project outcome and results [f]			
Client Project Authority Name, Title, E-mail address, Phone Number [g]			

SELECTION AND EVALUATION CRITERIA

Resource Reference Form

Table M2.2 – Proposed Resource Reference Form: may provide additional detail as necessary; however template submitted **MUST** contain at least the information required in **Mandatory Requirement M2 (a-g)**.

Work Stream 4 – Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Emerging Issues				
Bidder name :				
Resource name :				
Reference name, title and organization :				
Reference contact information :	Email: _____ Telephone: () - _____			
Project Name and Scope of work accomplished for the reference :				
Services provided by the Resource during the project				
Reference Criteria			Yes	No
1. Was the Resource primarily responsible for the...				
... management of the project	Yes () / No ()	... completion of the project	Yes () / No ()	
2. Did the Resource meet the following critical factors :				
a) Completed the project on time.				
b) Stayed within budget.				
c) Met all the project objectives.				
d) Complied with the terms and conditions of the contract/project (ex. Statement of Work).				
3. Did the Resource possesses and demonstrated the following abilities :				
a) The ability to develop sound methodologies.				
b) The ability to coordinate multiple tasks.				
c) The ability to understand and analyze complex Aboriginal socio-economic issues.				
d) The ability to provide quality and complete deliverables.				
4. Would you retain the services of this Resource again ?				
5. As the "Referrer" providing this reference, I have read the Project Scope provided above in this Reference form, and agree with the description of the work conducted by the Resource for the project .				
Signature : _____ Date: _____				

SELECTION AND EVALUATION CRITERIA

Point Rated Criteria – Work Stream 4: Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Emerging Issues

<p>R1 Resource Qualifications The evidence within the CV(s) for the Bidder’s proposed Resource(s) submitted in response to Mandatory Requirement M1 will be evaluated on the breadth of the individual’s experience regarding the provision of Métis rights, and/or non-status Indian issues, policy and research services, as defined in the Statement of Work.</p>		
Criteria	Weight	Evaluation Factors
R1.1 Education attainment	/7	3 points for a master’s degree. 4 additional points for a PhD. Either degree must be from a recognized university with acceptable specialization in Economics, Social Sciences or Statistics, or a related field (a justification must be provided in order to show how the education attainment enables the resource to contribute to Aboriginal research). Proof of education (a photocopy of the degree) must be included in the proposal.
R1.2 Work experience on Métis rights, and/or non-status Indian, issues.	/8	2 points per past project (in excess of the 3 projects identified in M1), up to 8 points.
R1.3 Métis and Non-Status Indians (MNSI) and Aboriginal organizations or stakeholders engaged in past work experience.	/5	1 point per each First Nation, Inuit, MNSI and/or Aboriginal organization, up to 5 points.
Sub-Total	/20	
<p>R2 Resource Experience The evidence within the Project summaries for the Bidder’s proposed Resource submitted in response to the Mandatory Requirement M2, will be evaluated on the breadth and quality of the individual’s experience regarding the provision of Métis rights, and/or non-status Indian issues, policy and research services related activities, as defined in the Statement of Work. The three examples of work experience will be rated as a whole.</p>		
Criteria	Weight	Evaluation Factors
R2.1 Experience in carrying out policy and research analysis activities specific to Métis rights.	/20	Two (2) points will be allocated per type of activity undertaken in the three submitted examples of work experience. Specific activity types include: <ul style="list-style-type: none"> • reports to support decision-making relative to policy; • reports to support decision-making relative to programs; • Performing analysis and developing descriptive analysis of respective reports; • developing presentations on case studies; • delivering presentations on case studies; • developing presentations on trend analysis; • delivering presentations on trend analysis;

SELECTION AND EVALUATION CRITERIA

		<ul style="list-style-type: none"> • conducting literature reviews; • attending colloquia, conferences or symposia; and • reviewing, analyzing, and reporting on books, reports or other material. <p>Up to 20 points</p>
<p>R2.2 Experience in carrying out research and analysis activities specific to Métis rights, and/or non-status Indian issues, policy in the field of emerging issues.</p>	<p>/15</p>	<p>Three (3) points will be allocated per theme addressed in the three examples of work experience. Specific work categories include:</p> <ul style="list-style-type: none"> • analysis of Métis rights, and/or non-status Indian issues, claims to identify policy issues relevant to Métis Aboriginal rights and their impact; • analysis of Métis legislation to identify policy issues relevant to Métis Aboriginal rights and their impact; • analysis of court decisions and other court documents to identify policy issues relevant to Métis Aboriginal rights and their impact; • research of Métis rights, and/or non-status Indian issues, claims; • research of Métis legislation; • research of court decisions and other court documents; • analysis of Métis population and demographic trends; and mapping of particular demographic aspects. <p>Up to 15 points.</p>
<p>Sub-Total</p>	<p>/35</p>	
<p>R3 Resource Reference - /10 The evidence within the reference template for the Bidder’s proposed Resource submitted in response to the Mandatory Requirement M2.2, will be evaluated on the quality of the individual’s reference.</p>		
<p>R3.1 Reference #1</p>	<p>/15</p>	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answer for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.</p>
<p>R3.2 Reference #2</p>	<p>/15</p>	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for</p>

SELECTION AND EVALUATION CRITERIA

		<p>completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answer for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.</p>
R3.3 Reference #3	/15	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answer for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.</p>
Sub-Total	/45	
Total	/100	Minimum Pass Mark: 70%

Pass-mark

In order to be judged acceptable, proposals must meet all the mandatory requirements. Only resources that achieve a pass-mark of 70% overall on point-rated criteria **R1-R3** will be considered for selection on the basis of their financial proposal.

Selection

Only acceptable proposals will be considered.

The total price (per diem rates Year 1+2+3) submitted in each acceptable proposal will be divided by its respective rating score and **the two (2) proposals** offering the lowest cost per point, will be deemed to represent best value to the Department.

Where the Bidder proposes multiple resources, the average score of the acceptable resources will determine the Bidder’s rating score.

Where the Bidder proposes multiple per diem rates, the average per diem rate (Year 1+2+3) of the acceptable resources will determine the total price.

SELECTION AND EVALUATION CRITERIA

Mandatory Criteria – Work Stream 5: Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Historical Research

Bidders' proposals **MUST** meet **ALL** of the Mandatory Requirements of this work stream in order for their proposals to be considered for further evaluation. Failure on the part of the Bidder to meet any one (1) or more of the Mandatory Requirements will result in their proposal being deemed non-compliant, with the proposal being given no further consideration for the work stream:

WORK STREAM 5 - MANDATORY CRITERIA #1	MET	NOT MET
<p>M1 Qualification of Resources</p> <p>The Bidder must propose one (1) resource and no more than five (5). For each resource named, a detailed curriculum vitae (CV) must be provided.</p> <p><i>CVs must demonstrate that proposed resources have met ALL of the following minimum requirements:</i></p> <ul style="list-style-type: none"> • Graduation with a degree from a recognized university with acceptable specialization in Economics, Social Sciences, Statistics or a related field (a justification must be provided in order to show how the education attainment enables resource to contribute to Métis rights, and/or non-status Indian, issues in the field of historical research. Proof of education, such as a photocopy of degree(s), must be included in the proposal. • Experience undertaking at least three (3) projects specifically on Métis rights, and/or non-status Indian issues, policy and research, in which the resource was responsible for undertaking at least one of the following types of activities: <ul style="list-style-type: none"> - reports to support decision-making relative to policy; - reports to support decision-making relative to programs; - Performing analysis and developing descriptive analysis of respective reports; - developing presentations on case studies; - delivering presentations on case studies; - developing presentations on trend analysis; - delivering presentations on trend analysis; - conducting literature reviews; - attending colloquia, conferences or symposia; and - reviewing, analyzing, and reporting on books, reports or other material. • Experience working with Métis organization(s) and/or stakeholder(s). • In-depth knowledge of Métis rights, and/or non-status Indian issues, policy and research issues. • Published at least two (2) peer-reviewed books or articles on Métis rights, and/or non-status Indian issues, policy and research. <p>Relevant work experience should be listed chronologically, with brief descriptions of the nature of the work that indicate the depth of the resource's</p>		

SELECTION AND EVALUATION CRITERIA

<p>knowledge and experience. CVs should also include information about training, professional attainments, research grants, awards, publications, and any other information deemed relevant by the Bidder. All formal training should be listed chronologically; the title of the course or program and duration in days, months or years should be included.</p> <p><i>CVs will be used to evaluate resources against Mandatory M1 AND Point Rated Criteria R1.</i></p>		
--	--	--

SELECTION AND EVALUATION CRITERIA

WORK STREAM 5 - MANDATORY CRITERIA #2	MET	NOT MET
<p>M2 Resource Project Summaries & References</p> <p>M2.1 For each of the three (3) projects listed in the proposed resource’s CV, the Bidder must provide written project summaries. The project summaries must describe in detail the proposed Resource’s experience in successfully providing Métis rights, and/or non-status Indian issues, policy and research analysis in the field of historical research as described in Appendix D, Statement of Work, during the past seven (7) years (dates calculated on the closing date of the RFP).</p> <p>Within each project summary provided, the Bidder MUST indicate (a-g):</p> <ul style="list-style-type: none"> a) the name and a brief description of the client organization; b) the dates/duration (in years/months) of the project; c) the total Bidder level of effort (in days) for the duration of the project; d) a description of the services provided by the Bidder during the project, including his/her role and responsibilities in relation to the project; e) a brief description of the scope and complexity of the project, purpose, objectives, needs, and issues which necessitated the contribution of the proposed resource; f) the extent to which the project finished on-time, on-budget and in accordance with the established project goals; and g) the name, title, e-mail address and telephone number of the client project authority*. <p>* References may be contacted, to validate information, at DIAND’s discretion.</p> <p>The Bidder MUST use Table M2.1 – Resource Project Summary Form – for each Project Summary submitted. The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Table. The Bidder should copy Table M2.1 as required.</p> <p>M2.2 The Bidder must include within its Proposal, a signed reference letters for each of the project summaries (using template, table M2.2).</p> <p>The reference* must be able to confirm the Bidder’s competencies in a Métis rights, and/or non-status Indian issues, policy and research process in the field of historical research. The reference letter/template must be from an individual or a firm outside of the Bidder’s organization and not from immediate relatives.</p> <p>* References may be contacted, to validate information, at DIAND’s discretion.</p> <p><i>Summaries and references will be used to evaluate resources against Mandatory Criteria M2 AND Point Rated Criteria R2.</i></p>		

SELECTION AND EVALUATION CRITERIA

Resource Project Summary Form

Table M2.1 – Resource Project Summary Form: Template submitted **MUST** contain at least the information required in **Mandatory Requirement M2 (a-g)**.

Work Stream 5 – Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Historical Research			
Bidder Name:		Project Name:	
Resource Name:			
Client Organization [a]:			
Dates/Duration [b]: (in years/months)		Level of Effort (Days) [c]:	
Services provided by the Resource during the project [d]			
Project objectives, scope, needs and issues [e]			
Extent and Role of the Resource’s involvement in the Assignment, including project outcome and results [f]			
Client Project Authority Name, Title, E-mail address, Phone Number [g]			

SELECTION AND EVALUATION CRITERIA

Resource Reference Form

Table M2.2 – Proposed resource Reference Form: may provide additional detail as necessary; however template submitted **MUST** contain at least the information required in **Mandatory Requirement M2 (a-g)**.

Work Stream 5 – Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Historical Research				
Bidder name :				
Resource name :				
Reference name, title and organization :				
Reference contact information :	Email: _____ Telephone: () -			
Project Name and Scope of work accomplished for the reference :				
Services provided by the Resource during the project				
Reference Criteria			Yes	No
1. Was the Resource primarily responsible for the...				
... management of the project	Yes () / No ()	... completion of the project	Yes () / No ()	
2. Did the Resource meet the following critical factors :				
a) Completed the project on time.				
b) Stayed within budget.				
c) Met all the project objectives.				
d) Complied with the terms and conditions of the contract/project (ex. Statement of Work).				
3. Did the Resource possesses and demonstrated the following abilities :				
a) The ability to develop sound methodologies.				
b) The ability to coordinate multiple tasks.				
c) The ability to understand and analyze complex Aboriginal socio-economic issues.				
d) The ability to provide quality and complete deliverables.				
4. Would you retain the services of this Resource again ?				
5. As the "Referrer" providing this reference, I have read the Project Scope provided above in this Reference form, and agree with the description of the work conducted by the Resource for the project .				
Signature : _____ Date: _____				

SELECTION AND EVALUATION CRITERIA

Point Rated Criteria – Work Stream 5: Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Historical Research

<p>R1 Resource Qualifications The evidence within the CV(s) for the Bidder’s proposed Resource(s) submitted in response to Mandatory Requirement M1 will be evaluated on the breadth of the individual’s experience regarding the provision of Métis rights, and/or non-status Indian issues, policy and research services, as defined in the Statement of Work.</p>		
Criteria	Weight	Evaluation Factors
R1.1 Education attainment	/7	3 points for a master’s degree. 4 additional points for a PhD. Either degree must be from a recognized university with acceptable specialization in Economics, Social Sciences or Statistics, or a related field (a justification must be provided in order to show how the education attainment enables the resource to contribute to Aboriginal research). Proof of education (a photocopy of the degree) must be included in the proposal.
R1.2 Work experience on Métis rights, and/or non-status Indian, issues.	/8	2 points per past projects (in excess of the 3 projects identified in M1), up to 8 points.
R1.3 MNSI and Aboriginal organizations or stakeholders engaged in past work experience.	/5	1 point per each First Nation, Inuit, MNSI and/or Aboriginal organization, up to 5 points
Sub-Total	/20	
<p>R2 Resource Experience The evidence within the Project summaries for the Bidder’s proposed Resource submitted in response to the Mandatory Requirement M2, will be evaluated on the breadth and quality of the individual’s experience regarding the provision of Métis rights, and/or non-status Indian issues, policy and research services related activities, as defined in the Statement of Work. The three examples of work experience will be rated as a whole.</p>		
Criteria	Weight	Evaluation Factors
R2.1 Experience in carrying out policy and research analysis activities specific to Métis rights.	/20	Two (2) points will be allocated per type of activity undertaken in the three provided examples of work experience. Specific activity types include: <ul style="list-style-type: none"> • reports to support decision-making relative to policy; • reports to support decision-making relative to programs; • Performing analysis and developing descriptive analysis of respective reports; • developing presentations on case studies; • delivering presentations on case studies; • developing presentations on trend analysis; • delivering presentations on trend analysis; • conducting literature reviews;

SELECTION AND EVALUATION CRITERIA

		<ul style="list-style-type: none"> attending colloquia, conferences or symposia; and reviewing, analyzing, and reporting on books, reports or other material. <p>Up to 20 points.</p>
R2.2 Experience in carrying out research and analysis activities specific to Métis rights, and/or non-status Indian issues, policy in the field of historical research.	/15	<p>Three (3) points will be allocated per theme addressed in the three examples of work experience. Specific work categories include:</p> <ul style="list-style-type: none"> assessing historical research relevant to understanding Métis settlement; assessing historical research relevant to understanding Métis economic development; assessing historical research relevant to understanding Métis political activities; reviewing historical research relevant to understanding Métis settlement; reviewing historical research relevant to understanding Métis economic development; reviewing historical research relevant to understanding Métis political activities; and representing the government in joint provincial and/or Métis research initiatives that inform better understanding of Métis Aboriginal rights. <p>Up to 15 points.</p>
Sub-Total	/35	
<p>R3 Resource Reference - /10 The evidence within the reference template for the Bidder’s proposed Resource submitted in response to the Mandatory Requirement M2.2, will be evaluated on the quality of the individual’s reference.</p>		
R3.1 Reference #1	/15	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answer for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.</p>
R3.2 Reference #2	/15	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project</p>

SELECTION AND EVALUATION CRITERIA

		<p>manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answer for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.</p>
R3.3 Reference #3	/15	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answer for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.</p>
Sub-Total	/45	
Total	/100	Minimum Pass Mark: 70%

Pass-mark

In order to be judged acceptable, proposals must meet all the mandatory requirements. Only resources that achieve a pass-mark of 70% overall on point-rated criteria **R1-R3** will be considered for selection on the basis of their financial proposal.

Selection

Only acceptable proposals will be considered.

The total price (per diem rates Year 1+2+3) submitted in each acceptable proposal will be divided by its respective rating score and **the two (2) proposals** offering the lowest cost per point, will be deemed to represent best value to the Department.

Where the Bidder proposes multiple resources, the average score of the acceptable resources will determine the Bidder’s rating score.

Where the Bidder proposes multiple per diem rates, the average per diem rate (Year 1+2+3) of the acceptable resources will determine the total price.

SELECTION AND EVALUATION CRITERIA

Mandatory Criteria – Work Stream 6: Policy Development Services – Aboriginal Relations and Socioeconomic Issues

Bidder proposals **MUST** meet **ALL** of the Mandatory Requirements of this work stream to be considered for further evaluation. Failure of a Bidder to meet any one (1) or more of the Mandatory Requirements will result in the proposal being deemed non-compliant, with the proposal being given no further consideration for the work stream.

WORK STREAM 6 - MANDATORY CRITERIA #1	MET	NOT MET
<p>M1 Qualifications of Resources</p> <p>The Bidder must propose at least one (1) resource and no more than five (5). For each resource named, a detailed curriculum vitae (CV) must be provided.</p> <p><i>CVs must demonstrate that proposed resources have met ALL of the following minimum requirements:</i></p> <ul style="list-style-type: none"> • Graduation with a degree from a recognized university with acceptable specialization in Economics, Social Sciences or Statistics, or a related field (a justification must be provided in order to show how the education attainment enables resource to contribute to Aboriginal relations management and policy development). Proof of education, a photocopy of degree(s), must be included in the proposal. • Experience undertaking at least three (3) projects specifically on Aboriginal relations management and/or policy development, in which the resource was responsible for undertaking at least one of the following types of activities: <ul style="list-style-type: none"> – Managing policy research – Leading policy analysis – Facilitating stakeholder engagement – Formulating policy recommendations – Leading policy development • Experience working with Aboriginal organization(s) and/or stakeholder(s). • In-depth knowledge of Aboriginal demographic and socio-economic issues. <p>Relevant work experience should be listed chronologically, with brief descriptions of the nature of the work that indicate the depth of the resource’s knowledge and experience.</p> <p>CVs should also include information about training, professional attainments, research grants, awards, publications, and any other information deemed relevant by the Bidder. All formal training should be listed chronologically; the title of the course or program and duration in days, months or years should be included.</p> <p><i>CVs will be used to evaluate resources against Mandatory M1 AND Point Rated Criteria R1.</i></p>		

SELECTION AND EVALUATION CRITERIA

WORK STREAM 6 - MANDATORY CRITERIA #2	MET	NOT MET
<p>M2 Resource Project Summaries & References</p> <p>M2.1 For each of the three (3) projects listed in the proposed resource’s CV, the Bidder must provide written project summaries. The project summaries must describe in detail the proposed resources’ experience in successfully providing Aboriginal relations management and/or policy development as described in Appendix D, Statement of Work, during the past seven (7) years (dates calculated based on the closing date of the RFP).</p> <p>Within each project summary provided, the Bidder MUST indicate (a-g):</p> <ul style="list-style-type: none"> a) the name and a brief description of the client organization; b) the dates/duration (in years/months) of the project; c) the total resource level of effort (in days) for the duration of the project; d) a description of the services provided by the resource during the project, including his/her role and responsibilities in relation to the project; e) a brief description of the scope and complexity of the project, purpose, objectives, methodological approaches and/or theoretical frameworks utilized, needs, and issues which necessitated the contribution of the proposed resource; f) the extent to which the project finished on time, on budget and in accordance with the established project goals; and g) the name, title, e-mail address and telephone number of the client project authority*. <p>* References may be contacted, to validate information, at DIAND’s discretion.</p> <p>The Bidder MUST use Table M2.1 – Resource Project Summary Form – for each Project Summary submitted. The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Table. The Bidder should copy Table M2.1 as required.</p> <p>M2.2 The Bidder must include within its Proposal, a signed reference letter for each of the project summaries (using template, Table M2.2).</p> <p>The reference* must be able to confirm the Resource’s competencies in managing relationships and leading policy development in an Aboriginal context. The reference letter/template must be from an individual or a firm outside of the Bidder’s organization and not from immediate relatives.</p> <p>* References may be contacted, to validate information, at DIAND’s discretion.</p> <p><i>Summaries and references will be used to evaluate resources against Mandatory Criteria M2 AND Point Rated Criteria R2</i></p>		
WORK STREAM 6 - MANDATORY CRITERIA #3	MET	NOT MET
<p>M3 Security Requirements</p> <p>M3.1 Each proposed resource, at bid closing, must hold a valid Government of Canada Security Screening at the level of SECRET.</p>		

SELECTION AND EVALUATION CRITERIA

Resource Project Summary Form

Table M2.1 – Resource Project Summary Form: Template submitted **MUST** contain the information required in **Mandatory Requirement M2 (a-g)** at a minimum.

Work Stream 6 – Policy Development Services – Aboriginal Relations and Socioeconomic Issues			
Bidder Name:		Project Name:	
Resource Name:			
Client Organization [a]:			
Dates/Duration [b]: (in years/months)		Level of Effort (Days) [c]:	
Services provided by the Resource during the project [d]			
Project objectives, scope, needs and issues [e]			
Extent and Role of the Resource’s involvement in the Assignment, including project outcome and results [f]			
Client Project Authority Name, Title, E-mail address, Phone Number [g]			

SELECTION AND EVALUATION CRITERIA

Resource Reference Form

Table M2.2 – Proposed resource Reference Form: may provide additional detail as necessary; however template submitted **MUST** contain at least the information required in **Mandatory Requirement M2 (a-g)** at a minimum.

Work Stream 6 – Policy Development Services – Aboriginal Relations and Socioeconomic Issues			
Bidder name :			
Resource name :			
Reference name, title and organization :			
Reference contact information :	Email: _____ Telephone: () -		
Project Name and Scope of work accomplished for the reference :			
Services provided by the Resource during the project			
Reference Criteria			
	Yes	No	
1. Was the Resource primarily responsible for the...			
... management of the project	Yes () / No ()	... completion of the project	Yes () / No ()
2. Did the Resource meet the following critical factors :			
a) Completed the project on time.			
b) Stayed within budget.			
c) Met all the project objectives.			
d) Complied with the terms and conditions of the contract/project (ex. Statement of Work).			
3. Did the Resource possesses and demonstrated the following abilities :			
a) The ability to develop sound methodologies.			
b) The ability to coordinate multiple tasks.			
c) The ability to understand and analyze complex Aboriginal socio-economic issues.			
d) The ability to provide quality and complete deliverables.			
4. Would you retain the services of this Resource again ?			
5. As the "Referrer" providing this reference, I have read the Project Scope provided above in this Reference form, and agree with the description of the work conducted by the Resource for the project .			
Signature : _____ Date: _____			

SELECTION AND EVALUATION CRITERIA

Point Rated Criteria – Work Stream 6: Policy Development Services – Aboriginal Relations and Socioeconomic Issues

R1 Resource Qualifications		
<p>The evidence within the CV for the Bidder’s proposed Resource, submitted in response to Mandatory Requirement M1 will be evaluated on the breadth of the individual’s experience regarding the provision of Aboriginal relations management and policy development services, as defined in the Statement of Work.</p>		
Criteria	Weight	Evaluation Factors
R1.1 Education attainment	/7	3 points for a master’s degree. 4 points for a PhD. Either degree must be from a recognized university with acceptable specialization in Economics, Social Sciences or Statistics, or a related field (a justification must be provided in order to show how the education attainment enables the resource to contribute to Aboriginal research). Proof of education (a photocopy of the degree) must be included in the proposal.
R1.2 Work experience on Aboriginal issues.	/8	2 points per past work experience (in excess of the 3 projects identified in M1), up to 8 points.
R1.3 Aboriginal organizations or stakeholders engaged in past work experience.	/5	1 point per each First Nation, Inuit, MNSI and/or Aboriginal organization or stakeholder, up to 5 points.
Sub-Total	/20	
R2 Resource Experience		
<p>The evidence within the Project summaries for the Bidder’s proposed Resource submitted in response to the Mandatory Requirement M2.1, will be evaluated on the breadth and quality of the individual’s experience regarding the provision of Aboriginal (First Nations, Inuit, Métis, and Non-Status Indians, including those in Urban settings) relations management and policy development services, as defined in the Statement of Work. The three examples of work experience will be rated as a whole.</p>		
Criteria	Weight	Evaluation Factors
R2.1 Experience in providing Aboriginal relations management and policy development services in Canada.	/20	<p>Four (4) points will be allocated per type of activity undertaken in the three submitted examples of work experience. Specific experience categories include:</p> <ul style="list-style-type: none"> • policy research • policy analysis • stakeholder engagement • policy recommendations; and • policy development. <p>Up to 20 points.</p>
R2.2 Experience in addressing policy themes specific to the Aboriginal context in Canada.	/15	Three (3) points will be allocated per theme addressed in the three examples of work experience. Specific themes include:

SELECTION AND EVALUATION CRITERIA

		<ul style="list-style-type: none"> • social outcomes; • economic development; • women; • youth; and • urban. <p>Up to 15 points.</p>
Sub-Total	/35	
<p>R3 Resource Reference - /10 The evidence within the reference template for the Bidder’s proposed Resource submitted in response to the Mandatory Requirement M2.2, will be evaluated on the quality of the individual’s reference in regards to the provision of Aboriginal relations management and policy development services, as defined in the Statement of Work.</p>		
R3.1 Reference #1	/15	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answer for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.</p>
R3.2 Reference #2	/15	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answer for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.</p>
R3.3 Reference #3	/15	<p>Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the resource reference template.</p> <p>One (1) point will be allocated for each “Yes” answers for section 2 and 3 and four (4) points for an answer “Yes” for section 4 of the resource reference template.</p>
Sub-Total	/45	
Total	/100	Minimum Pass Mark: 70%

SELECTION AND EVALUATION CRITERIA

Pass-mark

In order to be judged acceptable, proposals must meet all the mandatory requirements. Only resources that achieve a pass-mark of 70% overall on point-rated criteria **R1-R3** will be considered for selection on the basis of their financial proposal.

Selection

Only acceptable proposals will be considered.

The total price (per diem rates Year 1+2+3) submitted in each acceptable proposal will be divided by its respective rating score and **the five (5) proposals** offering the lowest cost per point, will be deemed to represent best value to the Department.

Where the Bidder proposes multiple resources, the average score of the acceptable resources will determine the Bidder's rating score.

Where the Bidder proposes multiple per diem rates, the average per diem rate (Year 1+2+3) of the acceptable resources will determine the total price.



ARTICLES OF AGREEMENT STANDING OFFER AGREEMENT

Standing Offer Agreement Number 20-13-6005

File Number 1632-11/20-13-6005

These Articles of Agreement are made as of **Upon Award, between Her Majesty The Queen** in right of Canada (referred to in the Standing Offer Agreement as "Her Majesty") represented by the Minister of Indian Affairs and Northern Development (referred to in the Standing Offer Agreement as the "Minister")

and

[Contractor's Name]
[Street Address]
[City] , [Province] [Postal Code]

(referred to in the Standing Offer Agreement as the "Contractor").

Her Majesty and the Contractor agree as follows:

A1 STANDING OFFER AGREEMENT

- 1.1 The following documents and any amendments relating thereto form the Standing Offer Agreement between Her Majesty and the Contractor:
 - 1.1.1 these Articles of Agreement;
 - 1.1.2 the document attached hereto as Appendix "A" and titled "General Conditions", referred to herein as the General Conditions;
 - 1.1.3 the document attached hereto as Appendix "B" and titled "Supplementary Conditions", referred to herein as the Supplementary Conditions;
 - 1.1.4 the document attached hereto as Appendix "C" and titled "Terms of Payment", referred to herein as the Terms of Payment;
 - 1.1.5 the document attached hereto as Appendix "D" and titled "Statement of Work", referred to herein as the Statement of Work;
 - 1.1.6 the document attached hereto as Appendix "E" and titled "Intellectual Property", referred to herein as the Intellectual Property;
 - 1.1.7 the document attached hereto as Appendix "F" and titled "Travel Expense Information", referred to herein as the Travel Expense Information;
 - 1.1.8 the document attached hereto as Appendix "G" and titled "Security Requirements Checklist", referred to herein as the Security Requirements Checklist.
- 1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

**ARTICLES OF AGREEMENT
STANDING OFFER AGREEMENT**

A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

2.1 The Contractor shall, between the date of these Articles of Agreement and **October 31, 2016**, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

A3 STANDING OFFER AGREEMENT AMOUNT

3.1 Subject to the terms and conditions of this Standing Offer Agreement and in consideration for the performance of the work, Her Majesty shall pay to the Contractor:

3.1.1 the sum of **N/A**.

3.1.2 a sum not to exceed **\$574,875.00**.

A4 APPROPRIATE LAW

4.1 This Standing Offer Agreement shall be governed by and construed in accordance with laws in force in the Province of Ontario and the laws of Canada as applicable.

A5 DEPARTMENTAL REPRESENTATIVE

5.1 For the purpose of the Standing Offer Agreement, the Minister hereby designates **[Departmental Representative]** , as the Departmental Representative.

This Standing Offer Agreement has been executed on behalf of the Contractor and on behalf of Her Majesty the Queen in right of Canada by their duly authorized officers.

SIGNED, SEALED AND DELIVERED

by _____ Name, Title

in the presence of _____

Date _____

SIGNED, SEALED AND DELIVERED

by _____ the Contractor

in the presence of _____

Date _____

APPENDIX "A"
GENERAL CONDITIONS

GC1 INTERPRETATION

1.1 In the Contract,

- 1.1.1 "Contract" means the Contract documents referred to in the Articles of Agreement;
- 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;
- 1.1.4 "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract;
- 1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;
- 1.1.6 "prototypes" includes models, patterns and samples;
- 1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

GC2 SUCCESSORS

- 2.1 The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors.

GC3 TIME OF THE ESSENCE

- 3.1 Time is of the essence of the Contract.
- 3.2 Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 3.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

APPENDIX "A"**GENERAL CONDITIONS**

- 3.4 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 3.5 Notwithstanding that the Contractor has complied with the requirements of GC3.3, Her Majesty may exercise any right of termination contained in GC6.

GC4 INDEMNIFICATION

- 4.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, error, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 4.2 The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 4.3 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

GC5 NOTICES

- 5.1 Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile, electronic mail or other means of electronic transmission, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile, electronic mail or other means of electronic transmission, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC6 TERMINATION OR SUSPENSION

- 6.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 6.2 All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 6.3 In addition to the amount which the Contractor shall be paid under GC6.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.

APPENDIX "A"**GENERAL CONDITIONS**

- 6.4 Payment and reimbursement under the provisions of GC6 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 6.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 6.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC6 except as expressly provided therein.

GC7 TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 7.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:
- 7.1.1 the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - 7.1.2 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- 7.2 In the event that Her Majesty terminates the work in whole or in part under GC7.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.
- 7.3 Upon termination of the work under GC7.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 7.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 7.5 If, after the Minister issues a notice of termination under GC7.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC6.1 and the rights and obligations of the parties hereto shall be governed by GC6.

APPENDIX "A"
GENERAL CONDITIONS

GC8 ACCOUNTS AND AUDITS

- 8.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts there from.
- 8.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.
- 8.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

GC9 CONFLICT OF INTEREST

- 9.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to the Departmental Representative.

GC10 CONTRACTOR STATUS

- 10.1 This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel are engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

GC11 WARRANTY BY CONTRACTOR

- 11.1 The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 11.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation.

GC12 AMENDMENTS

- 12.1 No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

GC13 ENTIRE AGREEMENT

- 13.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC1 RELEASE AND DISCLOSURE OF PROPRIETARY, PERSONAL AND THIRD PARTY INFORMATION**

- 1.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract.
- 1.2 The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to an authorized subcontractor information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract.
- 1.3 Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.
- 1.4 Subject to the *Access to Information Act*, R.S.C. 1985, and, to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor including personal and third party information.

SC2 SALES TAX

- 2.1 These services are being purchased with public (Canada) funds for the use of a federal government department and as such, with the exception of the province of Quebec, are not subject to the payment of provincial ad valorem sales and consumption taxes levied by the province or territory in which the taxable services are delivered.

SC3 IDENTIFICATION/ACCESS CARD

- 3.1 A Contractor who has been issued a departmental Identification/Access Card must return it to the appropriate Security Section upon termination or completion of the Contract services and/or on the date that the card expires.

SC4 OFFICIAL LANGUAGES

- 4.1 Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.
- 4.2 Contractors must also respect the right of employees to work in the language of their choice and respect the language(s) of work in each region. To that end, Contractors must be able to provide their services in the working language of each region and in the two official languages of the National Capital Region (NCR). In DIAND, the languages of work in the NCR are English and French; in the Quebec regional office, French; and English in all other departmental regional offices and in the IOGC regional office.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC5 NON-RESIDENTS WHO PERFORM SERVICES IN CANADA**

- 5.1 The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor identified in said Act and will perform services in Canada. This amount will be held on account with respect to any liability for taxes which may be owed to Canada. In addition, an amount of 9 percent may be withheld for provincial income tax purposes from non-residents providing services in the Province of Quebec.

SC6 CRIMINAL CODE OF CANADA

- 6.1 The Contractor certifies that it has not lost capacity to Contract with Her Majesty pursuant to Section 750 of the Criminal Code of the Canada.

SC7 GENDER-BASED ANALYSIS

- 7.1 The Contractor shall familiarize itself with the DIAND Gender-Based Analysis Policy <http://www.ainc-inac.gc.ca/ai/gba/gnd-eng.asp> and when performing the Contract Work shall take into account gender considerations described in the DIAND Gender-Based Analysis Policy that are applicable to the Contract Work. The Contractor may consult with the Departmental Representative with respect to the DIAND Gender-Based Analysis Policy in order to ensure compliance with the DIAND Gender-Based Analysis Policy.
- 7.2 Where applicable, DIAND will conduct a gender-based analysis in accordance with the DIAND Gender-Based Analysis Policy. The Departmental Representative will inform the Contractor of any gender equality issues that arise as a direct result of the Contract Work.
- 7.3 If the Contractor becomes aware of any gender equality issues that have not been identified through a gender-based analysis conducted by DIAND, the Contractor shall inform the Departmental Representative in writing and in a timely fashion.

SC8 CERTIFICATION - CONTINGENCY FEES

- 8.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 8.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
- 8.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract or recover from the Contractor by way of reduction to the Contract price or otherwise the full amount of the contingency fee.
- 8.4 In this section:
- 8.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.
- 8.4.2 "employee" means a person with whom the Contractor has an employer/employee relationship.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

- 8.4.3 "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

SC9 FORMER PUBLIC SERVANTS

- 9.1 It is a term of the Contract:

- 9.1.1 that the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- 9.1.2 that the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based, and
- 9.1.3 that the Contractor has informed the Departmental Representative of any exemption in respect of the abatement of a Contract fee received by the Contractor under the Early Departure Incentive Program Order.

SC10 STANDING OFFER

- 10.1 It is understood and agreed that this is a Standing Offer Agreement and the services described in the Statement of Work will only be utilized on an "as and when required" basis. The aggregate value of call-ups which may be made is conditional upon departmental needs.
- 10.2 Any call for service, as described in the Statement of Work, shall be initiated by means of a call-up document.
- 10.3 The call-up document, signed by an authorized officer, shall be issued to the Contractor and shall include: the cost, the scope of the work, the schedule of the work, and appropriate reporting milestones as required. Any call-up document shall be governed by the terms and conditions of this Agreement. The cost specified in the call-up document shall indicate fee and expense amounts as appropriate.
- 10.4 Sub-contracting shall not be allowed under any call-up without the prior written approval of the Departmental Representative.

SC11 INTELLECTUAL PROPERTY

- 11.1 The Department of Indian Affairs and Northern Development has determined that any Intellectual Property arising from the performance of the Work under the Standing Offer Agreement will vest in Canada for the following reason: the main purpose of the Standing Offer Agreement, or of the deliverables contracted for is to generate knowledge and information for public dissemination.

SC12 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) PROGRAM

- 12.1 The Contractor's GST/HST number is [GST/HST Number]

SC13 SPECIFIC INDIVIDUALS

- 13.1 It is understood and agreed that the work under this Standing Offer Agreement shall be performed by .

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC14 PERSONNEL REPLACEMENT AND SUBSTITUTIONS**

- 14.1 The Contractor shall provide the services of the personnel named in their proposal to perform the Work, unless the Contractor is unable to do so for reasons beyond his/her control.
- 14.2 Should the Contractor at any time be unable to provide the services of the resource(s) named in their proposal, the Contractor shall be responsible for providing replacement personnel at the same cost, who shall be of similar or greater ability or attainment, and whom shall be acceptable to the DIAND Departmental Representative.
- 14.3 In advance of the date upon which any replacement resources are to commence work, the Contractor shall notify the DIAND Departmental Representative, in writing, of the reason for the unavailability of their named resource(s). The Contractor shall then provide to the DIAND Departmental Representative the name(s) and detailed curriculum vitae (c.v.) of the qualifications and experience of the proposed replacement resource(s).
- 14.4 As applicable, proposed replacement resources will be evaluated by DIAND on the basis of the evaluation criteria included within the Request for Proposals document(s). Proposed replacement resources must receive the same or higher score on the point-rated criteria as the resource whom they are proposed to replace. Should the proposed replacement resource(s) not meet or exceed the ability/attainment of the resource(s) whom they are proposed to replace, DIAND reserves the right to refuse the proposed replacement resource(s).
- 14.5 Under no circumstances shall the Contractor allow performance of the services by replacement resources that have not been duly authorized by the DIAND Departmental Representative.
- 14.6 DIAND reserves the right to direct the Contractor to undertake replacements of his or her personnel should deployed Contractor personnel not meet (in DIAND's exclusive opinion) the Department's skills and abilities expectations. Contractor personnel substitutions made by the Contractor may only be undertaken with the express and prior written authorization of the DIAND Departmental Representative.
- 14.7 In any event that the Contractor is unable to provide the services of a resource that is of similar or greater ability or attainment and is acceptable to the DIAND Departmental Representative, DIAND reserves the right to terminate the Standing Offer Agreement.

SC15 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

- 15.1 **For the services of an Individual:** No individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply shall derive any direct benefit from this Standing Offer Agreement unless that individual is in compliance with the applicable post-employment provisions; and

that during the terms of the Standing Offer Agreement any persons engaged in the course of carrying out this Standing Offer Agreement shall conduct themselves in compliance with the principles of the *Conflict of Interest Act*, the *Values and Ethics Code for the Public Service*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* which are the same as those in the *Conflict of Interest and Post-Employment Code for the Public Service*, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the Standing Offer Agreement that would cause a conflict of interest or seem to cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

15.2 **For the services of a Firm:** It is a term of this Standing Offer Agreement that no individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, shall derive any direct benefit from this Standing Offer Agreement unless that individual is in compliance with the applicable post-employment provisions.

SC16 OPTION TO EXTEND STANDING OFFER AGREEMENT

16.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by two (2) additional one (1) year periods under the same terms and conditions.

16.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Standing Offer Agreement expiry date.

16.3 The Contractor agrees that, during the extended period the Standing Offer Agreement, the rates/prices will be in accordance with the provisions of the Standing Offer Agreement.

**SC17 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # 20-13-6005R****WORKSTREAM 1-5**

17.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

17.2 The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

Until the security screening of the Contractor/Offeror personnel required by this Contract/Standing Offer has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor/Offeror personnel **MAY NOT HAVE ACCESS to PROTECTED** information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.

17.3 The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

17.4 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.

17.5 The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Appendix G;
- (b) Industrial Security Manual (Latest Edition).

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC18 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # 20-13-6005S****WORKSTREAM 6 ONLY**

- 18.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Facility Security Clearance** at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 18.2 The Contractor/Offeror personnel requiring access to **CLASSIFIED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.
- 18.3 The Contractor/Offeror **MUST NOT** remove any **CLASSIFIED** information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 18.4 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
- 18.5 The Contractor/Offeror must comply with the provisions of the:
- (a) Security Requirements Check List and security guide (if applicable), attached at Appendix G_____
 - (b) *Industrial Security Manual* (Latest Edition).

APPENDIX "C"
TERMS OF PAYMENT

TP1 Payment for the satisfactory performance of the work under this agreement shall be based on the following rates for actual work performed and the method of payment shall be detailed in the call-up document.

The Standing Offer Agreement amount is only an estimate and the Contractor shall be paid only for those services carried out to the satisfaction of the Departmental Representative.

RESOURCE	YEAR 1 PER DIEM RATES (CAD\$) Award to October 31, 2014	YEAR 2 PER DIEM RATES (CAD\$) November 1, 2014 to October 31, 2015	YEAR 3 PER DIEM RATES (CAD\$) November 1, 2015 to October 31, 2016	OPTION YEAR 1 PER DIEM RATES (CAD\$) November 1, 2016 to October 31, 2017	OPTION YEAR 2 PER DIEM RATES (CAD\$) November 1, 2017 to October 31, 2018
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

Maximum Authorized Fees:

Professional Fees	\$480,000.00
Actual and reasonable travel expenses for transportation, accommodation, meals and incidentals incurred by the Contractor as may be authorized by the Departmental Representative to a maximum amount of	\$20,000.00
Maximum Authorized Amount for Fees and Expenses	\$500,000.00
Maximum GST/HST/QST Payable	\$74,875.00*
Total Maximum Authorized Standing Offer Agreement Value	\$574,875.00

**The GST/HST indicated within this standing offer is an estimate only and may be subject to increase or decrease. The taxes payable under this contract will be based on the GST/HST levy and Place of Supply Rules in effect at the time the tax in respect of the supply becomes payable.*

TP2 Administration fees are not reimbursable under this agreement as the time/unit rate(s) and/or fixed fee(s) specified in TP1 are inclusive of all payroll, overhead and administration costs and profits required to complete the Work.

TP3 This Standing Offer Agreement value shall not be exceeded without the approval of the Standing Offer Agreement signing authority.

APPENDIX "C"**TERMS OF PAYMENT**

- TP4 For Standing Offer Agreements with travel expense provisions in TP1 of the Terms of Payment:** The travel and accommodation expenses shall not exceed the charges allowed in the current issue of the Treasury Board Travel Directive as set out in the attached "Travel Expenses Information". These expenses shall be substantiated to the satisfaction of the Departmental Representative with the supporting documents required by the said Directive.
- TP5** Payments in accordance with the Terms of Payment herein will be made to the Contractor upon receipt of invoices therefor approved by the Departmental Representative for satisfactory performance of this agreement. It is understood and agreed that the Departmental Representative shall be the final judge concerning the quality and acceptability of the work.
- TP6** Payment will be issued to the Contractor 30 days after the work (or part thereof, where provided for under TP1) is satisfactorily completed and an invoice received therefor. Where payment is not made within the 30 day payment period, and where the government is responsible for the delay, interest will be paid on the invoice amount at the Bank of Canada rate in effect on the date on which the amount is paid, plus 3%.
- TP7** Interest is payable on acceptable invoices that are not paid within the 30 day payment period. Interest will not be paid on invoices paid within the 30 day payment period. Interest will not be paid on an interim basis; nor will interest be paid on interest charges.
- TP8** The period for which interest will be paid will be from the day after the end of the 30 day payment period to the date that payment is issued. In respect of interest amounts which are less than ten dollars (\$10.00) in value, said interest shall not be paid unless the Contractor so demands by means of written communication to the Departmental Representative. Interest payments in excess of ten dollars (\$10.00) will be paid automatically.
- TP9 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) REGISTRANTS AND NON-REGISTRANTS**
- 9.1 **GST or HST Registrants:** Any amount levied against Her Majesty in respect of the federal Goods and Services Tax (GST) or Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy shall be paid from the Government of Canada Refundable Advance Account to the Contractor in addition to the amounts paid from the departmental appropriation for the work done. The Contractor agrees to remit the GST or HST to the Canada Customs and Revenue Agency.
- or,
- 9.2 **Non GST or HST Registrants:** Any amount to be levied by a non-GST or HST Registrant against Her Majesty in respect of the federal Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy and the amounts for the work done shall be paid directly from the departmental appropriation to the Contractor.
- TP10 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS**
- 10.1 **Progress Payments**
- Unless stated otherwise within the Call-up document, payment shall be made to the Contractor upon satisfactory completion of the Call-up Work, acceptance of all Call-up deliverables and, compliance with all Invoicing Instructions.

APPENDIX "C"
TERMS OF PAYMENT

10.2 Invoicing Instructions

10.2.1 Two copies of the Contractor's invoice and all required receipts shall be submitted to:

Department of Indian Affairs and Northern Development
Room - 10 Wellington Street
Gatineau, Quebec K1A 0H4

10.2.2 Pursuant to paragraph 221 (1) (d) of the *Income Tax Act*, payments made by departments and agencies under applicable service Contracts must be reported on a T1204 supplementary slip. To comply with this requirement, Contractors are required to provide the following information on each invoice:

- a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number or Business Number (BN), as well as the address and the postal code;
- b) the status of the Contractor, i.e. individual, unincorporated business, or corporation;
- c) for individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST) Harmonized Sales Tax (HST) number;
- d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and
- e) the following certification signed by the Contractor or an authorized officer:
"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, c) or d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

Invoice Payment will only be made upon receipt and acceptance of the above noted documentation.

APPENDIX "D"
STATEMENT OF WORK
STANDING OFFER AGREEMENT

SW1 TITLE

Aboriginal demographic and socio-economic policy and research, and Métis rights, and/or non-status Indian issues, policy and research.

SW2 BACKGROUND

Aboriginal Affairs and Northern Development Canada (AANDC) supports Aboriginal people (First Nations, Inuit and Métis) and Northerners in their efforts to: improve social well-being and economic prosperity; develop healthier, more sustainable communities; and participate more fully in Canada's political, social and economic development - to the benefit of all Canadians. To support this mandate, AANDC requires timely access to high-calibre resources able to provide research, analysis and related services corresponding to all Aboriginal peoples in Canada as well as to specific populations including First Nations, Inuit, Métis, and Non-Status Indians, including those who live in urban areas across Canada.

The Métis and Non-Status Indian Relations Directorate works primarily with Aboriginal political organizations who represent the interests of Métis and Non-Status Indians (MNSI) and other off-reserve Aboriginal organizations. In this role, the Directorate works to maintain and strengthen the Government of Canada's relationship with the two national Aboriginal organizations that represent MNSI people: the Congress of Aboriginal Peoples and the Métis National Council. The Directorate is also responsible for leading the federal participation in self-government (tripartite) processes with provinces, Métis and other off-reserve Aboriginal organizations under the policy Federal Approach to the Implementation of the Inherent Right and Negotiation of Aboriginal Self-government (1995) and leading the Government of Canada's multi-faceted response to the Supreme Court's *R. v. Powley* (2003) decision. The Directorate maintains a research network with universities and other leaders in the field to help support policy development, analysis and advice.

The mandate of the Strategic Research Directorate (SRD) is to support AANDC and the federal government's policy-making in Aboriginal and Northern matters by providing evidence-based knowledge, through a program of survey development, policy research, and knowledge transfer.

The Statistics and Measurement Directorate (SMD) is the focal point of contact within AANDC for demographic and socio-economic statistics on Aboriginal peoples and Northerners. Through the provision of authoritative data and analytical advice, SMD supports research, program and policy development as well as performance measurement activities.

The Urban Aboriginal Initiatives Directorate is AANDC's Urban Aboriginal Centre of Expertise on policy development, program design, performance tracking and reporting.

SW3 OBJECTIVES

To acquire research, analysis and policy advice concerning:

- (1) Aboriginal demographic and socio-economic policy and research; and
- (2) Métis rights, and/or non-status Indian issues, policy and research
on an as and when required basis through Standing Offer Agreements (SOA).

APPENDIX "D"
STATEMENT OF WORK
STANDING OFFER AGREEMENT

SW4 DEFINITIONS

4.1 Definitions

The following list of definitions and/or acronyms is relevant to, and forms a part of, this Statement of Work (SOW). The list of definitions provided below is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this SOW.

<u>Term/Acronym</u>	<u>Definition</u>
Aboriginal People	Includes First Nations, Inuit, Métis and Non-Status Indian populations, including those who live in urban settings.
Call-up	Under a valid SOA, a document prepared by the AANDC Departmental Representative and issued by the AANDC Contracting Authority to the Contractor, through which AANDC will acquire the required services; and which will contain requirements for the provision of said services, which will be consistent with the Statement of Work, and may consist of any combination of the required services and deliverables. Upon acceptance of the Call-up by the contractor, the Call-up forms a binding agreement.
Contracting Authority	The Contracting Authority shall be the sole authority on behalf of Canada for the administration and management of the Standing Offer Agreement (SOA). Any changes to the SOA must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of the SOA based on written requests from any government personnel other than the Contracting Authority.
Contractor	A qualified supplier selected pursuant to the present competitive selection process, who is a party to a Standing Offer Agreement.
Departmental Representative	A person, occupying a specific position within AANDC or fulfilling a specific organizational function, who is responsible for monitoring the supplier's execution of the work under the Standing Offer Agreement, as well as acting as a single point of contact on behalf of AANDC.
DIAND	Department of Indian Affairs and Northern Development (legal title for AANDC).
AANDC	Aboriginal Affairs and Northern Development Canada (formerly Indian and Northern Affairs Canada).
OFI	Former Office of the Federal Interlocutor for Métis and Non-Status Indians.
MNSI	Métis and Non-Status Indians.
NCR	National Capital Region.
SOW	Statement of Work.
Standing Offer Agreement (SOA)	An overarching agreement between DIAND and a qualified supplier to provide services on an as-and-when-required basis. An SOA does not constitute a Contract. Individual service requirements will be initiated via a Call-up document duly authorized by the DIAND Contracting Authority.
KTKM	Knowledge Transfer/Knowledge Management.

APPENDIX "D"
STATEMENT OF WORK
STANDING OFFER AGREEMENT

Term/Acronym	Definition
TB	Treasury Board of Canada.
SMD	Statistics and Measurement Directorate
SRD	Strategic Research Directorate

SW5 BUSINESS ENVIRONMENT

- 5.1** AANDC is based in Gatineau, Quebec, Canada. The Sector operates within a standard office environment, and maintains regular working hours (Monday to Friday, 08:00 to 17:00 EST, excluding statutory and government holidays).
- 5.2** The Contractor is expected to be capable of providing research, policy and analysis services within the hours as defined in section 5.1 above.

SW6 SCOPE OF WORK

Service is required in the following six Work Streams:

1. Research Design Services - Aboriginal Demographic and Socio-Economic Issues
2. Quantitative Analysis and Knowledge Transfer Services - Aboriginal Demographic and Socio-Economic Issues
3. Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Governance and Capacity
4. Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Emerging Issues
5. Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Historical Research
6. Policy Development Services – Aboriginal Relations and Socioeconomic Issues

The scope of work attached to each Call-up against the Standing Offer will identify the particular factual matters, issues, survey design requirements, statistical analyses, relevant documents and materials and other areas of consideration that shall be researched, verified, documented, and reported upon using qualitative and quantitative methods of analysis, for Aboriginal demographic and socio-economic policy and research, and Métis rights, and/or non-status Indian issues, policy and research. Under each Call-up, activities may consist of either/both policy and research services.

All work is to be done in conformity with the instructions issued by the Departmental Representative.

6.1 Work Stream 1: Research Design Services - Aboriginal Demographic and Socio-Economic Issues

The Contractor shall, on an as and when required basis, carry out research and analysis activities specific to the Aboriginal context and relevant comparators as described below:

Conduct quantitative and/or qualitative research (including but not limited to survey design/ implementation, meta-analyses/systematic reviews, prospective analysis, qualitative research designs including case analyses, structured interview protocols, structured literature reviews) as well as associated analysis, based on the identified needs of the organization.

APPENDIX "D"
STATEMENT OF WORK
STANDING OFFER AGREEMENT

6.2 Work Stream 2: Quantitative Analysis and Knowledge Transfer Services - Aboriginal Demographic and Socio-Economic Issues

The Contractor shall, on an as and when required basis, carry out policy and research analysis activities specific to the Aboriginal context and relevant comparators as described below:

Assess, interpret, and/or analyze data, and/or formulate recommendations based on research/analysis findings, and/or develop value-added knowledge transfer products (including but not limited to reports, presentations, interactive databases/systems, maps, graphical representations potentially in multiple and electronic media) based on research/analysis findings. The contractor must be capable of undertaking this work on any scale. The needs will vary for valued added knowledge transfer products (e.g. paper based, electronic, face to face, virtual, online and new media).

6.3 Work Stream 3: Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Governance and Capacity

The Contractor shall carry out policy analysis and/or research activities on Métis rights, and/or non-status Indian issues, as described below, but not limited to:

1. Delivering various types of research and analysis in the area of Métis rights, based on the identified needs of the organization, including analysis and research of governance and administrative structures and capacities of Aboriginal organizations, ways to optimize their efficiency, effectiveness, economy, and accountability, and project assessments related to governance responsibilities and activities.
2. Developing and preparing a set of custom reports to support and inform decision-making relative to policy and programs related to Métis rights. Performing analysis and developing descriptive analysis of respective reports.
3. Developing and delivering presentations on case studies, trend analysis, and literature review findings related to Métis rights, and/or non-status Indian, issues.
4. Attending (and as required, participating in) colloquia, conferences or symposia; reviewing, analyzing and reporting on books, reports or other material.

6.4 Work Stream 4: Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Emerging Issues

The Contractor shall carry out research or policy analysis activities on Métis rights, and/or non-status Indian issues, as described below, but not limited to:

1. Delivering various types of research and analysis; in the area of Métis rights, based on the identified needs of the organization, such as:
 - a) Analysis and research of Métis rights, and/or non-status Indian issues, claims, legislation, court decisions and other court documents to identify policy issues relevant to Métis rights, and/or non-status Indian issues, and their impact on the Government of Canada and AANDC's role, mandate and programs;
 - b) Analysis of Métis population and demographic trends, including mapping of particular aspects, such as Métis community and population mobility.

APPENDIX "D"
STATEMENT OF WORK
STANDING OFFER AGREEMENT

2. Developing and preparing a set of custom reports to support and inform decision making relative to policy and programs related to Métis rights. Performing analyses and developing descriptive analysis of respective reports.

3. Developing and delivering presentations and/or interactive tools, such as GIS maps, on case studies, trend analysis, and literature review findings related to Métis rights, and/or non-status Indian, issues.

4. Attending (and as required, participating in) colloquia, conferences or symposia; reviewing, analyzing and reporting on relevant books, reports or other material.

6.5 Work Stream 5: Research Services - Métis Rights, and/or Non-status Indian Issues, Policy – Historical Research

The Contractor shall, on an as and when required basis, carry out policy analysis and/or activities on Métis Aboriginal rights as described below, but not limited to:

1. Delivering various types of research, policy and analysis in the area of Métis rights, based on the identified needs of the organization, such as:

- a) Undertaking, assessing or reviewing historical research relevant to understanding Métis settlement, economic and political activities;
- b) Representing AANDC in joint provincial and/or Métis research initiatives that inform better understanding of Métis rights.

2. Developing and preparing a set of custom reports to support and inform decision-making relative to policy and programs related to Métis rights. Perform analysis and develop descriptive analysis of the respective reports.

3. Developing and delivering presentations on case studies, trend analysis, and literature review findings relative to Métis rights, and/or non-status Indian, issues.

4. Attending and participating (where required) in colloquia, conferences or symposia; reviewing, analyzing and reporting on relevant books, reports or other material.

6.6 Work Stream 6: Policy Development Services – Aboriginal Relations and Socioeconomic Issues

The Contractor shall, on an as and when required basis, coordinate a range of activities including policy research (primary and secondary sources), analysis, and management of relations with stakeholders; developing policy recommendations specific to different Aboriginal contexts (First Nations, Inuit, Métis and Non-Status Indians, including those in Urban settings). The contractor must be capable of undertaking this work on any scale. The work may involve producing written documents and/or presenting findings to the Department, stakeholders, and/or the general public in multiple formats. Work under this stream will typically involve handling sensitive materials and participating in high-level meetings where protected information may be discussed.

SW7 DELIVERABLES

7.1 Deliverables will be as specified in each project/assignment Call-up. These shall include the provision of services as described in the above Scope of Work, as well as written progress/status reports and contract

APPENDIX "D"
STATEMENT OF WORK
STANDING OFFER AGREEMENT

performance reports relating to the delivery of specific services and completion of assigned tasks;

- 7.2** Copies of deliverables will be in the electronic format specified in the call-up document; and
- 7.3** All deliverables and working papers will, at minimum, be provided in English. Depending on the nature of the call-up, the Contractor may be required to undertake certain tasks in English, in French or in both languages (see also SW15.1-c)

SW8 CONTRACTOR RESPONSIBILITIES

- 8.1** Management by the Contractor of service delivery to AANDC in relation to the Standing Offer Agreement (SOA) shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or federal government regulations, policies and procedures.
- 8.2** It is the responsibility of the Contractor to, at all times, conduct itself and to ensure the performance of its Resources in accordance with the terms and conditions of the SOA and any resultant Call-up, and in accordance with the Code of Conduct for Procurement (see <http://www.pwpsc.gc.ca/acquisitions/text/cndt-cndct/cca-ccp-e.html>).
- 8.3** The Contractor shall ensure that all of its deployed personnel are properly trained and equipped to fulfil their responsibilities.
- 8.4** The Contractor shall supply all of its own tools, facilities, equipment, and software required for completion of the work, unless otherwise directed by the Departmental Representative.

SW9 CONTRACTOR RESOURCE REQUIREMENTS

- 9.1** Proposed Resources shall have the stated minimum qualifications and required work experience for the Resource Category for which they are proposed (see Selection and Evaluation Criteria).

SW10 REPORTING REQUIREMENTS

- 10.1** The Contractor shall be responsible for facilitating and maintaining communication with the Departmental Representative regarding the progress of work completed under any Call-up(s) under the SOA.
- 10.2** Upon request from the AANDC Departmental Representative, the Contractor shall provide ad hoc written or oral status updates relating to any work in progress under any Call-up.
- 10.3** In addition, the Contractor shall immediately notify the Departmental Representative of any issues, problems, or areas of concern that could adversely affect the ability of the Contractor to complete the work specified under any Call-up within agreed upon deadlines.

SW11 DEPARTMENTAL SUPPORT

- 11.1** As required for the successful provision of Aboriginal demographic and socio-economic policy and research resources, or Métis rights, and/or non-status Indian issues, policy and research resources, AANDC will provide the Contractor any available relevant documents, research analysis, data, statistics, contact information on an as needed basis.

APPENDIX "D"
STATEMENT OF WORK
STANDING OFFER AGREEMENT

SW12 LOCATION OF WORK AND TRAVEL

- 12.1** Unless otherwise stated, the work will be conducted within the National Capital Region (NCR), but may be undertaken elsewhere in Canada. Contractors are responsible for all costs related to their own personal expenses within the NCR, including the cost of travel between their place of business, Statistics Canada Research Data Centres located in the NCR, and AANDC headquarters.
- 12.2** There may be the occasional requirement for Contractor travel to other locations as specified in the Call-up documents. If required, any travel must be authorized in advance by the Departmental Representative and undertaken in accordance with the Treasury Board (TB) Travel Directive. Contractors will be reimbursed for previously authorized travel, accommodation and living expenses associated, in accordance with TB Directives.
- 12.3** Except when on-site work at AANDC premises is required, all Contractors shall provide their own premises, equipment, software, and tools necessary for the performance of the tasks outlined in the SOW.

SW13 GREEN PROCUREMENT AND SERVICES

- 13.1** The Contractor shall ensure, where possible, that all materials employed and work methods utilized by both the Contractor and its deployed personnel shall accord with AANDC's commitment to AANDC's and the Government of Canada's Green Procurement Strategy.

SW14 RESTRICTIVE COVENANTS

- 14.1** For the purposes of this Standing Offer the suppliers designated shall avoid any situation of post-call-up conflict of interest.
- 14.2** Upon expiration, termination or suspension of any resulting call-up, including any extensions hereunder, the supplier shall not participate in the negotiations/claims/consultations/engagement activities etc. that are the subject of this Standing Offer, any litigation related to the negotiations/consultations/engagement activities etc. that are the subject of this Standing Offer, or any related matters, for a period of five years:
- a) Without the express written consent of the Minister of Aboriginal Affairs and Northern Development Canada or,
 - b) Unless directed to do so by a Court of Law.

The suppliers hereby acknowledge that the scope and duration of the restrictions in SW14 are reasonable given the nature of the Standing Offer.

SW 15 CALL-UP ASSIGNMENT AND PROCEDURES

- 15.1** Call-ups for the delivery of Aboriginal demographic and socio-economic policy and research services, or Métis rights, and/or non-status Indian issues, policy and research services will be awarded by AANDC to the Contractor(s) who, in AANDC's exclusive determination, can best render the requirements, based on the following factors:
- a) the availability of Contractor resources;
 - b) the need for specific types of services and subject matter expertise, taking into consideration any previous experience of the Contractor related to a particular issue;
 - c) the Official Language in which the required services shall be delivered;
 - d) the location where the required services shall be performed and (or) delivered within Canada without having to incur any travel expenses; and
 - e) the estimated cost to complete the work.

APPENDIX "D"
STATEMENT OF WORK
STANDING OFFER AGREEMENT

SW16 CONTRACTOR'S PROPOSAL

- 16.1 The Contractor's proposal, dated _____, insofar as it is not at variance with anything contained in the Standing Offer Agreement document, shall apply to and form part of the Standing Offer Agreement.

APPENDIX "E"

INTELLECTUAL PROPERTY

Canada to Own Intellectual Property Rights in Foreground Information

- 01 Interpretation
- 02 Disclosure of Foreground Information
- 03 Canada to Own Intellectual Property Rights in Foreground Information
- 04 License to Intellectual Property Rights in Background Information
- 05 Right to License
- 06 Access to Information; Exception to Contractor Rights
- 07 Waiver of Moral Rights
- 08 License to Intellectual Property Rights in Foreground Information
- 09 No Right for Contractor to Sub-license

01 INTERPRETATION

1. In the Contract,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

APPENDIX "E"
INTELLECTUAL PROPERTY

02 DISCLOSURE OF FOREGROUND INFORMATION

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or such earlier time as the Minister or the Contract may require.
2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

03 CANADA TO OWN INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

3. (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.
- (ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

APPENDIX "E"

INTELLECTUAL PROPERTY

04 LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN BACKGROUND INFORMATION

1. The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required in order for Canada to exercise its license in the Intellectual Property Rights in the Foreground Information. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
2. The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
3. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.
4. Notwithstanding subsection 1, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

05 RIGHT TO LICENSE

1. The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

06 ACCESS TO INFORMATION; EXCEPTION TO CONTRACTOR RIGHTS

1. Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
 - (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
 - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;

APPENDIX "E"
INTELLECTUAL PROPERTY

- (c) is independently developed by or for Canada; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

07 WAIVER OF MORAL RIGHTS

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

08 LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION

1. Subject to subsection 2, if the Contractor wishes to make use of the Foreground Information for purposes of its commercial exploitation or further development, then the Contractor may make a written request for a license to the Minister. Such a request should be made within thirty (30) working days following completion of the Work. The Contractor shall give the Minister an explanation as to why such a license is required. The Minister shall respond in writing to any request for such a license within a reasonable period of time. If the request is refused the response shall provide an explanation for the refusal. Should the Minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and the Minister. It is understood that those terms may include payment of compensation to Canada.
2. Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada, or personal information (as this term is defined in the *Privacy Act* (R.S.C., c. P-21)) collected by the Contractor as part of the Work, then the license referred to in subsection 1 shall be restricted to the Intellectual Property Rights in Foreground Information that are capable of being exploited without the use of such information or data or such personal information.

09 NO RIGHT FOR CONTRACTOR TO SUB-LICENSE

1. The Contractor shall not have the right to sub-license or otherwise authorize any party to exercise any of the Intellectual Property Rights in the Foreground Information.

APPENDIX "F" TRAVEL EXPENSE INFORMATION

1. The following are the maximum rates allowed in the current issue of the Treasury Board Travel Directive and in accordance with the Special Travel Authorities of Treasury Board. As some rates are subject to change every January 1st, April 1st, July 1st and October 1st of each year, it is the Contractor's responsibility to ensure that the travel rates applied to the period being invoiced are in accordance with the TB Travel Directive, *Rates and Allowances*, Appendix B and C as published on the National Joint Council website <http://www.njc-cnm.gc.ca/doc.php?sid=3&lang=eng>.

Air Travel The standard for air travel is economy class only. Under no circumstances will the Department defray the cost of business class travel by a Contractor. The Department may limit the reimbursement of the air travel portion when the lowest appropriate rate is not obtained.

Rail Travel The standard for rail travel is the next higher class after the full economy class.

Taxis Receipts are only required to justify individual taxi fares in excess of ten dollars (\$10.00), taxes included.

Rental Vehicles The standard for rental vehicles is mid size. Rental vehicles beyond the standard shall be authorized based upon factors such as, but not limited to, safety, the needs of the traveller and the bulk or weight of goods transported.

Rental vehicles are only to be used in instances where the Contractor has received prior authorization from the Departmental Representative identified in the Contract after having demonstrated, in writing to the Departmental Representative that the use of such vehicles is cost-effective in relation to commercial transportation.

Contractors must consult the PWGSC Car Rental Directory available at <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/index-eng.aspx> and, where feasible, utilize those Rental Companies that have agreed to extend their government rates to cost reimbursable Contractors working under Contract and traveling on official government business as identified in the Directory under Services Offered. A letter which confirms that the Contractor is on travel status on behalf of the government and specifies the duration of the Contract and the destination shall be provided to the Contractor by the Departmental Representative for the purpose of acquiring government rates from Rental Companies.

Collision damage waiver coverage is required for the entire period that a vehicle is rented. Contractors will not be reimbursed for insurance coverage premiums. Contractors who intend to carry passengers are advised to confirm with their insurance agent that they are adequately insured.

Contractors shall be reimbursed the daily vehicle rental fee (excluding any insurance coverage premiums) and the actual costs of parking the rental vehicle upon submission of actual receipts.

Private Motor
Vehicles

Privately-owned vehicles are only to be used in instances where the use of a privately-owned vehicle is cost-effective in relation to commercial transportation, and, upon prior authorization of the Departmental Representative identified in the contract.

Insurance premiums related to the use of privately-owned vehicles are the responsibility of the Contractor. Contractors may request reimbursement of parking through the submission of receipts.

APPENDIX "F"
TRAVEL EXPENSE INFORMATION

The following kilometric rates (**taxes included**) are applicable effective July 1, 2013:

Cents/km (Taxes Included)

<i>British Columbia</i>	<i>50.5</i>	<i>New Brunswick</i>	<i>49.5</i>
<i>Alberta</i>	<i>51.0</i>	<i>Prince Edward Island</i>	<i>50.5</i>
<i>Saskatchewan</i>	<i>45.0</i>	<i>Newfoundland</i>	<i>53.0</i>
<i>Manitoba</i>	<i>46.5</i>	<i>Yukon</i>	<i>61.0</i>
<i>Ontario</i>	<i>55.0</i>	<i>Northwest Territories</i>	<i>58.5</i>
<i>Quebec</i>	<i>57.0</i>	<i>Nunavut</i>	<i>58.5</i>
<i>Nova Scotia</i>	<i>50.5</i>		

Hotels

Contractors are expected to use moderately priced hotels. Only partial reimbursement of actual costs may be made by the Department should claims be for unreasonably high-priced accommodation.

Private
Non-Commercial
Accommodations

Should a Contractor stay with friends or relatives the private non-commercial accommodation rate of \$50.00/overnight stay GST/HST inclusive is reimbursed.

Meals

The following rates (**taxes included**) are applicable during the period of April 1, 2013 to September 30, 2013:

	<u>All Provinces</u>	<u>Yukon & Alaska</u>	<u>NWT</u>	<u>Nunavut</u>
<i>Breakfast:</i>	\$15.65	\$15.85	\$21.70	\$21.10
<i>Lunch:</i>	\$15.15	\$19.15	\$22.30	\$29.85
<i>Dinner:</i>	\$41.75	\$50.40	\$52.20	\$70.30

Incidental
Expenses

The Contractor may claim seventeen dollars and thirty cents (\$17.30) GST/HST inclusive for each day of stay in commercial or private non-commercial accommodations.

2. Receipt Requirements

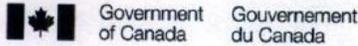
Only original receipts will be accepted from Contractors; photocopies of hotel bills, air/train tickets, taxi receipts, etc. are not claimable.

Receipts are required for the following:

1. *Air or ground transportation e.g. train, bus, car rental, parking costs, etc.*
2. *Taxis in excess of \$10.00.*
3. *Hotel accommodation.*

APPENDIX "G" SECURITY REQUIREMENTS CHECKLIST

WORKSTREAMS 1-5



Contract Number / Numéro du contrat 20-13-6005R
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. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Aboriginal Affairs and Northern Development Canada	2. Branch or Directorate / Direction générale ou Direction PSD/PSRB/SRD/NCR	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Aboriginal demographic and socio-economic policy and research and Métis rights and/or non-status Indian issues, policy and research.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

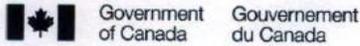
TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED



APPENDIX "G" SECURITY REQUIREMENTS CHECKLIST

WORKSTREAMS 1-5



Contract Number / Numéro du contrat 20-13-6005R
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : _____	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	
	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Non <input checked="" type="checkbox"/> Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	
	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
11. b) 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 <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	
	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	
	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	
	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui

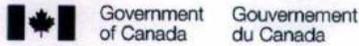
TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
--



APPENDIX "G" SECURITY REQUIREMENTS CHECKLIST

WORKSTREAMS 1-5



Contract Number / Numéro du contrat 20-13-6005R
Security Classification / Classification de sécurité UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO					COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
											A	B	C				CONFIDENTIEL
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

APPENDIX "G"
SECURITY REQUIREMENTS CHECKLIST

WORKSTREAMS 1-5

		Contract Number / Numéro du contrat 20-13-6005 R Security Classification / Classification de sécurité	
13. Organization Project Authority / Chargé de projet de Forçement Name (print) - Nom (en lettres moullées) Title - Titre Signature			
Eric Guimond		Director, Strategic Research	<i>Eric Guimond</i>
Telephone No. - N° de téléphone 619-956-8344	Facsimile No. - N° de télécopieur 619-954-7395	E-mail address - Adresse courriel Eric.Guimond@asno-asndc.gc.ca	Date July 2/13
14. Organization Security Authority / Responsable de la sécurité de Forçement Name (print) - Nom (en lettres moullées) Title - Titre Head Personal Security Contractor and Awarding Signature Josée Gauthier <i>Josée Gauthier</i>			
Josée Gauthier		Head Personal Security Contractor and Awarding	Date 2013-07-04
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Out	
16. Procurement Officer / Agent d'approvisionnement Name (print) - Nom (en lettres moullées) Title - Titre Signature			
Sam Walker		Sr. Proc. Officer	<i>Sam Walker</i>
Telephone No. - N° de téléphone 819-994-6724	Facsimile No. - N° de télécopieur 819-953-7781	E-mail address - Adresse courriel WalkerS@asno-asndc.gc.ca	Date July 3, 2013
17. Contracting Security Authority / Autorité contractuelle en matière de sécurité Name (print) - Nom (en lettres moullées) Title - Titre Signature			
			<i>Jill Mahon</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 10-07-2013

Jill Mahon
 Contract Security Officer, Contract Security Division
 Jill.Mahon@tpsgc-pwgsc.gc.ca
 Tel/Tél - 613-960-0164 / Fax/Télé - 613-954-4171

FDS/SC 250-102 (2004/12)

Security Classification / Classification de sécurité

Canada

APPENDIX "G" SECURITY REQUIREMENTS CHECKLIST WORKSTREAM 6



Contract Number / Numéro du contrat 20-13-6005S
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. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction Aboriginal Affairs and Northern Development Canada PSD/PRSB/SRD/NCR	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Aboriginal demographic and socio-economic policy and research and Métis rights and/or non-status Indian issues, policy and research.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
--



APPENDIX "G" SECURITY REQUIREMENTS CHECKLIST

WORKSTREAM 6



Contract Number / Numéro du contrat
20-13-6005S
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ <input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL <input checked="" type="checkbox"/> SECRET SECRET <input type="checkbox"/> NATO SECRET NATO SECRET
<input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET Special comments: Commentaires spéciaux : _____ NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
11. b) 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 <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
--



APPENDIX "G"
SECURITY REQUIREMENTS CHECKLIST

WORKSTREAM 6



Contract Number / Numéro du contrat 20-13-6005S
Security Classification / Classification de sécurité UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
											A	B	C				CONFIDENTIEL
Information / Assets Renseignements / Biens																	
Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



APPENDIX "G" SECURITY REQUIREMENTS CHECKLIST WORKSTREAM 6

 Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
20-13-6005 S
Security Classification / Classification de sécurité

13. Organization Project Authority / Chargé de projet de Forçage			
Name (print) - Nom (en lettres mouées) Eric Guimond		Title - Titre Director, Strategic Research	Signature <i>E. Guimond</i>
Telephone No. - N° de téléphone 819-956-9344	Facsimile No. - N° de télécopieur 819-994-7595	E-mail address - Adresse courriel Eric.Guimond@asndc-ainfo.gc.ca	Date July 2/13
14. Organization Security Authority / Responsable de la sécurité de Forçage			
Name (print) - Nom (en lettres mouées) Guillaume Guimond / guimondg@asndc-ainfo.gc.ca Officer: (819) 953-3730 Fax: (819) 994-8774		Title - Titre Head Personal Security Contractor and Awareness	Signature <i>G. Guimond</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2013-07-04
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
		No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non Oui	
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres mouées) Sam Walker		Title - Titre Sr Proc. Officer	Signature <i>S. Walker</i>
Telephone No. - N° de téléphone 819-994-6724	Facsimile No. - N° de télécopieur 819-953-7791	E-mail address - Adresse courriel walker@asndc-ainfo.gc.ca	Date July 3, 2013
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres mouées)		Title - Titre	Signature <i>AK</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date July 11, 2013

Anna Kulycka
Contract Security Officer, Contract Security Division
Anna.Kulycka@tpsgc-pwgsc.gc.ca
Tel/Tél - 613-957-1258 / Fax/Télé - 613-954-4171

TDS/BCT 250-103/2004/12)

Security Classification / Classification de sécurité

Canada

ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

Corporate Name of Recipient of this Submission

for: _____

Name and Number of Bid and Project

in response to the call or request (hereinafter "call") for bids made by:

Name of Tendering Authority

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____

Corporate Name of Bidder or Tenderer (hereinafter "Bidder")

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a bid in response to this call for bids;
 - b) could potentially submit a bid in response to this call for bids based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
 - a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

- a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a bid; or
 - d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

Printed Name and Signature of Authorized Agent of Bidder

Position Title

Date

ANNEX “B”

CERTIFICATIONS

1. Compiancy with Terms and Conditions

The Bidder by signing below hereby certifies that it has read the RFP in its entirety, including the Statement of Work, and signifies compliance with and acceptance of all the articles, clauses, terms and conditions contained or referenced in this RFP document.

2. Certification of Education and Experience

The Bidder hereby certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the work, or part of the work, is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

3. Availability of Personnel

The Bidder, by signing below, hereby certifies that, should it be authorized to provide service under any Standing Offer Agreement resulting from this solicitation, the persons and facility proposed in its offer will be available to commence the provision of services within a reasonable time following the issuance and approval of a “Call-up Against a Standing Offer Agreement” document, and will remain available to perform the work in relation to the fulfillment of the call-up requirements.

4. Status of Personnel

Any person proposed by the Bidder to perform the work or part of the work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person’s curriculum vitae to the DIAND Departmental Representative.

During the offer evaluation, the Bidder MUST, upon the request of the DIAND Project Authority, and/or the DIAND Departmental Representative, provide a copy of such written permission, in relation to any or all employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder’s offer from further consideration.

ANNEX “B”

CERTIFICATIONS

5. Security Clearances

Where the proposed resources of selected Bidders hold security clearances, the following information must be provided to allow the Department to verify said clearance levels:

1. Full name of individual;
2. Clearance level;
3. Origin of clearance (Department);
4. Effective date; and
5. Date of Birth

Please indicate:

The above information has been provided for all proposed resources who currently hold security clearances;

OR

None of the proposed resources currently hold security clearances.

6. Official Language Capacity

The Bidder certifies that, should it be authorized to provide services under any Standing Offer Agreement resulting from this solicitation,

Please indicate:

It can provide oral and written services in both official languages.

OR:

It can provide oral and written services in the English language.

7. Verification of Information provided in the Bidder’s proposal

The Crown reserves the right to verify the information provided in the Bidder’s proposal and to declare the bid non-responsive for any of the following reasons:

a. unverifiable or untrue statement;

b. unavailability of any person proposed on whose statement of experience and knowledge the Crown relied to evaluate the offer and award the Standing Offer Agreement.

Signature

Date