



November 19, 2013

20-13-6009

## 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:

**Technical Advisory Services related to Clean Energy and Greenhouse Gas Emissions in Aboriginal and Northern Communities - Standing Offer Agreement (SOA).**

**This requirement is set aside for Aboriginal suppliers in accordance with the government Procurement Strategy for Aboriginal Business. The bidder must certify in its bid that he or she is an Aboriginal business or joint venture as defined within the Procurement Strategy for Aboriginal Business.**

**For the bid to be considered compliant, the bidder must submit at the time of bid closing, the completed and duly signed "Certification Requirement" and "Owner/Employee Certification" form included herein as part of the tender document.**

As a result from this proposal call, DIAND intends to award up to one (1) SOA.

In a companion Request for Proposals (RFP), solicitation 20-13-6010, DIAND is seeking to establish up to two (2) SOAs.

In the event that no SOA is awarded under the companion solicitation 20-13-6010 to this solicitation, DIAND will increase the number of competitively awarded SOAs under this solicitation up to a total of three (3) SOAs overall.

Period of the SOAs is from the date of the award to June 30, 2016 with two (2) additional one (1) year option periods.

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, and Federal Contractor's Program for Employment Equity.

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 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.*

## LETTER OF INVITATION

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

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 Program or the Harmonized Sales Tax Program and, if so, shall set out the registration number.
- 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) or the Harmonized Sales Tax (HST).

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 Standard Time (EST), January 3, 2014:**

**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

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 Céline Viner by facsimile at 819-953-7830, or by e-mail at [celine.viner@aadnc-aandc.gc.ca](mailto:celine.viner@aadnc-aandc.gc.ca). Enquiries and other communications are not to be directed to any other government official(s).

**LETTER OF INVITATION**

Yours sincerely,

Céline Viner  
Senior Procurement Officer  
Aboriginal Affairs and Northern Development Canada  
10 Wellington Street, 1302  
Gatineau, QC K1A0M5

Attach.

## INSTRUCTIONS TO BIDDERS

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

<b>RFP PACKAGE CONTENTS</b>	
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 (SRCL)	This material is provided for your information only. It details the specific Contract/Standing Offer Agreement/Standing Offer 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
Annex B :	Certifications
Annex C:	Government Support for Aboriginal Economic Development Through Federal Procurement
	Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".
	Bidders must complete, sign and submit, as part of their technical proposal package, the Certifications attached hereto as Annex "B".
	This requirement is set aside for Aboriginal suppliers in accordance with the government Procurement Strategy for Aboriginal Business. The bidder <b>MUST</b> certify in its bid that he or she is an Aboriginal business or joint venture as defined within the Procurement Strategy for Aboriginal Business. Bidders <b>MUST</b> complete, sign and submit, as part of their technical proposal package Annex "C" attached hereto.

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.

## INSTRUCTIONS TO BIDDERS

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.

4. **Tender Envelope Submissions**

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

**Technical Proposal**

- RFP Number: 20-13-6009
- Project Name: Technical Advisory Services related to Clean Energy and Greenhouse Gas Emissions in Aboriginal and Northern Communities - Standing Offer Agreement – Set-Aside for Aboriginal Businesses
- Closing Date: January 3, 2014
- “*Tender Documents Enclosed*”
- *Bidders Name and Address*

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

**Financial Proposal**

- RFP Number: 20-13-6009
- Project Name: Technical Advisory Services related to Clean Energy and Greenhouse Gas Emissions in Aboriginal and Northern Communities - Standing Offer Agreement – Set-Aside for Aboriginal Businesses
- Closing Date: January 3, 2014
- “*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 Céline Viner by email at [celine.viner@aadnc-aandc.gc.ca](mailto:celine.viner@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 one hundred and twenty (120) 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. Basis of Fees and Cost Quotation

- 14.1 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 indicated in Appendix C "Terms of Payment".
- 14.2 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.
- 14.3 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).

### 15. Federal Contractors Program for Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](http://www.hrsdc.gc.ca) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

### 16. 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.

## INSTRUCTIONS TO BIDDERS

### 17. 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.

### 18. 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.

### 19. 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

### 20. 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 Céline Viner by e-mail at [celine.viner@aadnc-aandc.gc.ca](mailto:celine.viner@aadnc-aandc.gc.ca). Enquiries and other communications are not to be directed to any other government official(s).

### 21. Set-Aside Program for Aboriginal Business

This requirement is set aside for Aboriginal suppliers in accordance with government Procurement Strategy for Aboriginal Business. The Bidder must certify in its bid that he or she is an Aboriginal business or joint venture defined within the Procurement Strategy for Aboriginal Business.

For their bid to be considered compliant, the Bidder must submit at the time of bid closing, the completed and duly signed "Certification Requirement" and "Owner/Employee Certification" forms included herein as Annex "C" of the tender documents.

Bidders may enter into Joint Venture agreements with any firm or individuals of their choice, provided the Joint Venture also meets the requirements of the set-aside program for aboriginal business attached herein.

If you choose to Joint Venture, please indicate the legal name of the company or firm with whom the Department may be able to enter into a Standing Offer Agreement.

### 22. Security Requirements

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Standing Offer Agreement requires a Government of Canada (GoC) Security Screening action at the **Reliability**



### INSTRUCTIONS TO BIDDERS

**Status** level of the Contractor, their employees and sub-contractors to be assigned to conduct project work.

2. Prior to the commencement of the call-up Work, the Contractor and each of its personnel involved in the performance of the call-up Work must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
3. The Contractor and their personnel requiring access to **PROTECTED B** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.
4. The security requirements identified for this Standing Offer Agreement stipulate that the Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization’s premises.
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)
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 Standing Offer Agreement call-up Work who are currently in possession of the required security screening:
  - a. Name of Company, Address and Phone Number;
  - b. Company Security Officer Name and Telephone Number;
  - c. Security Screening or Clearance Certificate Number;
  - d. Level of GoC Security Screening or Clearance;
  - e. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
  - f. Effective Date of Screening or Clearance.

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

<b>CERTIFICATION</b>	
<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 <b>Reliability Status</b> agree to be sponsored by the Department to obtain the required Security Screening prior to providing services under any resulting call-up.</p>	
<p>Name of Duly Authorized Representative (Print)</p> <p>_____</p>	<p>Signature of Duly Authorized Representative</p> <p>_____</p>
<p>Title</p>	<p>Date</p>

Prior to Call-up, for those Contractor resources **not** currently in possession of a valid Government of

## INSTRUCTIONS TO BIDDERS

Canada Security Screening, the Department will require said resources to undergo the Personnel Screening process, sponsored, for the purposes of obtaining a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**. Resources will be required to complete the Personnel Screening Consent and Authorization Form **TBS/SCT 330-23E (Rev. 2002/07)** as viewable on the Canadian International Industrial Security Directorate (CIISD) website, as indicated in the RFP, and submit this information to **AANDC, Security and Occupational Health and safety Division**.

This procedure is in accordance with the Departmental and *Policy 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 of Canada 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 standing offer agreement.

## SELECTION AND EVALUATION CRITERIA

### Technical Evaluation

#### 1. SELECTION AND EVALUATION METHODOLOGY

- 1.1 Four (4) copies of the Bidder’s Technical Proposal and one (1) copy of the Bidder’s Financial Proposal must be delivered to the address on or before the date and time stipulated in the Letter of Invitation. **ELECTRONICALLY TRANSMITTED BIDS WILL NOT BE ACCEPTED.**

All of the information required in the Financial Proposal **MUST** appear in the Bidder’s Financial Proposal **ONLY**. The Bidder’s Financial Proposal **MUST** be submitted in a separate, sealed envelope from the Bidder’s Technical Proposal. The Bidder’s failure to comply with this condition will result in the Bidder’s Proposal being declared non-compliant and being given no further consideration.

- 1.2 Bidders must ensure that their Proposal provides sufficient evidence for DIAND to assess the compliance of the Proposal with the criteria listed in this RFP. It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable the Department to complete its evaluation.
- 1.3 Bidders must include any reference material they wish to be considered for evaluation within their Proposal. Any material or documents outside the Proposal shall not be considered (for example, should the Bidder wish to provide screen shots of its website, etc. for evaluation, copies or printouts of website material must be included within the Proposal). URL links to the Contractor’s website will not be considered by the DIAND Evaluation Committee.
- 1.4 In the case of Proposals submitted as a joint venture, the combination experience of the Parties forming the joint venture will be considered in the evaluation of the experience of the Bidder.
- 1.5 Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a professional work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.
- 1.6 Bidders are advised that the experience is calculated as of the posting date of the RFP. For example, if a given requirement states “The Bidder must have experience, within the last five (5) years”, then the five (5) year period is calculated as of the posting date of the RFP.
- 1.7 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 fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Bidder on the part of the DIAND Bid Evaluation Committee will be taken into consideration.
- 1.8 Proposals will be evaluated as follows:

Each Proposal will be evaluated separately, against the Mandatory Requirements and Point-Rated Criteria. The Selection and Evaluation Process for Proposals consists of the following three (3) stages:

Stage 1	<p>Bidders will be evaluated on Mandatory Requirements <b>M1-M3</b> on a pass/fail basis.</p> <p>The Bidder’s Proposal must meet all Mandatory Requirements for the Bidder’s Proposal to be considered for further evaluation. Failure on the part of the Bidder to meet any one (1) of the Mandatory Requirements will result</p>
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**SELECTION AND EVALUATION CRITERIA**

	in their Proposal being deemed non-compliant, with the Proposal being given no further consideration.
Stage 2	<p>Bidders meeting ALL Mandatory Requirements <b>M1-M3</b> inclusive, will be evaluated on the basis of Point-Rated Criteria <b>R1-R5</b>. Bidders must achieve a minimum percentage score of 75% overall on Point-Rated Criteria <b>R1-R5</b> in order to be considered for further evaluation.</p> <p>Failure on the part of the Bidder to receive a pass mark of 75% overall on Point-Rated Criteria <b>R1-R5</b> will result in their Proposal being deemed non-compliant, with the Proposal being given no further consideration.</p>
Stage 3	<p>Bidders meeting the pass mark (75%) overall for Point-Rated Criteria <b>R1-R5</b> inclusive, will be evaluated on the basis of their Financial Proposal. Bidders must provide the information required within the Financial Proposal Table(s).</p> <p>Failure on the part of the Bidder to provide the information required within the Financial Proposal Table(s) will result in DIAND deeming the Bidder's Proposal to be non-compliant, with the Proposal being given no further consideration by DIAND.</p>

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

*DIAND reserves the right to contact the named client project authorities and/or client project references cited in compliance with Mandatory Requirements, at any stage of the evaluation, for the purpose of verifying the accuracy and veracity of the information provided in the Bidder's Proposal. Should DIAND choose to contact the project authorities and/or client project references, and should one (1) or more named client project authorities provide a negative reference regarding the accuracy of veracity of the Bidder's Proposal, the Proposal will be deemed non-compliant and given no further consideration.*

**2. MANDATORY REQUIREMENTS**

- 2.1 Bidders' Proposals must meet all Mandatory Requirements M1-M3 for the Proposal to be considered for further evaluation. Failure on the part of the Bidder to meet any one (1) of these requirements will result in their Proposal being deemed non-compliant and the Proposal will be given no further consideration.
- 2.2 Bidders must address the following Mandatory Requirements.

**SELECTION AND EVALUATION CRITERIA**

<b>M1 Corporate Profile and Resume</b>	<b>COMPLIANT (YES/NO)</b>	<b>Page #</b>
<p>1.1 The Bidder <b>MUST</b> provide a corporate profile and resume demonstrating the Bidder’s knowledge and experience in the provision of services relevant to, and similar to this work stream as defined in the Statement of Work (SOW). At a minimum, the Bidder <b>MUST</b> include within the corporate profile:</p> <ul style="list-style-type: none"> <li>a. The full legal name of the firm submitting the Proposal (clearly identifying, as applicable, all joint venture, partners or subcontractors);</li> <li>b. Evidence that the Bidder’s firm has been in business for a minimum of five (5) years, by providing the date of incorporation of the firm.</li> </ul> <p><i>Note: If the proposal is being submitted as a joint venture, at least one of the parties must have been in business for a minimum of five years and provide proof.</i></p> <ul style="list-style-type: none"> <li>c. A written description of approximately 1000 words indicating the Bidder’s capabilities as a firm, including; <ul style="list-style-type: none"> <li>i. The extent of the Bidder’s experience in the provision of services similar to those described <b>under section SW5 of the Statement of Work;</b></li> </ul> <p><i>Note: Where the Bidder wishes to use experience obtained by sub-contractors, partners or other firms, the Bidder must enter into a Joint Venture for the purpose of this Request for Proposal. In the case of Proposals submitted as a joint venture, the combination experience of the Parties forming the joint venture will be considered in the evaluation of the experience of the Bidder, and the Bidder should submit a separate Corporate Profile for each firm.</i></p> <ul style="list-style-type: none"> <li>ii. The Bidder’s proposed project management approach;</li> <li>iii. Resource availability and access to back-up resources; and</li> <li>iv. The Bidder’s ability to attend meetings in the National Capital Region at a location designated by the DIAND project Authority on a weekly / biweekly/ monthly basis (when required).</li> </ul> </li> </ul>		

**SELECTION AND EVALUATION CRITERIA**

<b>M2 Proposed Resources</b>	<b>COMPLIANT (YES/NO)</b>	<b>Page #</b>
<p>2.1 The Bidder <b>MUST</b> propose a resource team <b>to perform the work described</b>, composed of the following numbers and Resource Categories:</p> <p><b>2.1.1 TECHNICAL ADVISORY SERVICES</b></p> <ul style="list-style-type: none"> <li>• Senior Technical Advisor (must propose 2 resources);</li> <li>• Intermediate Technical Advisor (must propose 2 resources); and</li> <li>• Junior Technical Advisor (must propose 1 resource).</li> </ul> <p><i>Note 1: Named resources cannot be proposed in more than one (1) Resource Category.</i></p> <p><i>Note 2: If more than the required number of resources is proposed within the Bidder's proposal, only the specified number of resources will be evaluated <b>in the order in which they are first presented in the Bidder's proposal.</b></i></p>		
<p>2.2 The Bidder <b>MUST</b> include detailed CVs for each proposed resource named within its Proposal. CVs <b>MUST</b> include (a-f):</p> <ol style="list-style-type: none"> <li>a) The name of the proposed resource and the Resource Category for which they are being proposed;</li> <li>b) A list of relevant academic and professional qualifications demonstrating that the proposed resource meets the minimum <b>education qualifications</b> for that Resource Category <b>as described in section SW7, 7.2 of the Statement of Work.</b></li> <li>c) A list of chronological work experience (indicated in years/ months) with detailed descriptions of work experience related to <b>SW5 of the Statement of Work AND</b> demonstrating that the proposed resource meets the minimum <b>work experience qualifications</b> for that Resource Category <b>as described in section SW7, 7.2 of the Statement of Work.</b></li> <li>d) Names, titles, and telephone numbers of <b>at least two (2) client references</b> who may be contacted by DIAND to verify the work was carried out by the individual proposed and attest to the individual's provision of quality and complete deliverables;</li> <li>e) Language capabilities and degree of fluency to perform the work described in the Statement of Work in either or both Official Languages (written, oral, and reading comprehension in English and/ or French as applicable);             <ol style="list-style-type: none"> <li>i. <i>At least one (1) resource of the Bidder's team in the Senior Technical Advisor or Intermediate Technical Advisor categories MUST be able to provide services in French and at least one (1) resource of the Bidder's team in these categories MUST be able to provide services in English. The provision of translation services does NOT satisfy this requirement.</i></li> </ol> <p><i>Note: Language levels are not assessed; however, by signing under <u>Official Languages Capacity</u> under CERTIFICATIONS (see Annexes), Bidders are confirming that the proposed resources meet this requirement and are able to provide the service described in the statement of work fluently in French and English.</i></p> </li> <li>f) Level of Security Clearance at the time of Proposal submission.</li> </ol>		

**SELECTION AND EVALUATION CRITERIA**

<b>M3 Project Summaries</b>	<b>COMPLIANT (YES/NO)</b>	<b>Page #</b>
<p>3.1 The Bidder <b>MUST</b> provide three (3) written project summaries describing in detail the Bidder’s experience in successfully providing services relevant to, and similar to <b>SW5 of the Statement of Work</b>.</p> <p><i>Note 1: Only projects completed by <u>the Bidder</u> can be submitted. Where the Bidder wishes to use experience obtained by sub-contractors, partners or other firms, the Bidder must enter into a Joint Venture for the purpose of this Request for Proposal.</i></p> <p><i>Note 2: If more than three (3) project summaries are included within the Bidder's Proposal, the Evaluation Committee will only consider the first three (3) listed, in the order in which they are first presented in the Bidder's Proposal.</i></p> <p>3.2 Within <b>each</b> project summary provided, the Bidder <b>MUST</b> indicate (a-g):</p> <ul style="list-style-type: none"> <li>a) <b>The name of the client organization.</b> <i>Projects MUST NOT include projects where DIAND’s Climate Change Division was the Project Authority. Only one (1) of the three (3) projects summaries cited may have included DIAND as the Project Authority, other than DIAND’s Climate Change Division. At least one (1) of the three (3) project summaries cited MUST describe the provision of these services for a municipal, provincial, or federal Government Client.</i></li> <li>b) <b>A detailed description of the type and scope of services provided.</b></li> <li>c) <b>The dates/ duration of the project.</b> <i>Projects MUST have taken place during the last 5 years.</i></li> <li>d) <b>The dollar value of the project (to the Bidder).</b> <i>At least one (1) of the three (3) project summaries cited MUST have been valued at a minimum of \$30,000.00 (CAD) to the Bidder.</i></li> <li>e) <b>The project management approach and quality assurance methodology utilized.</b></li> <li>f) <b>The role of the Bidder’s proposed resources involved in the project.</b> <i>For each of the three (3) project summaries cited, at least one (1) of the proposed resources under the Senior Resource Category or Intermediate Resource Category MUST have been directly involved in the project.</i></li> <li>g) <b>The name, title, and valid contact information (any of a telephone number, fax number, or e-mail) of a Client Reference within the client organization who possessed oversight or approval authority over the Bidder’s work for the cited project.</b></li> </ul>		

**SELECTION AND EVALUATION CRITERIA**

<b>M3 Project Summaries</b>	<b>COMPLIANT (YES/NO)</b>	<b>Page #</b>
<p>3.3 The Bidder MUST forward each project summary, as submitted within the Bidder’s Proposal, to the project’s Client Reference named under M3.2(g) for completion of the following Reference Form (M3.3). The completed form, duly signed by the Referrer, MUST be submitted as part of the Bidder’s Proposal.</p> <p><i>Note 1: The Bidder must not sign the reference form on behalf of the Referrer.</i></p> <p><i>Note 2: In the event that the Bidder cannot obtain an original signature from the Referrer, a faxed or scanned copy of the Reference Form duly signed by the Referrer and included within the Bidder’s Proposal is acceptable.</i></p> <p><i>Note 3: Proposal who’s any single Reference Form contains “no” responses in any one of the following combinations will be deemed non-compliant and will be given no further consideration:</i></p> <ul style="list-style-type: none"> <li>a) four (4) “no” responses in part 1;</li> <li>b) four (4) or more “no” responses in part 3;</li> <li>c) four (4) or more “no” responses in parts 1 and 3 combined;</li> <li>d) a “no” response in part 4.</li> </ul> <p><i>Note 4: DIAND reserves the right to contact the named Client Reference for the purpose of verifying the accuracy and veracity of the information provided in the Bidder’s Proposal. Should DIAND choose to contact the Client Reference and should one (1) or more named Client References provide a negative reference regarding the accuracy or veracity of the Bidder’s information, the Proposal will be deemed non-compliant and be given no further consideration.</i></p> <p><b>Failure to provide any of the above information with respect to each cited project summary will render the Bidder’s Proposal non-compliant.</b></p>		



**SELECTION AND EVALUATION CRITERIA**

<b>M3.3 REFERENCE FORM</b>	<b>Bidder Name:</b>	
	<b>Project # and Name:</b>	
<b>Name of Firm that worked on and invoiced the Project</b>		
Please respond <b>Yes</b> or <b>No</b> to each of the following:		
<b>1. Did the Bidder meet the following critical factors?</b>		
a. Completed the Project on time:		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
b. Stayed within Budget:		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
c. Met all the project objectives:		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
d. Complied with the terms of the Statement of Work:		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
<b>2. Was the Bidder primarily responsible for...</b>		
a. ...the completion of the Project?		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
b. ...directly managing the Project?		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
<b>3. Did the Bidder provide...</b>		
a. ...personnel on time to begin the project?		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
b. ...qualified personnel?		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
c. ...continuity of assigned personnel for the duration of the project?		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
d. ...quality and complete deliverables?		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
e. ...accurate and relevant services in respect of the scope of the project?		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
<b>4. Would you retain the services of this Bidder again?</b>		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
<b>5. As the "Referrer" providing this reference, I have read the Project Summary attached to this Reference form, and agree with the description of the work conducted by the Bidder for the project.</b>		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
Please complete and sign the following:		

**SELECTION AND EVALUATION CRITERIA**

<b>Client Reference Name:</b>	_____
<b>Title:</b>	_____
<b>Organization Name:</b>	_____
<b>Telephone:</b>	_____
<b>Fax Number:</b>	_____
<b>Email Address:</b>	_____
<b>Signature:</b>	_____
<b>Date:</b>	_____

**3. POINT-RATED CRITERIA**

- 3.1 Only those Proposals meeting ALL of the above Mandatory Requirements (**M1-M3**) will be deemed compliant and will be evaluated by the DIAND Evaluation Committee on the basis of the Point-Rated Criteria.
- 3.2 Bidders **MUST** achieve a minimum percentage score of 75% overall on Point-Rated Criteria **R1-R5** in order to be evaluated on the basis of their Financial Proposal.
- 3.3 Bidders failing to meet the minimum required score on the Point-Rated Criteria will be deemed non-compliant and given no further consideration.
- 3.4 Bidders are required to address the following Point-Rated Criteria.

**3.4.1 TECHNICAL ADVISORY SERVICES**

<b>R1 CORPORATE PROFILE AND RESUME</b>		<i>Up to 24 points</i>
<p>The Bidder’s Corporate Resume will be evaluated based on the Bidder’s description of its capabilities as a firm on the breadth and depth of the Bidder’s experience in the provision of Technical Advisory Services, submitted as evidence of compliance with the Mandatory Requirement M1, 1.1(c).</p>		
<b>1.1</b>	<p>Extent of experience relating to the <b>SW5, 5.1</b> in the following key areas:</p> <ul style="list-style-type: none"> <li>i. Renewable energy technologies;</li> <li>ii. Renewable energy projects, including project planning, development and implementation;</li> <li>iii. Greenhouse gas emissions quantification calculations and reporting;</li> <li>iv. Aboriginal and / or northern communities;</li> <li>v. Off-grid community energy systems;</li> <li>vi. Stakeholder consultation, research, and developing technical reports.</li> </ul>	<p><b>Up to 4 points per key area (i-vi)</b></p> <p><b>Up to 24 points in total</b></p>
<p>The following rating scale will be used to evaluate the Bidder’s experience outlined in <b>factor 1.1</b> with points for demonstrating evidence as follows:</p> <ul style="list-style-type: none"> <li>• 4 points = Demonstrates extensive and relevant experience in this area;</li> <li>• 3 points = Demonstrates significant and relevant experience in this area;</li> </ul>		

**SELECTION AND EVALUATION CRITERIA**

<b>R1 CORPORATE PROFILE AND RESUME</b>	<i>Up to 24 points</i>
<ul style="list-style-type: none"> <li>• 2 points = Demonstrates adequate relevant experience in this area;</li> <li>• 1 point = Demonstrates little relevant experience in this area;</li> <li>• 0 points = Demonstrates no relevant experience in this area.</li> </ul>	

<b>R2 PROPOSED RESOURCES</b>	<i>Up to 88 points</i>
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The CVs of the Bidder’s proposed resource team, as submitted in response to **Mandatory Requirement M2, 2.2** will be evaluated on the breadth and depth of the individuals experience and skills in the provision of Technical Advisory Services as related to SW5 of the Statement of Work. \*Note that each of the proposed resources will be evaluated separately.

<b>2.1</b>	<p>For the <i>Senior and Intermediate Resource Categories</i>, the extent of experience and skills will be evaluated based on the following key areas:</p> <ul style="list-style-type: none"> <li>i. Providing technical analysis and advisory services or managing projects relating to: <ul style="list-style-type: none"> <li>a. Renewable energy projects; AND/ OR</li> <li>b. Greenhouse gas emissions quantification calculations;</li> </ul> </li> <li>ii. Project analysis using <i>RETScreen International Renewable Energy Project Analysis Software</i> or other similar software or calculations;</li> <li>iii. Renewable energy project review and assessment, and/ or renewable energy project cost analysis (such as comparative costing, project cost estimating, and cost projections);</li> <li>iv. Stakeholder consultation and or work related to Aboriginal, northern, and/ or off-grid energy systems;</li> <li>v. Provincial/ territorial power regimes, programs, and incentives.</li> </ul>	<p><b>Up to 4 points per key area (i-v)</b></p> <p><b>Up to 20 points per proposed resource</b></p> <p><b>Up to 40 points per Resource Category</b></p> <p><b>Up to 80 points in total</b></p>
<b>2.2</b>	<p>For the Junior Resource Category, the extent of experience and skills relating to the following key areas:</p> <ul style="list-style-type: none"> <li>i. Renewable energy AND/ OR greenhouse gas emissions quantification calculations;</li> <li>ii. Technical research, analysis, AND/ OR report writing.</li> </ul>	<p><b>Up to 4 points per key area (i-ii)</b></p> <p><b>Up to 8 points per proposed resource</b></p> <p><b>Up to 8 points per Resource Category</b></p> <p><b>Up to 8 points in total</b></p>

The following rating scale will be used to evaluate the resources’ skills and experience outlined in **factor 2.1 and 2.2** with points for demonstrating evidence as follows:

- 4 points = Demonstrates extensive and relevant skills and experience in this area;
- 3 points = Demonstrates significant and relevant skills and experience in this area;
- 2 points = Demonstrates adequate relevant skills and experience in this area;
- 1 point = Demonstrates little relevant skills and experience in this area;
- 0 points = Demonstrates no relevant skills and experience in this area.

**SELECTION AND EVALUATION CRITERIA**

<b>R3 PROJECT SUMMARIES</b>		<i>Up to 78 points</i>
<p><b>Each</b> of the three (3) project summaries submitted in response to <b>Mandatory Requirement M3</b> will be evaluated on the basis of the cited project’s relevance and similarity to <b>SW5</b> of the Statement of Work.</p>		
<b>3.1</b>	<p>The cited project demonstrates the Bidder’s knowledge, understanding, and experience related to the following areas;</p> <ul style="list-style-type: none"> <li>i. Work related to Aboriginal, northern, and/ or off-grid communities;</li> <li>ii. Renewable energy resources and technologies;</li> <li>iii. Renewable energy project stages, costs, and timelines (development, construction, operation);</li> <li>iv. Renewable energy greenhouse gas emissions quantification calculations and reporting;</li> <li>v. Provincial/ territorial power regimes, programs, and incentives.</li> </ul> <p><i>Note: Project summaries will be assessed with respect to all area (i-v) up to a maximum of 4 points per area and up to a maximum of 12 points per each project summary.</i></p>	<p><b>Up to 4 points per area</b></p> <p><b>Up to 12 points per project</b></p> <p><b>Up to 36 points in total</b></p>
<p>The following rating scale will be used to evaluate the Bidder’s knowledge, understanding, and experience outlined in <b>factor 3.1</b> with points for demonstrating evidence as follows:</p> <ul style="list-style-type: none"> <li>• 4 points = Demonstrates extensive knowledge, understanding, and experience in the specified area;</li> <li>• 3 points = Demonstrates significant knowledge, understanding, and experience in the specified area;</li> <li>• 2 points = Demonstrates adequate knowledge, understanding, and experience in the specified area;</li> <li>• 1 point = Demonstrates little knowledge, understanding, and experience in the specified area;</li> <li>• 0 points = Demonstrates no knowledge, understanding, and experience in the specified area;</li> </ul>		
<b>3.2</b>	<p>The scope of the cited project demonstrates breadth and complexity of the Technical Advisory Services provided by the Bidder (such as the integration of multiple energy technologies, size of the project; the length of the project timeline; the dollar value of the project; the number of stakeholders involved; the intended audience of the project deliverable).</p>	<p><b>Up to 5 points per project</b></p> <p><b>Up to 15 points in total</b></p>
<p>The following rating scale will be used to evaluate the breadth and complexity of the technical advisory services provided by the Bidder in the cited project as in outlined in <b>factor 3.2</b> with points for demonstrating evidence as follows:</p> <ul style="list-style-type: none"> <li>• 4-5 points = Demonstrates a very broad scope of work and is highly complex in nature;</li> <li>• 2-3 points = Demonstrates a broad scope of work with some complexity;</li> <li>• 0-1 points = Demonstrates a narrow scope of work that is simple.</li> </ul>		
<b>3.3</b>	<p>The project management approach utilized by the Bidder during the cited project demonstrates a well-established proactive and reactive methodology that ensures quality, reliability, and efficiency in services provided and that successfully counters risks and constraints involved in the work.</p>	<p><b>Up to 5 points per project</b></p> <p><b>Up to 15 points in total</b></p>

**SELECTION AND EVALUATION CRITERIA**

<b>R3 PROJECT SUMMARIES</b>		<i>Up to 78 points</i>
<p>The following rating scale will be used to evaluate the Bidder’s project management approach outlined in <b>factor 3.3</b> with points for demonstrating evidence as follows:</p> <ul style="list-style-type: none"> <li>• 5 points = Demonstrates that the Bidder employed a well-established proactive and reactive project management approach that delivered quality, reliable, and efficient services, and that successfully countered risks and constraints involved in the work.</li> <li>• 3 points = Demonstrates that the Bidder employed a reactive project management approach that delivered quality, reliable, and efficient services.</li> <li>• 1 point = Demonstrates that the Bidder employed a project management approach in the work performed.</li> <li>• 0 points = Does not demonstrate that a project management approach was employed.</li> </ul>		
<b>3.4</b>	<p>The Bidder’s proposed resource(s) in compliance with <b>Mandatory Requirement M3</b> that were directly involved in the cited project.</p> <ul style="list-style-type: none"> <li>i. Senior Technical Advisor (2 points each)</li> <li>ii. Intermediate Technical Advisor (2 points each)</li> </ul>	<p><b>Up to 4 points per project</b></p> <p><b>Up to 12 points total</b></p>

<b>R4 PROJECT MANAGEMENT APPROACH</b>		<i>Up to 80 points</i>
<p>The Bidder’s proposed project management approach, submitted as evidence of compliance with Mandatory Requirement <b>M1</b>, will be evaluated on the basis of sound project and managerial structures with respect to quality assurance, communication and reporting, and human resource management, as detailed below.</p> <p>The following rating scale will be used for this criterion. Points will be awarded for factor 4.1, 4.2, and 4.3 as noted below.</p> <p><b>Excellent – 100%</b></p> <p>The response is complete in that it addresses and provides exceptionally relevant supporting detail for the Criterion factor; therefore, the response is considered to have outstanding merit.</p> <p><b>Good – 85%</b></p> <p>The response is complete in that it clearly addresses and provides some relevant supporting detail for the Criterion factor; therefore, the response is considered to have a good level of merit.</p> <p><b>Satisfactory – 70%</b></p> <p>The response is complete in that it clearly addresses in some detail the Criterion factors while providing some supporting detail; therefore, the response is considered on balance to have satisfactory merit.</p> <p><b>Minimal – 40%</b></p> <p>The response is not complete in that it fails to fully address some of the Criterion factors; it is not clear or is incomplete; therefore, the response is considered to have insufficient merit.</p> <p><b>Poor – 20%</b></p>		

**SELECTION AND EVALUATION CRITERIA**

<b>R4 PROJECT MANAGEMENT APPROACH</b>		<i>Up to 80 points</i>
<p>The response is not complete in that it fails to address all the Criterion factors and only nominally addresses some factors; therefore, the response is considered to have very little merit.</p> <p><b>Not indicated / Unsatisfactory – 0%</b></p> <p>No response was received for this factor or the response does not address any of the factors; therefore, the response cannot be considered to have any merit.</p>		
<b>4.1</b>	<p><b>Quality assurance</b></p> <p>Full points will be awarded for quality assurance methodologies that include:</p> <ul style="list-style-type: none"> <li>• Effective measures to be implemented to maintain and control performance (such as project schedule, project scope, cost, communications with DIAND);</li> <li>• A methodology to achieve and ensure high quality, reliable and effective services and deliverables;</li> <li>• An effective means of identifying and successfully countering risks and constraints anticipated in the work.</li> <li>• Examples of the excellence of the methodology, how it is applied, and the outcome that will result.</li> </ul>	<p><b>Up to 35 points</b></p> <p><b>Excellent = 100%</b>  <b>Good = 85%</b>  <b>Satisfactory = 70%</b>  <b>Minimal = 40%</b>  <b>Poor = 20%</b>  <b>Unsatisfactory = 0%</b></p>
<b>4.2</b>	<p><b>Communication and reporting process</b></p> <p>Full points will be awarded for a reporting process that:</p> <ul style="list-style-type: none"> <li>• Ensures timely, effective, and appropriate communications and relationships with DIAND personnel;</li> <li>• Allows for effective and accurate invoice reconciliation;</li> <li>• Includes a schedule and methods of communication that will establish regular contact with DIAND;</li> <li>• Ensure that DIAND is kept informed of the progress, challenges, and any issues which may arise during the course of any assigned work.</li> <li>• A method for the management of knowledge transfer to DIAND.</li> </ul>	<p><b>Up to 25 points</b></p> <p><b>Excellent = 100%</b>  <b>Good = 85%</b>  <b>Satisfactory = 70%</b>  <b>Minimal = 40%</b>  <b>Poor = 20%</b>  <b>Unsatisfactory = 0%</b></p>

**SELECTION AND EVALUATION CRITERIA**

<b>R4 PROJECT MANAGEMENT APPROACH</b>		<i>Up to 80 points</i>
<b>4.3</b>	<p><b>Human resource management</b></p> <p>Full points will be awarded for an approach that includes:</p> <ul style="list-style-type: none"> <li>• A clear structure and effective management of the Bidder’s proposed resource team;</li> <li>• The extent to which the Bidder’s approach to resource recruitment, training and retention will provide an appropriate level of qualified resources to provide services;</li> <li>• The extent to which the Bidder’s approach to resource deployment and management will ensure the availability of back-up resources to replace deployed resources, should the need arise.</li> </ul>	<p><b>Up to 20 points</b></p> <p><b>Excellent = 100%</b>  <b>Good = 85%</b>  <b>Satisfactory = 70%</b>  <b>Minimal = 40%</b>  <b>Poor = 20%</b>  <b>Unsatisfactory = 0%</b></p>

<b>R5 PROPOSAL QUALITY</b>		<i>Up to 30 points</i>
<p>The quality of the Proposal will be evaluated on its format and clarity and in a manner that facilitates a clear and straightforward evaluation based on the information requested.</p> <p><b>Excellent – 15 points</b> The Proposal addresses the Criterion completely and therefore is considered to have outstanding merit.</p> <p><b>Good – 10 points</b> The Proposal addresses most aspects of the Criterion and is therefore considered to have satisfactory merit.</p> <p><b>Poor – 5 points</b> The Proposal fails to address most aspects of the Criterion and is therefore considered to have little merit.</p> <p><b>Unsatisfactory – 0 points</b> The Proposal does not address any aspects of the Criterion and therefore cannot be considered to have any merit.</p>		
<b>5.1</b>	<p>The Proposal is presented in a format that is well structured and easy to use; its order matches the sequence of the Mandatory and Point-Rated Criteria, and tabs are included between sections.</p>	<b>Up to 15 points</b>
<b>5.2</b>	<p>Sentences and paragraphs in the Proposal are clear and concise and information is presented in a logical manner.</p>	<b>Up to 15 points</b>

**SELECTION AND EVALUATION CRITERIA**

<b>TECHNICAL PASS MARK</b>	<b>Total: / 300</b>
<p>Bidders who achieve a pass mark of 225/ 300 (75%) on the Point-Rated Criteria R1-R5 inclusive, will be evaluated on the basis of their Financial Proposal. Failure on the part of the Bidder to receive a pass mark of 75% overall on Point-Rated Criteria <b>R1-R5</b> will result in their Proposal being deemed non-compliant, with the Proposal being given no further consideration.</p>	
<b>WEIGHTED SCORE</b>	<b>Total: / 70</b>
<p>For the purposes of evaluation, the Bidder’s Technical score will be weighted to a score out of 70 using the following calculation:</p> <p>Bidder’s <b>Technical Score</b> (out of / 300) <b>divided by 300 multiplied by 70</b></p>	

**4. FINANCIAL EVALUATION**

- 4.1 Bidders meeting ALL Mandatory Requirements and achieving at least the required minimum score on the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal.
- 4.2 The Financial Evaluation will be carried out by the Contracting Authority independent of the DIAND Evaluation Committee responsible for rating the Technical Proposal. Financial Proposals will be evaluated based on the methodology detailed below.
- 4.3 All of the information required in this section **MUST** appear in the Bidder’s Financial Proposal **ONLY**. The Bidder’s Financial Proposal **MUST** be submitted in a separate, sealed envelope from the Bidder’s Technical Proposal. The Bidder’s failure to comply with this condition will result in the Bidder’s Proposal being declared non-compliant and being given no further consideration.
- 4.4 Failure on the part of the Bidder to provide the information required within the Financial Proposal Table(s) will result in DIAND deeming the Bidder’s Proposal to be non-compliant, with the Proposal being given no further consideration by DIAND.
- 4.5 For each year of the SOA (including the option years), Bidders **MUST** provide a fixed all-inclusive per diem rate (\$CAD), based on a 7.5 hour day, per Resource Category.
- 4.6 The fixed per diem rates **MUST** be inclusive of all payroll, overhead costs and profits required for the Bidder to complete the work under the SOA (note: the fixed all-inclusive per diem rate is not to be quoted as a range).
- 4.7 The Bidder’s fixed all-inclusive per diem rates shall be exclusive of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) and expenses. Any amounts for taxes will be added at time of Call-up. Any additional travel, living administrative or other expenses, will be added by DIAND at time of Call-up.

Bidders **MUST** indicate the applicable All-inclusive fixed per diem rate for **each Resource Category**:



**SELECTION AND EVALUATION CRITERIA**

<b>PROPOSED RESOURCE CATEGORY</b>	<b>YEAR 1 PER DIEM RATES (CAD\$) Upon SOA award to June 30, 2014 (A)</b>	<b>YEAR 2 PER DIEM RATES (CAD\$) July 1, 2014 to June 30, 2015 (B)</b>	<b>YEAR 3 PER DIEM RATES (CAD\$) July 1, 2015 to June 30, 2016 (C)</b>	<b>OPTION YEAR 1 PER DIEM RATES (CAD\$) July 1, 2016 to June 30, 2017** (D)</b>	<b>OPTION YEAR 2 PER DIEM RATES (CAD\$) July 1, 2017 to June 30, 2018** (E)</b>	<b>AVERAGE PER DIEM RATES F = [(A+B+C+D+E)/5]</b>
Senior Technical Advisor	\$	\$	\$	\$	\$	\$
Intermediate Technical Advisor	\$	\$	\$	\$	\$	\$
Junior Technical Advisor	\$	\$	\$	\$	\$	\$
<b>SUM AVERAGE PER DIEM RATE* (G)</b>						\$ _____
<b>G = ΣF</b>						

\*DIAND will calculate.

\*\*Option year.

4.8 Full points (30/30) will be awarded to the Bidder with the lowest sum average per diem rate (G in the Table). Fewer points will be awarded to all other Bidders based on the percentage differential of their sum average per diem rate from that of the Bidder with the lowest, as follows:

$$\text{Financial Score} = \frac{\text{Lowest SUM AVERAGE PER DIEM RATE (\$)}}{\text{Bidder's SUM AVERAGE PER DIEM RATE}} \times 30 \text{ points}$$

## SELECTION AND EVALUATION CRITERIA

### 5. BASIS OF SELECTION

- 5.1 Only compliant Proposals will be considered.
- 5.2 Only Proposals that have met all Mandatory Requirements, and have met the required pass mark for the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal. All Proposals will be rated on technical acceptability before the price is considered.
- 5.3 Standing Offer Agreements (SOAs) will be awarded on a determination of Best Value taking into account both the technical merit of the Proposals and the Financial Evaluation. To arrive at an overall score achieved by a Bidder, a weighting has been established whereby technical merit will be valued at 70% of the Proposal and price will be valued at 30% of the Proposal. The Bidder(s) will be selected on the basis of the highest responsive combined rating of technical merit and price.
- 5.4 The calculation used to determine the Bidder's Total Score will be:  
Bidder's Weighted Technical Score (out of 70 points) + Bidder's Financial Score (out of 30 points) = Bidder's Total Score (out of 100 points).
- 5.5 DIAND intends to award up to one (1) SOA as a result of this solicitation to the Bidder(s) representing Best Value, as determined in accordance with the Selection and Evaluation Criteria of this RFP. **Best Value will be defined as the highest Total Score.**
- a) In the event that there is **no** SOA awarded for the companion solicitation (reference number 20-13-6010, DIAND intends to award up to three (3) SOAs as a result of this solicitation to the bidders representing best value as determined in accordance with the Selection and Evaluation Criteria of this RFP. Best value will then be defined as the three (3) highest total scores with work being divided 33.3%, 33.3%, and 33.3%.
- 5.6 In the event that more than one (1) Proposal receives the same Total Score, of those Proposals, the Proposal with the lower price will be considered to represent Best Value.
- 5.7 DIAND reserves the right to refuse any and all Proposals received in response to this RFP, without incurring any obligation to any Bidder having responded. DIAND reserves the right to award the SOA(s) to the compliant Bidder(s) that best meet DIAND's requirements, as described above, without incurring any obligation to any other Bidders having responded to this RFP.



## ARTICLES OF AGREEMENT STANDING OFFER AGREEMENT

**Standing Offer Agreement Number** [Contract Number]

**File Number** 1632-11/[Contract Number]

**These Articles of Agreement** are made as of **July 1, 2013, 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] , ON [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 **June 30, 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 **\$0.00**.

**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 \_\_\_\_\_ [Signing Authority Name] , [Signing Authority 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 therefrom.
- 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 are not subject to the payment of any 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**

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.

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.

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]

**APPENDIX "B"****SUPPLEMENTARY CONDITIONS****SC13 SPECIFIC INDIVIDUALS**

- 13.1 It is understood and agreed that the work under this Standing Offer Agreement shall be performed by (to be identified at SOA award).

**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.

**APPENDIX "B"****SUPPLEMENTARY CONDITIONS****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.

- 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 # 20-13-6009

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Standing Offer Agreement requires a Government of Canada (GoC) Security Screening action at the **Reliability Status** level of the Contractor, their employees and sub-contractors to be assigned to conduct project work.
2. Prior to the commencement of the call-up work, the Contractor and each of its personnel involved in the performance of the call-up work must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
3. The Contractor personnel requiring access to **PROTECTED B** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor **MUST NOT** remove any **PROTECTED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this

**APPENDIX "B"****SUPPLEMENTARY CONDITIONS**

restriction.

5. The security requirements identified for this Standing Offer Agreement stipulate that the Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization's premises.
6. Subcontracts which contain security requirements are not to be awarded without the prior written permission of the Department of Aboriginal Affairs and Northern Development Canada (AANDC), Security and Occupational Health and Safety Division.
7. Any substitute or alternate personnel proposed for the call-up Work:
  - a. must be approved by the Departmental Representative; and
  - b. must hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status** before gaining access to designated information or assets.
8. Under the Standing Offer Agreement, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the call-up work with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
9. Any call-up issued against this Standing Offer Agreement only has force or effect for as long as the security screening at the level of **Reliability Status** is in effect. Should the security screening issued prior to the commencement of the call-up work be revoked during the lifetime of the call-up, the call-up shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory Work performed up to the time of termination pursuant to the terms of the Standing Offer Agreement.
10. 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)

**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.

<b>RESOURCE CATEGORY</b>	<b>YEAR 1 PER DIEM RATES (CAD\$) From SOA award to June 30, 2014</b>	<b>YEAR 2 PER DIEM RATES (CAD\$) July 1, 2014 to June 30, 2015</b>	<b>YEAR 3 PER DIEM RATES (CAD\$) July 1, 2015 to June 30, 2016</b>	<b>OPTION YEAR 1 PER DIEM RATES (CAD\$) July 1, 2016 to June 30, 2017</b>	<b>OPTION YEAR 2 PER DIEM RATES (CAD\$) July 1, 2017 to June 30, 2018</b>
Senior Technical Advisor	\$	\$	\$	\$	\$
Intermediate Technical Advisor	\$	\$	\$	\$	\$
Junior Technical Advisor	\$	\$	\$	\$	\$

Maximum Authorized Fees

Fees ..... **\$0.00**

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 ..... **\$0.00**

Maximum Authorized Amount for Fees and Expenses ..... **\$0.00**

Maximum GST/HST Payable..... **\$0.00\***

**Total Maximum Authorized Standing Offer Agreement Value ..... \$0.00\***

*\*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.*

**APPENDIX "C"****TERMS OF PAYMENT**

- 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.
- 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.



**APPENDIX "C"****TERMS OF PAYMENT****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.

**10.2 Invoicing Instructions**

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

To be identified at SOA award  
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**  
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**SW1 TITLE**

- 1.1 Technical Advisory Services related to Renewable Energy and Greenhouse Gas Emissions in Aboriginal and Northern Communities – Standing Offer Agreement (SOA)

**SW2 BACKGROUND****2.1 Renewable Energy and Energy Efficiency**

- 2.1.1 The Department of Indian Affairs and Northern Development (DIAND) is the federal department primarily responsible for meeting the Government of Canada's obligations and commitments to First Nations, Inuit and Métis, and for fulfilling the federal government's constitutional responsibilities in the North. Under this mandate, DIAND is responsible for the planning, design, implementation, and assessment of policies and the delivery of a variety of programs and services to support Aboriginal peoples (First Nations, Inuit and Métis) and Northerners.
- 2.1.2 Climate change refers to any change in climate over time, whether it is the product of natural factors, human activity or both. Environment Canada defines climate change as evidence in increasing average air and ocean temperatures, widespread melting of snow and ice and rising average sea levels. In Canada, we are already seeing rising temperatures, shifting rainfall patterns, and increases in certain types of hazardous weather, such as heat waves. In the Arctic, rising temperatures are thawing permafrost and shrinking the ocean's ice cover. The international scientific community has determined that recent changes in many aspects of global climate have been primarily caused by the build-up of greenhouse gases in the atmosphere, and that human activities are a major source of these gases. In Canada, significant greenhouse gas emissions due to human influences result from burning fossil fuels such as oil, natural gas and coal for the generation of heat and electricity.
- 2.1.3 Aboriginal and northern communities in Canada are particularly susceptible to the impacts of climate change and face many challenges due to factors such as remoteness, limited accessibility, low population density, cold climate, aging infrastructure, and reliance on emissions-intensive and polluting systems for electricity and heating production. Many Aboriginal and northern communities are monitoring and addressing the effects of climate change to increase their resilience and adaptive capacities to the changing climate and are developing and implementing renewable energy projects to reduce their greenhouse gas emissions.
- 2.2 **ecoENERGY for Aboriginal and Northern Communities Program 2011 – 2016 (EANCP)**
- 2.2.1 DIAND's current program on renewable energy (\$20 million over five years) provides funding support to Aboriginal and northern communities across Canada for the development and implementation of renewable energy projects. The main objective of EANCP is to reduce greenhouse gas emissions from the generation of electricity and heat by supporting the planning stages of stand-alone renewable energy projects and for the implementation of renewable energy projects integrated with community buildings. Additional information on the program can be accessed on-line at: <http://www.aadnc-aandc.gc.ca/eng/1100100034258/1100100034259>.

**SW3 OBJECTIVE**

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- 3.1 In order to ensure that DIAND has the timely and specialized expertise required to support the development and implementation of renewable energy projects and reduction of greenhouse gas emissions in Aboriginal and northern communities, DIAND requires the services of contractors capable of providing DIAND with Technical Advisory Services.
- 3.2 The overall objective of a Contractor’s work will be to support program delivery surrounding renewable energy projects and greenhouse gas emissions reduction activities in Aboriginal and northern communities via the provision of:
  - Technical analysis and advice and project proposal review;

**SW4 DEFINITIONS**

- 4.1 The following list of definitions and acronyms is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within the Statement of Work (SOW).

<b>TERM/ACRONYM</b>	<b>DEFINITION</b>
<b>EANCP</b>	ecoENERGY for Aboriginal and Northern Communities Program 2011-2016
<b>Call-Up (Contract)</b>	Under a valid SOA, a document prepared by DIAND and issued by the DIAND Contracting Authority to the Contractor, through which DIAND will acquire the required services. It 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 listed herein. Upon acceptance of the Call-up by the Contractor, the Call-up forms a binding contractual commitment.
<b>Contracting Authority</b>	The Contracting Authority will be the sole authority on behalf of Canada for the administration of the 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. The Contracting Authority for this requirement will be identified upon Award.
<b>Contractor</b>	The qualified supplier selected pursuant to the competitive selection process, eligible to be considered for any resulting Call-ups.
<b>DIAND</b>	Department of Indian Affairs and Northern Development
<b>GHG</b>	Greenhouse gas(es)
<b>Quality Assurance</b>	The planned and systematic activities necessary to provide adequate confidence that the product or service will meet the given project requirements
<b>Isolated Post</b>	An Isolated Post designation may be given to a remote location of service, determined by geographical locality, accessibility, and/or resident population. (Refer to Part II of the Treasury Board’s Isolated Posts and Government Housing Directive (2007) for criteria determining the designation of an area as an Isolated Post at <a href="http://www.njc-cnm.gc.ca/directive/index.php?did=4&amp;lang=eng">http://www.njc-cnm.gc.ca/directive/index.php?did=4&amp;lang=eng</a> .)

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TERM/ACRONYM	DEFINITION
<b>NCR</b>	National Capital Region
<b>Off-grid Community</b>	An off-grid community, as defined by Natural Resources Canada, is a community that is neither connected to the North American electrical grid nor to the piped natural gas network; it is permanent or long-term (5 years or more), and the settlements have at least 10 permanent buildings.
<b>Project Authority</b>	A person, occupying a specific position within DIAND or fulfilling a specific organizational function, who is responsible for administration and management of any Call-ups and monitoring the supplier’s execution of the work under the SOA, as well as acting as a single point of contact on behalf of DIAND.
<b>RETScreen</b>	<p>The <b>RETScreen Clean Energy Project Analysis Software</b> is a unique decision support tool developed with the contribution of numerous experts from government, industry, and academia. The software, provided free-of-charge, can be used worldwide to evaluate the energy production and savings, costs, emission reductions, financial viability and risk for various types of Renewable-energy and Energy-efficient Technologies (RETs). The software (available in multiple languages) also includes product, project, hydrology and climate databases, a detailed user manual, and a case study based college/university-level training course, including an engineering e-textbook.</p> <p>For more information refer to: <a href="http://www.retscreen.net/ang/home.php">http://www.retscreen.net/ang/home.php</a></p>
<b>SOW</b>	Statement of Work
<b>Standing Offer Agreement (SOA)</b>	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 Project Authority.
<b>Technical Advisory Services (TAS)</b>	A consulting service in which a Contractor develops technical findings, conclusions and recommendations related to the field of renewable energy and greenhouse gas emissions that are presented to the client for consideration and decision making.

**SW5 SCOPE OF WORK**

Contractors qualified under the Standing Offer Agreement (SOA) shall support the Climate Change Division with the provision of services in relation to:

**5.1 TECHNICAL ADVISORY SERVICES**

As described in any resultant Call-up(s) issued by DIAND, the Contractor may:

- 5.1.1 Review funding applications and supporting documentation for the development and implementation of renewable energy projects in Canada’s Aboriginal and northern communities; assess and provide technical advice on project merits for all aspects of renewable energy projects including:

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- a) Project need and technology application based on local conditions;
  - b) Previous project work and proposed work activities;
  - c) Proposed stakeholders' roles and responsibilities;
  - d) Project risks and mitigation measures;
  - e) Project planning, development, and implementation;
  - f) Work planning, deliverables, and project budget;
  - g) Technical aspects related to electricity and heating generation;
  - h) Impacts on greenhouse gas emissions (proposed project compared to existing system(s));
  - i) Regulatory and permitting information; and
  - j) Community consultation and energy planning.
- 5.1.2 Perform detailed analysis of the inputs to, and outputs of *RETScreen International Renewable Energy Project Analysis Software*;
- 5.1.3 Greenhouse gas emissions quantification calculations and reporting;
- 5.1.4 Perform cost analysis for renewable energy projects (such as comparative costing, project cost estimating, and cost projections);
- 5.1.5 Perform research and analysis, and provide technical advice on renewable energy resources and proven and emerging renewable energy technologies used in Canada and abroad, in the generation of electricity, heating, and cooling, (including but not limited to hydro, wind power, solar photovoltaic, solar thermal, biomass, geothermal, combined heat and power, and hybrid renewable systems);
- 5.1.6 Perform research and analysis, and provide technical advice on provincial and territorial power regimes, programs, and incentives;
- 5.1.7 Perform research and analysis, and provide technical advice on energy efficient technologies and measures;
- 5.1.8 Consult with internal and/ or external stakeholders to collect data, conduct research, identify technical issues, and provide technical advice on community or regional fuel usage for electricity and heating generation; community or regional greenhouse gas emissions; and renewable energy project opportunities in Aboriginal and northern communities (including off-grid communities that use diesel generation);
- 5.1.9 Develop technical briefing reports and presentations for DIAND staff, DIAND senior management and/ or other stakeholders;
- 5.1.10 Provide technical input on program application templates and instructions;
- 5.1.11 Provide other Technical Advisory Services related to:
- a) Civil, mechanical and electrical engineering designs, plans and specifications;
  - b) Cost estimates adapted to northern climates and logistics for projects in remote areas;
  - c) Cold region structural design and permafrost engineering;

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- d) Climate change vulnerability and impacts, risk assessment and planning, and adaptation measures;
- e) Project development;
- f) Economic development; and
- g) Community infrastructure.

5.1.12 Provide other Technical Advisory Services in areas related to renewable energy and energy efficiency technologies and their implementation in Aboriginal and northern communities, as required.

**SW6 DELIVERABLES**

- 6.1 Deliverables will be specified within each Call-up issued under the terms and conditions of the SOA. However, the Contractor may expect to submit to the Project Authority any combination of the work described herein. The scope of work attached to each Call-up shall identify the particular deliverable(s), tasks, and other relevant areas of consideration that are required to be implemented by the Contractor in the provision of services.
- 6.2 Specific deliverables and service requirements may include, but are not limited to, any combination of the following:
- 6.2.1 Written and verbal advice, analysis and recommendations;
  - 6.2.2 Project proposal review and assessment;
  - 6.2.3 Reports, briefings and presentations;
  - 6.2.4 Program delivery and implementation support;
  - 6.2.5 Management support on key issues;
  - 6.2.6 Tools, standards and protocols; and
  - 6.2.7 Other related deliverables.
- 6.3 The Contractor shall ensure that all reports and document-based deliverables under a Call-up are provided in a format compatible with DIAND's standard desktop processing software, currently, Microsoft Office Suite (Word, Excel, and PowerPoint), and that final drafts of all deliverables be provided in MS Word compatible format and PDF format, at a minimum, unless otherwise specified in the Call-up.

**SW7 CONTRACTOR RESOURCE REQUIREMENTS**

- 7.1 Deployed Resources shall meet or exceed the stated minimum qualifications and required experience, as defined herein, for the Resource Category in which they are to perform the work, as identified in the Call-up and as accepted by the DIAND Project Authority, in order to deliver service to DIAND in accordance with the SOA.
- 7.2 **Resource Categories and Qualifications**
- 7.2.1 The following table defines the minimum qualifications relevant to each Resource Category

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identified as necessary by DIAND for the provision of Technical Advisory Services related to Renewable Energy and Greenhouse Gas Emissions in Aboriginal and Northern Communities:

<b>TECHNICAL ADVISORY SERVICES</b>	
<b>Resource Category</b>	<b>Minimum Resource Qualifications</b>
<b>Senior Technical Advisor</b>	<p>1. Undergraduate Science or Applied Science degree in one of the following fields or in a field closely related to the work described in SW5 – Scope of Work:</p> <ul style="list-style-type: none"> <li>• Architectural Science</li> <li>• Civil Engineering</li> <li>• Environmental Engineering</li> <li>• Environmental Science</li> <li>• Electrical Engineering</li> <li>• Integrated Engineering</li> <li>• Mechanical Engineering</li> </ul> <p><i>Note: For Science or Applied Science fields of study not specifically listed above, it is the Bidder's responsibility to demonstrate how the field of study relates to SW5 – Scope of Work.</i></p> <p>2. Within the last ten (10) years, eight (8) years of formal work experience providing technical analysis and advisory services or managing projects relating to renewable energy <b>and/ or</b> greenhouse gas emissions relevant to work described in SW5 – Scope of Work.</p> <p><i>Note: Tabulation of years of relevant formal work experience must be on the basis of non-overlapping months/ years.</i></p>

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<b>TECHNICAL ADVISORY SERVICES</b>	
<b>Resource Category</b>	<b>Minimum Resource Qualifications</b>
<b>Intermediate Technical Advisor</b>	<p>3. Undergraduate Science or Applied Science degree in one of the following fields or in a field closely related to the work described in SW5 – Scope of Work.</p> <ul style="list-style-type: none"> <li>• Architectural Science</li> <li>• Civil Engineering</li> <li>• Environmental Engineering</li> <li>• Environmental Science</li> <li>• Electrical Engineering</li> <li>• Integrated Engineering</li> <li>• Mechanical Engineering</li> </ul> <p><i>Note: For Science or Applied Science fields of study not specifically listed above, it is the Bidder’s responsibility to demonstrate how the field of study relates to SW5 – Scope of Work.</i></p> <p>4. Within the last ten (10) years, five (5) years of formal work experience providing technical analysis and advisory services or managing projects relating to renewable energy <b>and/or</b> greenhouse gas emissions relevant to work described in SW5 – Scope of Work.</p> <p><i>Note: Tabulation of years of relevant formal work experience must be on the basis of non-overlapping months/ years.</i></p>
<b>Junior Technical Advisor</b>	<p>5. A college diploma in a technical and/ or science-related discipline, such as Environmental Engineering Technology.</p> <p><i>Note: It is the Bidder’s responsibility to demonstrate how the field of study relates to SW5 – Scope of Work.</i></p> <p>6. Within the last five (5) years, two (2) years of formal work experience within the field of renewable energy <b>and/or</b> greenhouse gas emissions relevant to work described in SW5 – Scope of Work.</p> <p><i>Note: Tabulation of years of relevant formal work experience must be on the basis of non-overlapping months/ years.</i></p>

**7.3 Resource Addition**

7.3.1 DIAND reserves the right, at its sole discretion, at any time throughout the duration of the SOA, to perform a refreshment of the SOAs, should DIAND identify, in its exclusive determination, that an additional number of qualified resources are required to be supplied by Contractors qualified to SOAs, based on the volume and/or complexity of DIAND’s requirements.

7.3.2 The opportunity to name additional qualified resources to the SOAs will be distributed by DIAND in writing to all Contractors qualified to an SOA, provided that the Contractor has not been determined by DIAND, at DIAND’s exclusive discretion, to be in non-compliance with any terms and conditions of the Agreement. Qualified Contractors will have the opportunity to submit the



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names and CVs of either, an unspecified number, or a number to be specified by DIAND in the refresh document, of named resources capable of providing service to DIAND on an as-and-when-required basis.

- 7.3.3 DIAND will evaluate the CVs of each of the resources named by the Contractor on the basis of the minimum qualifications and resource requirements outlined in the SOW.
- 7.3.4 The Contractor's rates provided for any additional qualified named resources shall be in accordance with the provisions of the SOA, and shall not exceed the Contractor's all-inclusive firm per diem rate for its resources and respective categories under its SOA. Failure to comply with this condition will result in DIAND's rejection of any qualified named resource named at a higher rate.

**SW8 PERFORMANCE STANDARDS**

- 8.1 In providing Technical Advisory Services to DIAND, the Contractor shall, at a minimum, conform to the following performance standards and quality assurance requirements:
- 8.1.1 **Time Management:** At the issuance of each Call-up, DIAND will establish with the Contractor a schedule of milestones and reporting for the work to be completed on the basis of its congruence with the conditions of the Call-up. The Contractor shall deliver the services by the deadlines established by the DIAND Project Authority, as specified within the Call-up. Every effort will be made by DIAND to provide the Contractor with reasonable deadlines.
- 8.1.2 **Quality Assurance:** The Contractor shall apply a rigorous quality assurance methodology to ensure the quality and completeness of all deliverables submitted and the accuracy and relevancy of all services provided in respect of the scope of the project.
- 8.1.3 **Resource Readiness:** The Contractor shall ensure that all of its resources are available, properly qualified and equipped to perform the work and complete the services defined under any Call-up awarded to the Contractor.
- 8.1.4 **Service Delivery:** The management by the Contractor of service delivery to DIAND in relation to any Call-up shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or federal government regulations, policies and procedures.
- 8.1.5 **Contractor Conduct:** The Contractor shall, at all times, conduct itself and ensure the performance of its personnel in accordance with the terms and conditions of the SOA and any resulting Call-up, and in accordance with the *Code of Conduct for Procurement* ([www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html)).
- 8.2 **Verification**
- DIAND reserves the right to verify the accuracy and completeness of all deliverables, documentation and services rendered by the Contractor. Should any deliverable or service provided not be to the satisfaction of the DIAND Project Authority, as submitted, the Project Authority will have the right to reject it or to require correction by the Contractor before any payment to the Contractor will be authorized by DIAND.
- 8.3 **Non-Compliance**

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- 8.3.1 In the event that the Contractor or any of the Contractor's deployed resources fails to comply with the standards identified herein and the conditions of the Call-up, as identified in the Project Authority's review of the Contractor's work, DIAND reserves the right to terminate the Call-up and award a Call-up to another qualified Contractor in order to complete the work.
- 8.3.2 In the event that services rendered or deliverables submitted by the Contractor are consistently not in compliance with the requirements of a Call-up and the terms and conditions of the SOA, the DIAND Project Authority will document any such non-compliance by the Contractor and provide a copy of any such documentation to the Contractor for review and signature, prior to the filing of this documented Non-Compliance Notice by DIAND against the Contractor's SOA. More than two (2) Non-Compliance Notices against a Contractor's SOA may result in the non-extension of the Contractor's SOA under any exercised option year and/or the refusing of future Call-up awards to the Contractor, at no penalty to DIAND.

**SW9 REPORTING REQUIREMENTS**

- 9.1 Reporting requirements, including timing and format, will be specified within the Call-up, and may include, but are not limited to, any of the following:
- a) Periodic time-sheets;
  - b) Standard invoices in accordance with Departmental procedures and content requirements prescribed by DIAND;
  - c) Financial/costing reports;
  - d) Written progress and/or status reports relating to the delivery of specific services and completion of assigned tasks; and
  - e) Other related reporting.
- 9.2 The Contractor shall provide other ad hoc written or oral status updates upon request from the DIAND Project Authority in relation to any and all Call-up(s) issued to the Contractor.
- 9.3 It is the responsibility of the Contractor to facilitate and maintain regular communication with the DIAND Project Authority. In addition, the Contractor shall immediately notify the Project Authority of any issues, problems, or areas of concern in relation to any work completed under the Call-up as they arise.

**SW10 RISKS AND CONSTRAINTS**

- 10.1 Work conducted under the SOA may require the Contractor and deployed resources to work on site at construction sites. It is therefore the responsibility of the Contractor to consider any and all risks to health, safety, and welfare. DIAND is not responsible to recompense for personal or property injury to the Contractor and deployed resources, while acting in an official capacity, throughout the duration of the SOA.
- 10.2 Work under the SOA may involve travel and work in remote locations. As outlined in the *Isolated Posts and Government Housing Directive* ([www.njc-cnm.gc.ca/directive/index.php?did=4&lang=eng](http://www.njc-cnm.gc.ca/directive/index.php?did=4&lang=eng)), work in these areas may result in changes in climate, cost of living, service provision and accessibility, and

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other unforeseen changes in condition from the Contractor's and deployed resources' initial location of work and residence.

- 10.3 To support the attainment of a comprehensive understanding of the issues associated with established climate change adaptation activities and plans, the work to be undertaken may require the Contractor to access proprietary information during the review process. The Contractor shall therefore maintain the confidentiality of all information, documents, and material, whether in oral, written, or machine readable form furnished by DIAND and shall not communicate such information, documents or materials to any third party without the prior consent of DIAND.
- 10.4 Due to any perceived or real conflict of interest, any Contractor having any association with consultants or contractors involved in other aspects of work for a particular Aboriginal and/or Northern community may not be eligible to review that work under any future Call-up related to the community. DIAND has determined that any such decision will be made on a case-by-case basis.
- 10.5 It is the Contractor's responsibility to notify the DIAND Project Authority immediately in the event that the Contractor believes it is in a position of real or apparent conflict of interest prior to work commencement, and should any interest so arise over the course of a Call-up.

**SW11 CONTRACTOR RESPONSIBILITIES**

In fulfilling the terms and conditions of the resulting SOA, the Contractor shall:

- 11.1 Ensure the Contractor's Project Manager and/or senior level resource attends an initial planning meeting with the DIAND Project Authority to confirm Contractor and Program expectations.
- 11.2 Provide a project charter, including roles of both the Contractor and the Department, a work plan, schedule and confirmation of any previously provided estimates of all costs/prices, prior to the commencement of work on any Call-up.
- 11.3 Be available for meetings at a location decided by the DIAND Project Authority and inquiries relating to the administration of the Contract and for progress and status updates within regular working hours (i.e. Monday to Friday, 08:00 to 17:00 Eastern Time), at a minimum.
- 11.4 Be in possession of all the required software and tools required to complete the work.
- 11.5 Be capable of commencing work within seven (7) calendar days following receipt of a Call-up and be available for the completion of the entire Call-up.
- 11.6 Confirm with the DIAND Project Authority, in writing, the receipt and successful completion of all Call-up requests.
- 11.7 Work in conjunction and close contact with DIAND personnel to ensure that DIAND personnel acquire all appropriate expertise and knowledge transfer from the Contractor.
- 11.8 Complete assigned work according to pre-defined schedules and standards.

**APPENDIX "D"**  
**STATEMENT OF WORK**  
**STANDING OFFER AGREEMENT**

- 11.9 As required, liaise with the DIAND Project Authority and any stakeholders identified by the Project Authority for meetings, project reviews and other related project management activities.

**SW12 GOVERNMENT SUPPORT**

As required for the Contractor's completion of work, DIAND will provide:

- 12.1 The Call-up(s) via e-mail, facsimile or mail, which will contain the instructions for the services required.
- 12.2 Access to DIAND's facilities and/or the Project Authority and/or DIAND personnel for meetings, consultations, and information.
- 12.3 Access to relevant documentation and reference materials to which the Contractor would not otherwise have access.
- 12.4 Review of submissions and the provision of comments/suggested revisions, in a timely manner.
- 12.5 Other assistance and support as deemed appropriate by DIAND.

**SW13 LOCATION OF WORK AND TRAVEL**

- 13.1 Unless on-site work and/or meetings at DIAND premises is required by the specific demands of a Call-up, the Contractor shall conduct work at its own premises, and provide its own equipment, software, and tools necessary for the performance of the tasks outlined in the SOW and any resultant Call-ups, except where protected or sensitive information exists it will be handled on DIAND premises only. Contractors must also abide by Treasury Board Secretariats' *Security and Contracting Management Standard*. Relevant information can be found at <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12332&section=text>.
- 13.2 The primary area of service delivery will be DIAND Headquarters, located in the National Capital Region (NCR). DIAND is not responsible for the Contractor's travel and associated costs between the Contractor's regular business facility and DIAND's facilities in the NCR.
- 13.3 All travel outside of the NCR requested by DIAND related to work under a Call-up must be authorized in advance by the DIAND Project Authority and undertaken in accordance with the Treasury Board Travel Directive. The Contractor will be reimbursed as per the current National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?did=10&lang=eng>).

**SW14 LANGUAGE OF WORK**

- 14.1 As a department of the federal government, DIAND is required under the *Official Languages Act* to provide its services in either Official Language of Canada.
- 14.2 Language requirements will be dictated by the work requirements of individual call-ups.

**APPENDIX "D"**  
**STATEMENT OF WORK**  
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**SW15 GREEN PROCUREMENT AND SERVICES**

15.1 The Contractor shall ensure, where possible, that all materials employed and work methods utilized by both the Contractor and its deployed personnel shall accommodate DIAND's commitment to the Government of Canada's Green Procurement Strategy ([www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)).

**SW16 CONTRACTOR'S PROPOSAL**

16.1 The Contractor's Proposal, dated (to be identified at SOA award), insofar as it is not at variance with anything contained herein, shall apply and form part of this Agreement.

**SW17 CALL-UP ASSIGNMENT AND PROCEDURES**

17.1 Call-ups for the delivery of Technical Advisory Services related to Renewable Energy and Greenhouse Gas Emissions in Aboriginal and Northern Communities will be awarded by DIAND to the Contractor(s) who, in DIAND'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;
- 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.

17.2 For each Call-up, the DIAND Project Authority will provide the Contractor with details of the work activities to be performed, the Resource Categories and number of resources required, the deliverables to be submitted within the scope of the Call-up, and the required completion date(s).

17.3 The Contractor shall provide DIAND with a proposal and project charter based on DIAND's requirements. The proposal should include information regarding the Contractor's availability to do the project, how it proposes to proceed with the required task(s), the named resources proposed to complete the work and the estimated cost. Any proposal is subject to the approval of the Project Authority. Submission of a Call-up proposal does not obligate DIAND to enter into a Call-up with the Contractor.

17.4 The total cost for the services required under the Call-up shall be determined by utilizing the applicable rate(s) established within the SOA.

17.5 Upon agreement, the Contractor will be authorized by the DIAND Project Authority to proceed with the work by issuance of a signed Call-up document. The Contractor shall not commence work until such time.

**APPENDIX "D"**

**STATEMENT OF WORK  
STANDING OFFER AGREEMENT**

- 17.6 Should the Contractor be authorized to provide services under any resulting Call-up, the Contractor shall certify the following prior to accepting the Call-up:
- a) It shall maintain the confidentiality of all information, documents, and material, whether in oral, written, or machine readable form furnished by DIAND and shall not communicate such information, documents or materials to any third party without the prior consent of DIAND; and
  - b) That it does not possess any real or apparent conflict of interest, and should any interest so arise over the course of the Call-up, the Contractor shall declare it immediately to the DIAND Project Authority.
- 17.7 The Contractor shall not in any way change the nature or direction of the work undertaken under any Call-up, or seek clarification of its terms, other than with the express written approval and consent of the DIAND Project Authority.

## **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 EXPENSES 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 EXPENSES INFORMATION**

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

**Cents/km (Taxes Included)**

<i>British Columbia</i>	<i>51.0</i>	<i>New Brunswick</i>	<i>49.5</i>
<i>Alberta</i>	<i>51.5</i>	<i>Prince Edward Island</i>	<i>50.5</i>
<i>Saskatchewan</i>	<i>45.5</i>	<i>Newfoundland</i>	<i>53.0</i>
<i>Manitoba</i>	<i>47.5</i>	<i>Yukon</i>	<i>63.5</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>51.0</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 October 1, 2013 to March 31, 2014:

	<u>All Provinces</u>	<u>Yukon &amp; Alaska</u>	<u>NWT</u>	<u>Nunavut</u>
<i>Breakfast:</i>	\$15.75	\$15.70	\$22.00	\$21.30
<i>Lunch:</i>	\$15.10	\$19.00	\$23.50	\$31.35
<i>Dinner:</i>	\$42.00	\$50.35	\$53.55	\$69.80

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

 Affaires autochtones et Développement du Nord Canada / Aboriginal Affairs and Northern Development Canada

Contract Number / Numéro du contrat  
**20-13-6009**  
Security Classification / Classification de sécurité

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

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

1. Branch / Sector / Directorate / Région / Direction générale / Secteur / Direction / Région  
**NAD / NRE / ERR / NCR**

2. Contract type / Type de contrat  
Non-Competitive / Non-compétitif  Competitive / Compétitif   
Type: **SOA - SEASIDE**

3. Brief Description of Work / Brève description du travail  
**Technical Advisory Services related to Renewable Energy and Greenhouse Gas Emissions**

4. Contract Amount / Montant du contrat: **433,000**

5. Contract Start and End date / Date de début et de fin du contrat: **January 1, 2014 to June 30, 2016**

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

7. Will the supplier require / Le fournisseur aura-t-il: **+ 2 option years.**

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

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

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

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

**PART B - SAFEGUARDING OF INFORMATION / PARTIE B - MESURES DE PROTECTION À L'ÉGARD DE L'INFORMATION**

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

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

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

If yes, specify: / Si oui, spécifiez:

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

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

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

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

\* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télexcopieur sécurisé)

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

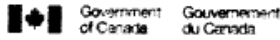
**PART C - PERSONNEL / PARTIE C - PERSONNEL**

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

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

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

## APPENDIX "G" SECURITY REQUIREMENTS CHECKLIST



Contract Number / Numéro du contrat  
20-13 6009  
 Security Classification / Classification de sécurité

PARTIAL AUTHORIZATION - PARTIELLE AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres mouillées) <i>Jesse George</i>		Title - Titre <i>A/Climate Change Coordinator</i>	Signature <i>Jesse George</i>
Telephone No. - N° de téléphone <i>819 994 7425</i>	Facsimile No. - N° de télécopieur <i>819 953 2590</i>	E-mail address - Adresse courriel <i>Jesse.George@adnc-Canada.gc.ca</i>	Date
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres mouillées) <i>Beaulieu, Sylvie</i>		Title - Titre <i>Contracting Security Officer</i>	Signature <i>Sylvie Beaulieu</i>
Telephone No. - N° de téléphone <i>Office: (819) 956-0903</i>	Facsimile No. - N° de télécopieur <i>Fax: (819) 994-8774</i>	E-mail address - Adresse courriel <i>sylvie.beaulieu@ainc-inac.gc.ca</i>	Date <i>Nov 13, 2013</i>
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? <span style="float: right;"> <input type="checkbox"/> No / Non    <input type="checkbox"/> Yes / Oui                 </span>			
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres mouillées) <i>Aline Viner</i>		Title - Titre <i>Senior Proc. Officer</i>	Signature <i>Aline Viner</i>
Telephone No. - N° de téléphone <i>819 994 7304</i>	Facsimile No. - N° de télécopieur <i>819 953 7830</i>	E-mail address - Adresse courriel <i>alvine@adnc-Canada.gc.ca</i>	Date <i>Nov 8, 2013</i>
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres mouillées) <i>Gombault, Josée</i>		Title - Titre <i>Head Personal Security Contractor and Awareness</i>	Signature <i>Josée Gombault</i>
Telephone No. - N° de téléphone <i>Office: (819) 953 2700</i>	Facsimile No. - N° de télécopieur <i>Fax: (819) 994 8774</i>	E-mail address - Adresse courriel <i>josée.gombault@ainc.inac.gc.ca</i>	Date <i>2013-11-12</i>

**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.      Compliance 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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.

\_\_\_\_\_

Signature Date

**6. Official Language Capacity**

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

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

\_\_\_\_\_

Signature Date

**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

**ANNEX "C"****GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT  
THROUGH FEDERAL PROCURMEENT****REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS****Who is eligible?****An Aboriginal business, which can be:**

- a band as defined by the *Indian Act*
- a sole proprietorship
- a limited company
- a co-operative
- a partnership
- a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

**A joint venture** consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

**Are there any other requirements attached to bidders in the Set-Aside Program for Aboriginal Business? – Yes, three:**

- In respect of a contract, (goods, service or construction), on which a bidder is making a proposal which involves subcontracting, the bidder must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. *Value of the work performed* is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the bidder must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- The bidder's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the bidder with information, substantiating its compliance with the Program, and authorize the bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the bidder to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
- As part of its bid, the bidder must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business (certification) stating that it:
  - i) meets the requirements for the Program and will continue to do so throughout the duration of the contract;
  - ii) will, upon request, provide evidence that it meets the eligibility criteria;
  - iii) is willing to be audited regarding the certification; and

**ANNEX "C"****GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT  
THROUGH FEDERAL PROCURMEENT**

- iv) acknowledges that if it is found NOT to meet the eligibility criteria, the bidder shall be subject to one or more of the civil consequences set out in the certification and the contract.

**How must the business prove that it meets the requirements?**

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.

The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback, disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

**What evidence may be required from the business?****Ownership and control**

Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See **Error! Reference source not found.**, Appendix "A" for a list of the factors which may be considered by Canada.)

**Employment and employees**

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed *Owner/Employee Certification* form for each full-time employee who is Aboriginal. (See **Error! Reference source not found.**, Appendix "B")

**Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees** may include payroll records, written offers for employment, and remittance and payroll information maintained for Revenue Canada purposes as well as information related to pension and other benefit plans.

**A full-time employee**, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and work at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ration of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.

Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The *Owner/Employee Certification* to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

## ANNEX "C"

### GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT THROUGH FEDERAL PROCURMEENT

#### Subcontracts

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

**Evidence that a subcontractor is an Aboriginal business** (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

#### **DEFINITION OF AN ABORIGINAL PERSON FOR PURPOSES OF THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS**

*An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.*

Evidence of being an Aboriginal person will consist of such proof as:

- Indian registration in Canada;
- membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
- acceptance as an Aboriginal person by an established Aboriginal community in Canada;
- enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement, or membership or entitlement to membership in a group with an accepted comprehensive claim.

**Evidence of being resident in Canada** includes a provincial or territorial driver's licence, a lease or other appropriate document.

**ANNEX "C"**

**GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT  
THROUGH FEDERAL PROCURMEENT**

**CERTIFICATION REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS**

A bidder who submits, under this program, a bid or proposal in response to a solicitation must complete and submit this certification. Failure to submit this certification will result in the proposal's being found non-compliant.

1. i) I, \_\_\_\_\_ (Name of duly authorized representative of business) hereby certify that  
  
\_\_\_\_\_ (Name of business) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in the attached document entitled "Requirements for the Set-Aside Program for Aboriginal Business", which document I have read and understand.
- ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Aboriginal Business."
- iii) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.

**PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW**

2.  The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization,  

OR

 The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business.
3. The Aboriginal business or businesses have:  
 fewer than six full-time employees  

OR

 six or more full-time employees
4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.
5. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the aforementioned business.

**ANNEX "C"**

**GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT  
THROUGH FEDERAL PROCURMEENT**

<hr/>	<hr/>
Date	Signature
<hr/>	<hr/>
Place	Title (Duly authorized representative of business)
	For:
	<hr/>
	Name of Business

**ANNEX "C"****GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT  
THROUGH FEDERAL PROCURMEENT****The Set-Aside Program for Aboriginal Business**

Factors that may be considered in determining whether Aboriginal persons have at least 51 % ownership and control of an Aboriginal business include:

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options
- Dividend policy and payments
- Existence of stock options to employees
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures, Community organizations, Cooperatives, etc.
- Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure
- Concentration of ownership or managerial control in partners, stockholders, officers, trustees and directors based definition of duties
- Principal occupations and employer of the officers and directors to determine who they represent, i.e. barber, vested ownerships
- Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction
- Executive and employee compensation records for indication of level of efforts associated with position
- Nature of the business in comparison with the type of contract being negotiated
- Cash management practices, i.e., payment of dividends - preferred dividends in arrears
- Tax returns to identify ownership and business history
- Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non cash capital contributions
- Contracts with owners, officers and employees to be fair and reasonable
- Stockholder authority, i.e., appointments of officers, directors, auditors
- Trust agreements made between parties to influence ownership and control decisions
- Partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios
- Litigation proceedings over ownership
- Transfer pricing from non-Aboriginal joint venture
- Payment of management or administrative fees
- Guarantees made by the Aboriginal business
- Collateral agreements



**ANNEX "C"**

**GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT  
THROUGH FEDERAL PROCURMEENT**

**OWNER/EMPLOYEE CERTIFICATION FORM  
SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS**

1. I \_\_\_\_\_, am an  
Name

owner and/or full-time employee of \_\_\_\_\_,  
Name of business

and an Aboriginal person, as described in the document "Requirements for the Set-Aside Program for  
Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon the request of Canada.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Place