



November 27th, 2013

20-13-6007

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:

Private Investigative Services

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 Requirements" and "Owner/Employee Certification" forms included herein as part of the tender documents.

The proposal shall be in accordance with the requirements of the attached Instructions to Bidders, Mandatory Requirements, Proposal Evaluation Criteria, Assigned Weights and Selection Methodology, Articles of Agreement, General Conditions, Supplementary Conditions, Terms of Payment, Statement of Work, Federal Contractor's Program for Employment Equity, and the Government Support for Aboriginal Economic Development through Federal Procurement.

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 English.

The price(s) quoted in the financial proposal are to be expressed as a fixed per hourly 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 hourly rate(s) must include all payroll, overhead costs and profits required to complete the Work.

The invited bidders shall not introduce in their proposal cost elements which are not requested in this 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 (TPS) Program, the Harmonized Sales Tax (HST) Program and/or the Quebec Sales Tax (QST) Program, and, if so, shall set out the registration number(s).
- b) If the bidder is so registered, the proposal shall make separate reference to any amounts to be charged on account of the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and/or the Quebec Sales Tax (QST).

Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) shall be delivered to the following address, on or before **15:00 hrs, Eastern Daylight Time (EDT), January 7th, 2014:**

LETTER OF INVITATION

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 7 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 Standing Offers (RFSO), from the issue date of the solicitation up to the closing date and time, are to be directed only to Christian Martineau by facsimile at 819-953-7721, or by e-mail at Christian.Martineau@AANDC-AADNC.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

Yours sincerely,

Christian Martineau
Senior Procurement Officer
Department of Indian Affairs and Northern Development
10 Wellington, Room 1302
Gatineau, QC K1A 0H4

Attach.

INSTRUCTIONS TO BIDDERS

1. This Request for Standing Offer (RFSO) package consists of the components described below:

RFSO PACKAGE CONTENTS	
COMPONENT	DESCRIPTION
<u>Selection and Evaluation Criteria</u>	Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.
Articles of Agreement	This material is provided for your information only. It details the specific Standing Offer Agreement 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.
Appendix A : General Conditions	
Appendix B : Supplementary Conditions	
Appendix C : Terms of Payment	
Appendix D : Statement of Work	
Appendix E : Insurance Conditions	
Annex A : Certificate of Independent Bid Determination	Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".
Annex B : Government Support for Aboriginal Economic Development Through Federal Procurement	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 Requirements" and "Owner/Employee Certification" forms included herein as part of the tender documents.
Annex C : Federal Contractor's Program For Employment Equity	Contractors, who due to the size or nature of their organization must meet the terms of the program, shall submit with their proposals a copy of the signed Certificate of Commitment (attached as Annex "C" to this RFSO package) or a Certificate Number.
Annex D : Certification of Official Language for the Quebec Region	
Annex E : Security Requirement Checklist	

INSTRUCTIONS TO BIDDERS

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 Standing Offers (RFSO). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable DIAND to complete its evaluation.
3. **Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) must be delivered on or before the date and time stipulated in the Letter of Invitation.** Electronically transmitted bids will not be accepted.

4. **Tender Envelope Submissions**

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

Technical Proposal

- RFP Number: 20-13-6007
- Project Name: Private Investigative Services
- Closing Date: January 7th, 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: 20-13-6007
- Project Name: Private Investigative Services
- Closing Date: January 7th, 2014
- “*Tender Documents Enclosed*”

- *Bidders Name and Address*

5. **Bidder’s GST/HST/QST Registration Number**

Bidders registered in the Federal Goods and Services Tax Program, the Quebec Service 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 Christian Martineau by fax at 819- or by email at Christian.Martineau@AANDC-AADNC.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 Departments 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 ninety (90) 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.
- 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*.

INSTRUCTIONS TO BIDDERS

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

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

14. Cost Limitations

14.1 **Request for Proposal Stage:** Bidders who are currently under Standing Offer Agreements, Supply Arrangements or Service Contracts with other programs within DIAND for the provision of services similar to those set out in the RFSO shall not offer in this proposal call rates that exceed those rates established in their current contractual agreements. Bidders may, however, introduce new rates for those time periods that are not currently covered by existing Standing Offer Agreements, Supply Arrangements or Service Contracts.

14.2 **Upon Award:** It is understood and agreed, that the Bidder/Contractor has not/shall not, for the purpose of this agreement, introduce time rates that exceed those rates which have been established under any other Standing Offer Agreements, Supply Arrangements or Service Contracts currently in force between the Bidder/Contractor and other programs within DIAND for the provision of similar services over the same time periods as those set out in this Standing Offer Agreement.

15. 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 as 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 Requirements" and "Owner/Employee Certification" forms included herein as **Annex "B"** 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.

16. Basis of Fees and Cost Quotation

16.1 The price(s) quoted in the financial proposal must be expressed in terms of fixed hourly 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.

16.2 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.

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

16.4 Bidders are requested not to include amounts for travel expenses in their proposals as such amounts for these expenses will be added to the Terms of Payment by the Department upon award of the Standing Offer Agreement(s).

INSTRUCTIONS TO BIDDERS

17. Federal Contractors Program for Employment Equity

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list

(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [HRSDC-Labour's website](#).

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

18. Option to Extend Standing Offer Agreement

18.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by three (3) additional one (1) year periods under the same terms and conditions.

18.2 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.

18.3 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.

19. Standing Offer Agreement Award

The Department intends to award up to five (5) Standing Offer Agreements as a result of this proposal call.

20. Bidder Notification

Bidders will be notified on the Government Electronic Tendering Service (GETS) of the successful Contractor(s) name and address, once the Department has completed the evaluation of all valid bids received.

21. Debriefing

A debriefing will be provided, on request, only following DIAND's posting to the Government Electronic Tendering Service (GETS), of the awards notification, listing the names of the successful Bidder(s) to this Request for Proposal(s) process. Should a Bidder desire a debriefing, they should contact the person identified in the Request for Proposals, Letter of Invitation. The debriefing will include an outline of the reasons the Bidder's submission was not successful, making reference to the Request for Standing Offer evaluation criteria. The confidentiality of information relating to other submissions will be protected.

22. Intellectual Property

The Department of Indian Affairs and Northern Development has determined that there is no Intellectual Property arising from the performance of the Work under the Standing Offer Agreement.

INSTRUCTIONS TO BIDDERS

23. 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

24. Communications during Request for Standing Offer Tendering Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Standing Offers (RFSO), from the issue date of the solicitation up to the closing date and time, are to be directed only to Christian Martineau by e-mail at Christian.Martineau@AANDC-AADNC.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

SELECTION AND EVALUATION CRITERIA

A. Technical Evaluation

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

A.1 Mandatory Requirements:

DIAND will first evaluate all proposals on the basis of the Mandatory Requirements. Bidders will be evaluated on a meet/does not meet basis. 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 in the Proposal being deemed non-compliant, and no further consideration will be given thereto.

A.2 Point-Rated Criteria:

Proposals meeting all Mandatory Requirements will be evaluated and point-rated against the Point-Rated Criteria, using the evaluation factors and weighting indicators specified for each criterion. The Bidder's Proposal **MUST** meet or exceed the minimum score/ pass mark of 60% on the Point-rated Criteria in order to be evaluated on the basis of the Bidder's Financial Proposal. Proposals failing to meet the minimum score will be deemed non-compliant, and no further consideration will be given thereto.

B Financial Evaluation:

Proposals meeting or exceeding the minimum score on the Point-rated Criteria will be evaluated on the basis of the Bidder's Financial Proposal.

Within the steps identified above, **each Proposal will be evaluated separately**, against the Mandatory Requirements Point-Rated Criteria and Financial Component.

The Selection and Evaluation Process for Proposals consists of the following three (3) stages:

Stage 1 - Bidders will be evaluated on Mandatory Requirements M1-M6.

Stage 2 - Bidders meeting ALL of M1-M6 will be evaluated on the basis of Point-Rated Criteria R1-R5.

Stage 3 - Bidders meeting the overall minimum required pass mark of 60% on Point-Rated Criteria R1-R5 will be evaluated on the basis of their Financial Proposal (R6).

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



PROPOSAL FORMAT

Bidders are advised that they must address all criteria presented in the RFSO, and that they must do so completely and clearly. For example, if the RFSO states that experience is evaluated in years, then the burden is on the Bidder to clearly demonstrate that this is met by providing exact dates. Unclear or ambiguous proposals will not be rated favourably.

Criterion	Description	Met/Not Met
M1	Curriculum vitae for each of the resource(s) proposed by the Bidder must be provided with the proposal.	
M2	Each proposed resource must have at least two (2) years of work experience related to private investigations..	
M3	Each of the resource(s) proposed by the Bidder must include two (2) client references, correct and up-to-date, that attest to their private investigation experience within the last four years. The additional references will be assessed per Rated Evaluation Criteria R-2.	
M4	The resource(s) proposed by the Bidder must have experience with standard private investigator procedures must include five examples of projects. Ex. of project: locating people, interviewing, obtaining documents, etc.	
M5	The Bidder must propose a resource(s) who will deliver the private investigation services in one or more of the following regions: <ul style="list-style-type: none"> - British Columbia and the north (including Northwest Territories, Yukon and Nunavut); - Alberta and the north (including Northwest Territories, Yukon and Nunavut); - Saskatchewan; - Manitoba; - Ontario and the Maritime Provinces (Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador); - Quebec 	

Mandatory Requirement for Quebec Region

Criteria	Description	Met/Not Met
M6	The Bidder must confirm that the proposed resource(s) who will be assigned work in the province of Quebec are able to communicate in French and English (reading, oral and in writing). (A signed certificate stating that they are bilingual will be acceptable - see Annex D)	



RATED REQUIREMENTS

Proposals meeting all the Mandatory Requirements will be evaluated on the basis of the Point-Rated criteria, using the evaluation factors. The Bidder will address each of the following rated criteria and must achieve an overall pass mark of 60% of the maximum possible score to be deemed compliant and will then be evaluated on the basis of the Bidder's Financial Proposal.

Criterion / Description		Max. Points	Definition of Rating Level	DIAND-RIAS /Resolution Sector Score and Comments
R-1	The resource(s) proposed by the Bidder demonstrates that he/she has experience, related to private investigations or related field (examples: police work, investigations in another capacity).	30	5 points per year up to a maximum of 6 years in addition to the 2 years required under the M2	
R-2	The resource(s) proposed by the Bidder provides positive client references, related to private investigations, that can attest to their private investigation experience.	15	3 points per client reference up to a maximum of 15 points. Per M3 at least 2 of these references must be for services provided within the last 4 years	
R-3	The resource(s) proposed by the Bidder demonstrates that he/she has experience in dealing with people accused of, or convicted of, physical and/or sexual abuse.	5	1 point per year up to a maximum of 5 years Note that one year constitutes of a minimum of 190 days of private investigator work and can be in the same time period as R-4	
R-4	The proposal demonstrates that the resource(s) proposed by the Bidder has experience locating and contacting people in any setting which requires the elicitation of information and verification of this information.	10	2 points per year up to maximum of 5 years Note that one year constitutes of a minimum of 190 days of locating and contacting people and can be in the same time period as R-3	
R-5	The resource(s) proposed by the Bidder demonstrates he/she has experience working with and /or knowledge of Canadian Aboriginal Peoples. Knowledge can be obtained through work experience, education and projects as clearly described and detailed in the c.v..	10	1 point per year up to a maximum of 5 years for experience And up to 5 points for knowledge	
	Total Points	70		
	Pass Mark of 60%	42		



FINANCIAL PROPOSAL - PROFESSIONAL FEES

The selected Contractor shall be paid an hourly rate in Canadian dollars, GST/HST extra (if applicable) for Investigative Services. PST is not payable

Using the applicable Table provided below, Bidders are required to provide a firm hourly rate for the resource category of Investigators. Individuals MUST complete Table 1 and Firms MUST complete Table 2 (below).

All named Resources will be evaluated separately. Bidders that are Firms and Bidders that are Individuals will be evaluated separately.

The quoted hourly rates (to be specified within the table(s) below) are all-inclusive operational expenses and profit, and exclusive of applicable tax.

All Contractor expenses normally incurred in providing the services are to be included within the quoted rates below, and will not be permitted as direct expenses under the Contractor.

Direct expenses related to a specific Investigation task will be reimbursed at actual cost with no allowance for Contractor overhead, mark-up or profit, upon acceptance and prior authorization of these direct expenses by the Department Project Authority.

Table 1 - Individual Bidders

Resource Category	Hourly Rate (CDN\$) Upon Award to March 31, 2015	Hourly Rate (CDN\$) April 1, 2015 to March 31, 2016 Option Year 1	Hourly Rate (CDN\$) April 1, 2016 to March 31, 2017 Option Year 2	Hourly Rate (CDN\$) April 1, 2017 to March 31, 2018 Option Year 3
Investigator	\$	\$	\$	\$

Table 2 - Firm Bidders*

Resource Category	Hourly Rate (CDN\$) Upon Award to March 31, 2015	Hourly Rate (CDN\$) April 1, 2015 to March 31, 2016 Option Year 1	Hourly Rate (CDN\$) April 1, 2016 to March 31, 2017 Option Year 2	Hourly Rate (CDN\$) April 1, 2017 to March 31, 2018 Option Year 3
Investigator	\$	\$	\$	\$

Firms may add more rows to Table 2, as required.



PRICE COMPETITIVENESS

The Financial Component of the proposal will be evaluated based on the hourly rates (standing offer period + option years) of the proposed resource, and points will be calculated in the following manner:

Lowest bid per region multiplied by evaluation points divided by bidder’s bid per region = points awarded.

Example a)	\$50	\$50 x	30 divided by	50 =	30
Example b)	\$60	\$50 x	30 divided by	60 =	25
Example c)	\$70	\$50 x	30 divided by	70 =	21.4

SELECTION METHODOLOGY

DIAND- intends to award up to five (5) standing offer arrangements in order to cover the requirement in its entirety. Bidder’s must indicate in their proposal for which region(s) they are submitting a bid(s).
 *A region means an area such as a province, a group of provinces, or several territories or provinces (in areas of lower population).

BASIS OF SELECTION

Only compliant Proposals will be considered.

Only Proposals that have met all Mandatory Requirements, and have achieved or exceeded a pass mark of 60% minimum overall the Point Rated Criteria R-1 - R-5 (for a minimum of 42/70 overall on the Point-Rated Criteria) will be considered. All Proposals will be rated on technical acceptability before the Financial Proposal is considered.

The calculation used to determine the Bidder’s Total score will be:

(Bidder’s Technical Score) + (Bidder’s Financial Score) = Bidder’s Total Score.

DIAND intends to award up to five (5) Standing Offer Arrangements as a result of this solicitation to the Bidder(s) representing Best Value, as determined in accordance with the Selection and Evaluation Criteria of the RFP. Of those standing offers awarded there will be up to a maximum of three (3) from Firm Bidders and up to a maximum of two (2) from Individual Bidders. Wherein there are insufficient successful Firm Bidders or Individual Bidders to meet the maximum in their respective categories, DIAND will select Bidders from the other category to award up to an overall maximum of five (5) standing offers.

Best Value shall be defined as the highest Total Score.

In the event that more than one (1) Proposal receives the same total Score, the Proposal with the lower price will be considered to represent Best Value.

DIAND- reserves the right to refuse any and all Proposals received in response to this RFSO, without incurring any obligation to any Bidder having responded. DIAND reserves the right to award standing offers to the compliant Bidders that best meet DIAND requirements, as described above, without incurring any obligation to any other Bidders having responded to this RFSO.



ARTICLES OF AGREEMENT STANDING OFFER AGREEMENT

Standing Offer Agreement Number 20-13-6007

File Number 1632-11/20-13-6007

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

and

To be identified upon standing offer award

[Street Address]

[City], QC [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 "Insurance Conditions" referred to herein as the Insurance Conditions.

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.

A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

2.1 The Contractor shall, between the date of these Articles of Agreement and **March 31st, 2015**, 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.

**ARTICLES OF AGREEMENT
STANDING OFFER AGREEMENT**

A5 DEPARTMENTAL REPRESENTATIVE

- 5.1 For the purpose of the Standing Offer Agreement, the Minister hereby designates **To be identified upon standing offer award**, 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.

APPENDIX "A"
GENERAL CONDITIONS

GC1 INTERPRETATION

- 1.1 In the Standing Offer,
- 1.1.1 "Standing Offer" means the Standing Offer 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 Standing Offer;
 - 1.1.4 "work", unless otherwise expressed in the Standing Offer, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Standing Offer Agreement;
 - 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 Standing Offer Agreement;
 - 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 Standing offer shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, and successors.

GC3 TIME OF THE ESSENCE

- 3.1 Time is of the essence of the Standing Offer Agreement.
- 3.2 Any delay by the Contractor in performing the Contractor's obligations under the Standing Offer Agreement 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.
- 3.4 Unless the Contractor complies with the notice requirements set forth in the Standing Offer Agreement, 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.

APPENDIX "A"
GENERAL CONDITIONS

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 Standing Offer Agreement, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Standing Offer Agreement.
- 4.3 The Contractor's liability to indemnify or reimburse Her Majesty under the Standing Offer Agreement shall not affect or prejudice Her Majesty from exercising any other rights under law.

GC5 NOTICES

- 5.1 Where in the Standing Offer Agreement 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 Standing Offer Agreement, 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 Standing Offer Agreement 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 Standing Offer Agreement 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.
- 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 Standing Offer Agreement, exceeds the Standing Offer Agreement 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.

APPENDIX "A"**GENERAL CONDITIONS****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 Standing Offer Agreement 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 Standing Offer Agreement. 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 Standing Offer Agreement 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 Standing Offer Agreement, exceeds the Standing Offer Agreement 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.

GC8 ACCOUNTS AND AUDITS

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

APPENDIX "A"
GENERAL CONDITIONS

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 Standing Offer Agreement, the Contractor shall declare it immediately to the Departmental Representative.

GC10 CONTRACTOR STATUS

10.1 This is a Standing Offer Agreement for the performance of a service and the Contractor is engaged under the Standing Offer Agreement 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 Standing Offer Agreement 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 Standing Offer Agreement 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 Standing Offer Agreement 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 Standing Offer Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Standing Offer Agreement and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Standing Offer Agreement.

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 Standing Offer Agreement.
- 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 Standing Offer Agreement and shall remain the property of Canada or the third party, as the case may be. Unless the Standing Offer Agreement 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 Standing Offer Agreement 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 Standing Offer Agreement to release or disclose, Canada shall not release or disclose any information delivered to Canada under the Standing Offer Agreement that is proprietary to the Contractor or a Subcontractor including personal and third party information.

SC2 SALES TAX

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

SC3 IDENTIFICATION/ACCESS CARD

- 3.1 A Contractor who has been issued a departmental Identification/Access Card must return it to the appropriate Security Section upon termination or completion of the Standing Offer Agreement 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 Canadian languages, must also do so in both official Canadian 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 Standing Offer Agreement with Her Majesty pursuant to Section 750 of the Criminal Code of the Canada.

SC7 GENDER-BASED ANALYSIS

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

SC8 CERTIFICATION - CONTINGENCY FEES

- 8.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Standing Offer Agreement 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 Standing Offer Agreement shall be subject to the Accounts and Audit provisions of the Standing Offer Agreement.
- 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 Standing Offer Agreement or recover from the Contractor by way of reduction to the Standing Offer Agreement 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 Standing Offer Agreement 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 Standing Offer Agreement:
- 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 Standing Offer Agreement 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 there is no Intellectual Property arising from the performance of the Work under the Standing Offer Agreement.

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

- 12.1 The Contractor's GST/HST/QST number is TBD

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC13 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE**

- 13.1 **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.

- 13.2 **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.

SC14 INSURANCE REQUIREMENTS

- 14.1 In providing the required services, the Contractor will be responsible to ensure that he or she manages and has the relevant financial protection against the risks to which they may be exposed in the provision of the services.
- 14.2 The Contractor shall obtain and maintain in force during the term of the "Call-up Against a Standing Offer Agreement" period, insurance coverage in accordance with the requirements specified in Appendix "E", Insurance Conditions.
- 14.3 The provisions of the Insurance Coverage Requirements as detailed in Appendix "E", Insurance Conditions are not intended to cover all of the Contractor's Indemnification obligations as detailed in the General Conditions of the Standing Offer Agreement. Any additional risk management measures or additional insurance coverages the Contractor may deem necessary to fulfill its Indemnification obligations shall be at its own discretion and expense.
- 14.4 Within five (5) calendar days following acceptance of a "Call-up Against a Standing Offer Agreement, the Contractor shall, unless otherwise directed by the Departmental Representative, deposit with the Departmental Representative, the Insurer's Certificate of Insurance, as provided in Appendix "E", Insurance Conditions, and, if so requested by the Departmental Representative, the originals or certified true copies of all Standing Offer Agreements of insurance maintained by the Contractor pursuant to the Insurance coverage requirements specified in Appendix "E", Insurance Conditions.
- 14.5 Failure to provide the signed Insurer's Certificate of Insurance within the specified time-line and, if requested, originals or certified true copies of all Standing Offer Agreements of insurance maintained by the Contractor pursuant to the Insurance coverage requirements specified in Appendix "E", Insurance Conditions will result in the immediate cancellation of the Call-up Against the Standing Offer Agreement..
- 14.6 All costs related to the acquisition and retention of the above mentioned insurance will be borne by the Contractor.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC15 OPTION TO EXTEND STANDING OFFER AGREEMENT**

- 15.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by three (3) additional one (1) year periods under the same terms and conditions.
- 15.2 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.
- 15.3 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.

SC16 COST LIMITATIONS

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

SC17 SECURITY REQUIREMENT CLAUSES

The Contractor/Offeror must, at all times during the performance of the Standing Offer, hold a valid **Designated Organization Screening (DOS)** with approved **Document Safeguarding** at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B** (including an **IT Link at the level of B**).
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide, attached at Annex "E";
 - (b) Industrial Security Manual (Latest Edition)

APPENDIX "C"
TERMS OF PAYMENT

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

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

Maximum Authorized Fees

\$0.00/hour to a maximum of 0 hours **\$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

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 payrolls, 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 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.

TP5 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%.

TP6 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.

TP7 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.

TP8 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST)/QUEBEC SALES TAX (QST) REGISTRANTS AND NON-REGISTRANTS

8.1 **GST, QST or HST Registrants:** Any amount levied against Her Majesty in respect of the federal Goods and Services Tax (GST), Quebec Service Tax (QST) or Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST, QST 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, QST or HST to the Canada Customs and Revenue Agency.

or,

APPENDIX "C"**TERMS OF PAYMENT**

- 8.2 **Non GST, QST or HST Registrants:** Any amount to be levied by a non-GST, non-QST or HST Registrant against Her Majesty in respect of the federal Goods and Services Tax (GST), Quebec Sales Tax (QST) 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, QST or HST levy and the amounts for the work done shall be paid directly from the departmental appropriation to the Contractor.

TP9 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS**9.1 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.

9.2 Invoicing Instructions

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

To be identified upon Standing Offer Agreement award

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

- 9.2.2 Pursuant to paragraph 221 (1) (d) of the *Income Tax Act*, payments made by departments and agencies under applicable service Standing Offer Agreements 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), Quebec Sales Tax (QST), Harmonized Sales Tax (HST) number;
- d) for corporations, the BN, or if this is not available, the GST/QST/HST number. If there is no BN or GST/QST/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

SW1 REQUIREMENT

The Department of Indian Affairs and Northern Development Canada – Resolution and Individual Affairs Sector (DIAND-RIAS) requires the services of Private Investigators to locate alleged perpetrators associated with the former Indian Residential Schools system. Firms and/or individuals are required to conduct investigative tasks and other related services in order to locate alleged perpetrators as described below in the Statement of Work.

Investigator: The investigator, i.e. the resource(s) proposed by the Bidder, is a representative of the Firm or an Individual who is directly accountable for the satisfactory performance of work under the Standing Offer Agreement.

Firm: A Contractor defined as a Firm is legally structured as a corporation, or partnership, or a joint venture; Contractors structured as a sole proprietorship will not be accepted under this service stream.

Individual: A Contractor defined as an Individual is legally structured as either a sole proprietorship or a corporation; partnerships and/or joint ventures will not be accepted under this service stream.

SW2 BACKGROUND AND SCOPE OF WORK

The Department of Indian Affairs and Northern Development Canada – Resolution and Individual Affairs Sector (DIAND-RIAS) has the responsibility for settling claims of abuse associated with the legacy of the Indian residential school system that operated in Canada from the late 1800’s through the 1980’s.

Within the context of Canada’s strategic approach to residential school abuse claims, Canada has a specific mandate to achieve resolution of claims through an approach that will promote healing and reconciliation.

In line with this mandate, the department resolves claims of former residential school students, in cooperation with other parties, through a variety of processes, including an Alternative Dispute Resolution process, the Independent Assessment Process that is part of the Indian Residential Schools Settlement Agreement (class action settlement), and through some remaining litigation.

The court mandated Settlement Agreement provides for an enhanced alternative dispute resolution process called the Independent Assessment Process (IAP). The IAP is the process to help former students settle their claims for abuse they suffered at Indian Residential Schools. The IAP compensates former students for sexual abuse, serious physical abuse and certain other wrongful acts which caused serious psychological consequences for the individual.

While estimates of cases requiring private investigator work will depend on the number of IAP claims admitted, a current estimate indicates Canada may require approximately 800-1000 locate requests nationally during the first year with a corresponding 10-15% decline in the subsequent option years, with a rough breakdown by region to date.

APPENDIX “D” STATEMENT OF WORK

1. British Columbia and the North (including Northwest Territories, Yukon and Nunavut): 130 - 165

BC: 70-80
NWT: 50-60
YK: 5-15
NU: 5-10

2. Alberta and the North (including Northwest Territories, Yukon and Nunavut): 160 - 205

AB: 100-120
NWT: 50-60
YK: 5-15
NU: 5-10

3. Saskatchewan: 280-330

4. Manitoba: 80-100

5. Ontario and the Maritime Provinces (Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador): 90 - 120

ONT: 85-110
MARITIME: 5- 10

6. Quebec: 40 – 70

In the IAP process, former employees of Indian Residential Schools, clergy, former students and other individuals have been named by former students as alleged perpetrators concerning abuse. The Settlement agreement mandates DIAND-RIAS to locate and contact alleged perpetrators. The Settlement Agreement requires that alleged perpetrators, who may be former employees, former students, etc. be informed of and be given the opportunity to respond to, the allegations concerning them. The Settlement Agreement provides a strict timeframe for DIAND-RIAS to locate and contact these alleged perpetrators.

SW3 TASKS AND ACTIVITIES

THE ACTIVITIES TO BE PERFORMED BY THE CONTRACTOR IN SUPPORT OF DIAND-RIAS' REQUIREMENTS ARE AS FOLLOWS:

- 3.1 Locate alleged perpetrators, and provide DIAND-RIAS with contact information, or verification including the source of information (death certificate, etc.) if the alleged perpetrator is deceased.
- 3.2 Locate alleged perpetrators using standard private investigator procedures including, but not limited to, telephone, facsimile, internet and e-mail. The standard requirement will be that locate will be made within 14 days of the locate request date. The Contractor will be notified of the locate request in writing by regular or electronic mail. DIAND-RIAS may set a longer or shorter date for some cases, but only where specified by DIAND-RIAS.

SW4 DELIVERABLES

The main deliverables of this assignment include, but are not limited to, the following:

- 4.1 Inform DIAND-RIAS within 48 hours by e-mail that a locate request has been received and the assignment has been accepted;
- 4.2 Provision of services as set out in the above paragraphs 3.1 and 3.2;

**APPENDIX “D”
STATEMENT OF WORK**

- 4.3 Provision of an alleged perpetrator’s contact information (when living) including phone number and address;
- 4.4 Locate results, including negative results, must be submitted electronically within 14 days of the locate request, subject to the above paragraph 3.2. Written reports, including original notes, on the efforts or the attempted efforts, where the alleged perpetrator is not located, to contact the alleged perpetrators including the date, time of the contact and the contact information of the person who has been contacted must be submitted by mail within 21 days of the locate request;
- 4.5 Source information establishing death (such as death certificate, or other reasonable evidence);
- 4.6 If the Address or E-Mail of the Contractor changes at any time over the term of the Standing Offer Agreement the Contractor shall immediately provide DIAND-RIAS with the changed information.
- 4.7 If the Contractor is unavailable to receive assignments or perform requested work during the term of the Standing Offer Agreement due to absences, such as for illness or vacation, the Contractor shall provide prior Notification to DIAND-RIAS and where possible two weeks notice prior to said absence.
- 4.8 Subject to the requirements of Appendix C, TP 10 invoices shall be in a form acceptable to the Project Authority for DIAND-RIAS.

SW5 LOCATION

Normally, the Work shall be performed at the Contractor's own place of business. However, provision will be made for the Contractor's personnel, on a need-to-know basis, to have access to sensitive (designated/classified) information or assets as required. Contractor's personnel requiring access to sensitive information or assets must hold a valid, appropriate level of personnel security screening in accordance with the security requirements of the Standing Offer Agreement. Facilities will be provided by the Project Authority as necessary to view said information or assets. Technical and clerical support, supplies and equipment necessary to accomplish tasks are to be provided by the Contractor.

SW6 BUDGET

The work will be performed on an as requested basis. Date of Standing Offer Agreement Award to March 31, 2015 and Option Periods 1 to 3 will have the following budgets:

(Date of Standing Offer Agreement Award to March 31, 2015)	\$ 521,980
Option Period 1 (April 1, 2015 to March 31, 2016)	\$ 383,000
Option Period 2 (April 1, 2016 to March 31, 2017)	\$0*
Option Period 3 (April 1, 2017 to March 31, 2018)	\$0*

* no funds allocated – option periods 2 and 3 are for time extensions only should claims continue and program authority is received.

SW7 LANGUAGE OF WORK

The language of communication with DIAND-RIAS is English, except for the Quebec region where the language of communication may also be French. The Contractor must be able to work, communicate effectively and efficiently in English (reading, oral and in writing) in all regions excluding Quebec where the bidder must be able to work, communicate effectively and efficiently (reading, oral and in writing) in both English and French.

SW8 DEPARTMENTAL SUPPORT

DIAND-RIAS will provide the Contractor(s) copies of available research and additional information that may assist the Contractor in performing the requested service(s).

**APPENDIX “D”
STATEMENT OF WORK**

SW9 CONTRACTOR'S PROPOSAL

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

APPENDIX “E”

INSURANCE CONDITIONS

Insurance Coverage - General Conditions

IC1 PROOF OF INSURANCE

The Contractor shall unless otherwise directed by the Departmental Representative, deposit with the Departmental Representative, the Insurer's Certificate of Insurance (included herein) and, if so requested by the Departmental Representative, the originals or certified true copies of all Standing Offer Agreements of insurance maintained by the Contractor pursuant to the Insurance coverage requirements specified hereunder.

IC2 RISK MANAGEMENT

The provisions of the Insurance Coverage Requirements specified hereunder are not intended to cover all of the Contractor's Indemnification obligations as detailed in the General Conditions of the Standing Offer Agreement. Any additional risk management measures or additional insurance coverages the Contractor may deem necessary to fulfill its Indemnification obligations shall be at its own discretion and expense.

IC3 PAYMENT DEDUCTIBLE

The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Contractor.

IC4 REPRESENTATION AND WARRANTY

The Contractor has represented that it has in place and effect the appropriate insurance coverage as required by these Insurance Conditions and, further, that it shall maintain all required insurance policies in place and effect as required by these Insurance Conditions.

IC5 PERIOD OF INSURANCE

Unless otherwise directed in writing by the Departmental Representative or otherwise stipulated elsewhere in these Insurance Conditions, the liability insurance required hereunder shall be in force and be maintained from the commencement date of the Contract or Call-up Work until the Contract or Call-up completion date.

IC6 COMMERCIAL GENERAL LIABILITY POLICY REQUIREMENTS

6.1. Scope of Policy:

The policy shall be written on a form similar to that known and referred to in the insurance industry as IBC 2100 - Commercial General Liability policy (Occurrence form) and shall provide for limit of liability of not less than **TWO MILLION DOLLARS (\$2,000,000)** inclusive for Bodily Injury (including injuries resulting in death) and Property Damage (including loss of use thereof) for any one occurrence or series of occurrences arising out of one cause. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

The Commercial General Liability Insurance policy shall insure the Contractor, and shall include, as an Additional Insured, but only with respect to liability arising out of the performance of the Contract, Her Majesty the Queen in Right of Canada, represented by the Minister of the Department of Indian Affairs and Northern Development.

6.2. Coverages/Provisions:

The policy shall include, but not necessarily be limited to the following coverages/provisions:

- 6.2.1. Liability arising out of or resulting from the ownership, existence, maintenance or use of premises by the Contractor and operations necessary or incidental to the performance of this contract;

APPENDIX “E”
INSURANCE CONDITIONS

- 6.2.2. "Broad Form" Property Damage including the loss of use of property;
- 6.2.3. Owner's and Contractor's Protective Liability;
- 6.2.4. Contractual and Assumed Liabilities under this contract;
- 6.2.5. Products and Completed Operations Liability;
- 6.2.6. Blanket Contractual;
- 6.2.7. Non-Owned Automobile Liability;
- 6.2.8. Cross Liability - The Clause shall be written as follows: "Cross Liability - The insurance as is afforded by this policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein of more than one Insured shall not increase the limit of the Insurer's liability.";
- 6.2.9. Severability of Interests - The Clause shall be written as follows: "Severability of Interests - This policy, subject to the limits of liability stated herein, shall apply separately to each Insured in the same manner and to the same extent as if a separate policy had been issued to each. The inclusion herein of more than one insured shall not increase the limit of the Insurer's liability.";
- 6.2.10. Contingent Employers Liability;
- 6.2.11. Employees as Named Insureds; and
- 6.2.12. Personal Injury

6.3. Deductible:

The policy shall be issued with a deductible amount of not more than **TEN THOUSAND (\$10,000)** per occurrence.

IC7 ERRORS AND OMISSIONS LIABILITY INSURANCE

- 7.1. Errors and Omissions Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract or Call-up (as applicable) in an amount usual for a Contract/Call-up of this nature, but, in any case, for a limit of liability not less than **ONE MILLION DOLLARS (\$1,000,000)** per loss and in the annual aggregate, inclusive of defence costs.
- 7.2. If this is a claims-made policy and the duration of the Contract exceeds the policy term; in the event of cancellation or non-renewal of the policy, an Extended Claims Reporting Endorsement, minimum twelve (12) months, must be secured by the Contractor.
- 7.3. The following endorsement must be included:

Notice of Cancellation or Amendment:

The Insurer agrees to provide the Contracting Authority thirty (30) days written notice of cancellation or amendment.

APPENDIX “E”
INSURANCE CONDITIONS

IC8 AUTOMOBILE LIABILITY INSURANCE

- 8.1. Automobile Liability Insurance (if the Work is subject thereto) shall be effected by the Contractor and maintained in force throughout the duration of the Contract or Call-up (as applicable) in an amount not less than **TWO MILLION (\$2,000,000)** – if automobiles owned and/or registered by the Contractor are used in the performance of the Contract or Call-up Work.
- 8.2. The policy must include the following:
 - a) Third Party Liability – \$2,000,000 Minimum Limit per Accident or Occurrence;
 - b) Accident Benefits – all jurisdictional statutes;
 - c) Uninsured Motorist Protection;
- 8.3. The following endorsement must be included:

Notice of Cancellation or Amendment:

The Insurer agrees to provide the Contracting Authority thirty (30) days written notice of cancellation.

**APPENDIX “E”
INSURANCE CONDITIONS**

**Insurer's Certificate of Insurance
Attestation d'assurance d'un assureur**

To be completed by the Insurer (not a broker) and delivered to the Department of Indian Affairs and Northern Development within 30 calendar days of Contract award or, within five (5) days following receipt and acceptance of a "Call-up Against a Standing Offer Agreement" document/"Call-up Against a Supply Arrangement" document.

A être complétée par l'Assureur (non le Courtier) et livrée au Ministère des affaires indiennes et développement du Nord dans les trente jours civils suivant l'acceptation de la soumission ou dans les cinq (5) jours suivant la réception et l'acceptation d'une commande subséquente à une convention d'offre à commandes/d'une commande subséquente à une entente en matière d'approvisionnement.

Description of Work – Description des travaux		Contract Number – Numéro de marché		Award Date – Date d'adjudication Y - A M D - J	
Location – Endroit					
INSURER – ASSUREUR			BROKER – COURTIER		
Name – Nom			Name – Nom		
Address (No., Street) – Adresse (N ^o , rue)			Address (No., Street) – Adresse (N ^o , rue)		
City – Ville			City – Ville		
Province	Postal Code – Code postal		Province	Postal Code – Code postal	
INSURED – ASSURÉ			ADDITIONAL INSURED – ASSURÉ ADDITIONNEL		
Name of Contractor – Nom de l'entrepreneur			Her Majesty the Queen in right of Canada as represented by the Minister of the Department of Indian Affairs and Northern Development is named as an additional insured under the Commercial General Liability Insurance policy.		
Address (No., Street) – Adresse (N ^o , rue)			Sa majesté la Reine du chef du Canada, représentée par le Ministre du Ministère des affaires indiennes et développement du Nord, est désignée assuré additionnel conformément à la police d'assurance de la responsabilité civile des entreprises.		
City – Ville			Address – Adresse		
Province	Postal Code – Code postal				
This Insurer certifies that the following policies of Insurance are at present in force covering all operations of the Insured, in connection with the contract made between the named Insured and Her Majesty the Queen in right of Canada, represented by the Minister of the Department of Indian Affairs and Northern Development.			L'assureur atteste que les polices d'assurance suivantes sont présentement en vigueur et couvrent toutes les activités de l'assuré, en fonction du marché conclu entre l'Assuré dénommé et Sa majesté la Reine du chef du Canada représentée par le Ministre du Ministère des affaires indiennes et du développement du Nord.		

APPENDIX "E"
INSURANCE CONDITIONS

POLICY - POLICE

Type – Genre	Number – Numéro	Inception Date – Date d'effet	Expiry Date - Date d'expiration	Deductible – Franchise
Commercial General Liability Responsabilité civile des entreprises				
Other (List) Autre (énumérer)				

Each of these policies includes the coverages and provisions as specified in the Insurance Coverage Requirements in Insurance Conditions Appendix "E" and the Commercial General Liability Insurance policy has been endorsed to cover Her Majesty as an Additional Insured. The Insurer agrees to notify Her Majesty and all Named Insureds in writing thirty (30) calendar days prior to any change in, or cancellation of any policy or coverage.

Chacune des présentes polices renferme les garanties et dispositions spécifiées dans les Exigences de garanties d'assurance des Conditions d'assurances Appendix «E», et la police d'assurance de la responsabilité civile des entreprises a été amendée pour couvrir Sa Majesté en tant qu'assuré additionnel. L'assureur convient de donner un préavis de trente (30) jours civils à Sa Majesté et à l'assuré désigné en cas de changement visant la garantie d'assurance ou les conditions ou de l'annulation de n'importe quelle police ou garantie.

Name of Insurer's Officer or Authorized Employee Nom du cadre ou de la personne autorisée	Telephone Number – Numéro de téléphone
Signature	Date

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT NOR RESTRICT THE RIGHT OF THE DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT TO REQUEST AT ANY TIME, DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES.

L'ÉMISSION DE LA PRÉSENTE ATTESTATION NE DOIT PAS LIMITER OU RESTREINDRE LE DROIT DE TRAVAUX DU MINISTRE DES AFFAIRES INDIENNES ET DÉVELOPPEMENT DU NORD DE DEMANDER EN TOUT TEMPS DES COPIES CERTIFIÉES CONFORMES EN DOUBLE DESDITS CONTRATS D'ASSURANCE.

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:
 - 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;

ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

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"**GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT
THROUGH FEDERAL PROCUREMENT****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
 - 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.

ANNEX "B"**GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT
THROUGH FEDERAL PROCUREMENT****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 0, 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 0, 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.

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.

ANNEX "B"

GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT THROUGH FEDERAL PROCUREMENT

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 "B"

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

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 "B"

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

_____	_____
Date	Signature
_____	_____
Place	Title (Duly authorized representative of business)
	For:

	Name of Business

ANNEX "B"**GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT
THROUGH FEDERAL PROCUREMENT****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 "B"

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

**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

ANNEX “C”
FEDERAL CONTRACTORS PROGRAM FOR
EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with such request by Canada will also render the offer non-responsive, may result in the Standing Offer set-aside, or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website \(http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/index.shtml\)](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/index.shtml).

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
 - A2. The Offeror certifies being a public sector employer.
 - A3. The Offeror certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
 - A4. The Offeror certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Offeror has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with HRSDC-Labour.

OR

- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to HRSDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

OR

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).

ANNEX “D”
CERTIFICATION OF OFFICIAL LANGUAGE
FOR QUEBEC REGION

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror’s certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

I certify that the proposed resource(s) who will be assigned work in the province of Quebec are able to communicate in French and English (reading, oral and in writing), and consent to its verification upon the request of Canada

Signature of authorized person

Date

ANNEX "E" SECURITY REQUIREMENT CHECKLIST



Contract Number / Numéro du contrat 20-13-6007
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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ANNEX "E" SECURITY REQUIREMENT CHECKLIST



Contract Number / Numéro du contrat
20-13-6007
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

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

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



ANNEX "E" SECURITY REQUIREMENT CHECKLIST



Contract Number / Numéro du contrat 20-13-6007
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité UNCLASSIFIED
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ANNEX "E"
SECURITY REQUIREMENT CHECKLIST



Contract Number / Numéro du contrat 20-13-6007 Set-Aside
Security Classification / Classification de sécurité

PART 0 - AUTHORIZATION / PARTIE 0 - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme Name (print) - Nom (en lettres moulées) Line Paré		Title - Titre Director-General, Settlement Operations	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone 1-613-996-2890	Facsimile No. - N° de télécopieur 613-996-3053	E-mail address - Adresse courriel Line.Paré@aandc-aadnc.gc.ca	Date 2013-06-27
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) - Nom (en lettres moulées) Tracy Vitello tracy.vitello@aandc-aadnc.gc.ca		Title - Titre Senior Security Advisor, Policy and Systems	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone Office: (619) 997-4002	Facsimile No. - N° de télécopieur Fac: (619) 997-6774	E-mail address - Adresse courriel	Date JUL 31 2013
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes ?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement Name (print) - Nom (en lettres moulées) Christian Martineau		Title - Titre Senior Procurement Officer	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone 819-956-1601	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Christian.Martineau@aandc.gc.ca	Date 15 July, 2013
17. Contracting Security Authority / Autorité contractante en matière de sécurité Name (print) - Nom (en lettres moulées) Anna Kulycka Contract Security Officer, Contract Security Division		Title - Titre Contract Security Officer, Contract Security Division	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone Tel/Tel: 613-957-1258 / Fax/Telec: 613-954-4171	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Anna.Kulycka@inscc-pwgsc.gc.ca	Date Aug. 1, 2013

ANNEX "E"
SECURITY REQUIREMENT CHECKLIST



Aboriginal Affairs and
Northern Development Canada

Affaires autochtones et
Développement du Nord Canada

**Aboriginal Affairs and Northern
Development Canada**

**IT Security Safeguard
Requirements**

Contractor Name	RFSO
Contract Number	20-13-6007
Document Number:	4851338
Date:	July 30, 2013
Designation / Classification	Unclassified



Canada

ANNEX "E"
SECURITY REQUIREMENT CHECKLIST

Page 52 of 56
20-13-6007

IT Security Requirements

Contract # 20-13-6007

Unclassified

Overview

As per the Security Requirement Checklist (SRCL) for contract # 20-13-6007, the contractor will access, store and transmit up to **Protected B**, data. It is the contractor's responsibility to ensure that this information remains secure at all times by complying with the Treasury Board's Policy on Government Security (PGS), the Treasury Board's Management of Information Technology Security Standard (MITS) and the Aboriginal Affairs and Northern Development Canada's (AANDC) Electronic Storage and Transmission standards listed below.

Public Works and Government Services Canada (PWGSC) may perform a site inspection to confirm and certify that the contractor meets these requirements. Items of non-compliance will be noted and communicated to AANDC for immediate action.

The contractor was provided with a copy of the IT Security Requirement Safeguards and is therefore aware of these requirements as well as his or her responsibility to:

- Comply with these requirements;
- Immediately report the loss or theft of any media devices containing AANDC data to AANDC's Departmental Security Officer
- Notify AANDC's Departmental Security Officer regarding any security breach or suspected security breach which could impact AANDC data; and
- Inform all staff who will be handling AANDC data of these requirements.

Failure to comply with these requirements is a breach of contractual obligations and may result in contract termination

ANNEX "E"
SECURITY REQUIREMENT CHECKLIST

Page 53 of 56
20-13-6007

IT Security Requirements

Contract # 20-13-6007

Unclassified

Electronic Storage of Departmental Data

When there is a requirement to store or transport departmental data outside of AANDC premises or off AANDC's internal network, the contractor must ensure that the data remains secure at all times by adhering to the following requirements:

Protected "A"

- Computing devices used to process AANDC data are equipped with up to date Anti-Virus which is configured to automatically receive and install product updates.
- Computing devices used to process departmental data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates.
- Computing devices are protected by a firewall (be it a network perimeter firewall appliance or host based firewall application installed on the computer).
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards. (<http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti/itsg06-eng.html>).

Protected "B"

Protected A safeguards listed above plus the following:

- When carrying Protected B data outside of the contractors premises, data must be stored on a FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements. <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- While on contractor premises, portable media devices containing sensitive information are to be physically stored within an appropriate security container in accordance with the highest level of sensitivity stored on the device when not in use. Such a security container must be present on the contractor's premises (Pro B = Padlock security Container / Pro C = (Integrated Dial Lock security container).

ANNEX "E"
SECURITY REQUIREMENT CHECKLIST

IT Security Requirements

Contract # 20-13-6007

Unclassified

Electronic Transmission of Departmental Data

The section provides the accepted methods in which data can be exchanged between AANDC and the contractor based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with AANDC. The use of transmission methods other than those listed below is prohibited.

Classification Level	AANDC Approved Transmission Methods	Requirements (PWGSC to verify if contractor meets these requirements)
Protected A	Email	<ul style="list-style-type: none"> • Each user has their own corporate e-mail account which is protected with a username and password. • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc)
	Fax	Contractor can transmit Protected A Data to AANDC via fax so long as the following requirements are met: <ul style="list-style-type: none"> • The sending fax machines is located on the contractor's premises • The sender contacts the recipient to confirm fax number and advise recipient of incoming fax • Recipient is present at the fax machine ready to receive fax • Sender obtains confirmation from sender of receipt
	Wireless Communications	If a wireless access point is installed on the contractor's premises, and devices processing AANDC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards: <ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values. ▪ The network name (SSID) has been changed from its default value. ▪ WPA2 encryption with an AES algorithm enabled.
Protected B	Entrust Encrypted and Digitally Signed E-mail	In order to transmit Protected B data via e-mail, the data must be encrypted using a GOC PKI certificate and Entrust Software. <ul style="list-style-type: none"> • Contractor has a valid GOC PKI Certificate. • Entrust Software is installed on the contractor's PC/laptop. • E-mail is encrypted with one of the following encryption algorithms: <ul style="list-style-type: none"> ▪ CAST5-128 Bit

ANNEX "E"
SECURITY REQUIREMENT CHECKLIST

IT Security Requirements

Contract # 20-13-6007

Unclassified

		<ul style="list-style-type: none"> ▪ 3DES-168 Bit ▪ AES-128 Bit ▪ AES-192 Bit ▪ AES-256 Bit • One of the following algorithms is used to digitally sign E-mails: <ul style="list-style-type: none"> ▪ RSA (Rivest, Shamir, Adleman) ▪ DSA (Digital Signature Algorithm) ▪ ECDSA (Elliptic Curve Digital Signature Algorithm) • One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> • SHA-1 (not valid after 2013) • SHA-224 • SHA-256 • SHA-384 • SHA-512
	<p>Wireless Communications</p>	<p>If a wireless access point is installed on the contractor's premises, and devices processing AANDC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values. ▪ The network name (SSID) has been changed from its default value. ▪ WPA2 encryption with an AES algorithm enabled.
	<p>AANDC Secure File Exchange</p>	<ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to the user by AANDC • The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (https://efse-sfee.aandc-aandc.gc.ca/policy/sfe_Acceptable_use_policy.html)
	<p>AANDC Collaboration Service</p>	<p>A personally identifiable unique username and password is assigned to each user by AANDC.</p>

ANNEX "E"
SECURITY REQUIREMENT CHECKLIST

Page 56 of 56
20-13-6007

IT Security Requirements

Contract # 20-13-6007

Unclassified

Remote Connectivity to the AANDC Network

As stated in the SRCL, the contractor may require remote access to the AANDC network and IT Systems. The remote access is to be configured in the following manners:

- The Contractor will gain remote access to the AANDC network through the Citrix Portal <https://pa-ap.aadnc-aandc.gc.ca> or by a Virtual Private Network (VPN) secured by IPsec using one of the following encryption algorithms:
 - 3DES (168 bit)
 - AES-128
 - AES-192
 - AES-256
- A unique identifier and password is assigned to each user and is used to authenticate the user to the AANDC network.