



## LETTER OF INVITATION

Dear Sir/Madam:

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

### **Historical Research; Policy Support; and, Survey Interpretation and Title Searching Services – Standing Offer Agreements**

#### **THIS DOCUMENT CONTAINS MULTIPLE SECURITY REQUIREMENTS**

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

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

**DIAND intends to award up to six (6) Standing Offer Agreements (SOA) pursuant to this process.**

The proposal shall be in accordance with the requirements of the attached Instructions to Bidders, Proposal Evaluation Criteria, Mandatory Requirements, Assigned Weights and Selection Methodology, Articles of Agreement, General Conditions, Supplementary Conditions, Terms of Payment, Statement of Work, Intellectual Property, Federal Contractors Program of 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 en français. / All RFP 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 or in French.*

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

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

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

Four (4) copies of the Technical Proposal and two (2) copies of the Financial Proposal shall be delivered to the following address, on or before **15:00 hrs, Eastern Standard Time (EST), February 11, 2014:**

#### **Mailing Address:**

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



**Location:**

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

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

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

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

No extension to the closing date and time for the receipt of proposals will be given unless the Department is responsible for an omission or an error in the tender documents significant enough in nature to warrant an extension of the bid closing date to allow bidders sufficient time to review their proposals. Bidders are therefore requested to submit, in writing, any technical-type questions concerning this proposal call at least 10 working days prior to the tender closing date to enable final preparation and submission of proposals in time to meet the closing deadline.

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

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Vera Olivier by e-mail at [Vera.Olivier@aadnc-aadnc.gc.ca](mailto:Vera.Olivier@aadnc-aadnc.gc.ca) Enquiries and other communications are not to be directed to any other government official(s).

Yours sincerely,

Vera Olivier  
Senior Procurement Officer  
Department of Aboriginal Affairs and Northern Development Canada  
Materiel and Assets Management Division  
Room 1302 - 10 Wellington Street  
GATINEAU, QC K1A 0H4

Attach.

This RFP package consists of the components described below:

<b>RFP PACKAGE CONTENTS</b>	
<b>COMPONENT</b>	<b>DESCRIPTION</b>
Glossary General instructions to Bidders Streams: Supplier Type and Activity Type Proposal Description Basis of Selection	These sections provide you with information about the requirements for the presentation of your proposal and the process for selection.
Evaluation Criteria for Technical Proposal (M1 to M2 and R1 to R5) and Financial Proposal (R6) divided by stream	Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.
Articles of Agreement  Appendix A : General Conditions Appendix B : Supplementary Conditions Appendix C : Terms of Payment Appendix C-1: Terms of Payment - Fee Schedule Tables Appendix D: Statement of Work Appendix E: Intellectual Property Appendix "F": Travel Expenses Information	This material is provided for your information only. It details the specific Contract/SOA/ Supply Arrangement terms and conditions you will be bound by if you are a successful Bidder. You do not need to return this information with your proposal.  Bidder <b>MUST</b> complete the Appendix "C-1", Fee Schedule and submit it with the Bidder's Financial Proposal.
Annex A: Team Project Summary and Reference Form	This section must be completed to describe each project summary.
Annex B: Table M1 – Proposed Resources	This form must be completed for each proposed resources and submitted along with the CV.
Annex C :Certifications Certificate of independent Bid Determination Compliance with Terms and Conditions Availability of Personnel Status of Personnel Security Clearance Verification of Information provided in the Bidder's proposal Federal Contractors Program for Employment Equity Certifications Former Public Servant in Receipt of Pension Workforce Reduction Program	Annex "C" Certifications must be returned signed with the Bidder's Technical Proposal.
Annex D: Aboriginal Business Certification	Bidders <b>MUST</b> complete, sign and submit, as part of their technical proposal package Annex "D" attached hereto

Annex E Security Requirement Checklist and IT Security Safeguard Requirements	Pursuant to the Government of Canada Security Policy the nature of the services to be provided under SOA requires a Government of Canada Security Requirement Clearance and IT Security Safeguard Requirements as indicated at Annex “E”.
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### GLOSSARY

<b><u>Term/Acronym</u></b>	<b><u>Definition</u></b>
<b>Call-up</b>	Under a valid Standing Offer Agreement (SOA), a document prepared by the AANDC Departmental Representative and issued by the AANDC Contracting Authority to the Supplier, through which AANDC will acquire the required services; and which will contain requirements for the provision of said services, which will be consistent with the Statement of Work, and may consist of any combination of the required services and deliverables defined in Appendix D Statement of Work. Upon acceptance of the Call-up by the Supplier, the Call-up forms a binding agreement.
<b>Contracting Authority</b>	The Contracting Authority shall be the sole authority on behalf of Canada for the administration and management of the Standing Offer Agreement (SOA). Any changes to the SOA must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of the SOA based on written requests from any government personnel other than the Contracting Authority.
<b>Contractor</b>	A qualified supplier selected pursuant to the present competitive selection process, who is a party to a Standing Offer Agreement.
<b>Departmental Representative</b>	A person, occupying a specific position within AANDC fulfilling a specific organizational function, who is responsible for monitoring the supplier’s execution of the work under the Standing Offer Agreement, as well as acting as a single point of contact on behalf of AANDC.
<b>AANDC</b>	Aboriginal Affairs and Northern Development Canada
<b>NCR</b>	National Capital Region
<b>SOW</b>	Statement of Work
<b>Standing Offer Agreement (SOA)</b>	An overarching agreement between AANDC and a qualified Contractor to provide Historical Research and Policy Support Services on an as and when required basis. Individual work requirements may be initiated throughout the duration of the SOA. A SOA does not constitute a Contract.

## GENERAL INSTRUCTIONS TO BIDDERS

1. Bidders must provide all information necessary for AANDC to evaluate their proposals and for their proposals to be considered by AANDC, as indicated in this Request for Proposals (RFP). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable AANDC to complete its evaluation.
2. Four (4) copies of the Technical Proposal (M1 to M2 and R1 to R5) and two (2) copies of the Financial Proposal (R6) must be delivered on or before the date and time stipulated in the Letter of Invitation. Electronically transmitted bids will not be accepted.
3. The Bidder's Financial Proposal (R6) must be submitted in a separate, sealed envelope and prices must not appear in any other area of the proposal except in the Financial Proposal. Failure to comply with these conditions will result in the Bidder's proposal being declared non-compliant and being given no further consideration.
4. Bidders **MUST** include any reference material they wish to be considered for evaluation within the Proposal. Any documents outside of the Proposal shall not be considered (for example, should the Bidder wish to provide screen shots of its website, etc. For evaluation, copies or printouts of website material **MUST** be included within the proposal). URL links to the contractor's website will not be considered by the AANDC Evaluation committee.

### 5. **Tender Envelope Submissions**

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

- RFP Number: 20-12-6013
- Project Name: Historical Research; Policy Support; and Survey Interpretation and Title Searching
- Closing Date and time **15:00 hrs, Eastern Standard Time (EST), February 11, 2014**
- *"Tender Documents Enclosed"*
- *Bidders Name and Address*

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

- RFP Number: 20-12-6013
- Project Name: Historical Research; Policy Support; and Survey Interpretation and Title Searching
- Closing Date and time: **15:00 hrs, Eastern Standard Time (EST), February 11, 2014**
- *"Tender Documents Enclosed"*
- *Bidders Name and Address*

### 6. **Bidder's GST/HST Registration Number**

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

### 7. **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.

### 8. **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.

**9. Identity or Legal Capacity of Bidder**

In order to establish the legal capacity under which a Bidder proposes to enter into the Contract/SOA/Supply Arrangement any Bidder who carries on business in other than its own personal name shall, if requested by the Contract/SOA/Supply Arrangement Authority, provide proof of the legal capacity under which it carries on business to the Contract/SOA/Supply Arrangement Authority prior to Contract/SOA/Supply Arrangement award. Such proof may be in the form of a copy of the Articles of Incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

**10. Bid Validity Period**

- 10.1 Bids will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- 10.2 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.
- 10.3 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.
- 10.4 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.

**11. Receipt and Custody of Proposals**

- 11.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.
- 11.2 Proposals received after the closing time will not be considered and will be returned unopened to the sender.
- 11.3 Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned.
- 11.4 All proposals as described in 11.3 above are subject to the provisions of the *Access to Information Act*.

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

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

**13. Cost Limitations**

- 13.1 **RFP Stage:** Bidders who are currently under SOAs, Supply Arrangements or Service Contracts with other programs within AANDC 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 SOAs, Supply Arrangements or Service Contracts.
- 13.2 **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 SOAs Supply Arrangements or Service Contracts currently in force between the Bidder/Contractor and other programs within AANDC for the provision of similar services over the same time periods as those set out in this SOA.

**14. Basis of Fees and Cost Quotation**

- 14.1 The price(s) quoted in the proposal must be expressed in terms of fixed per diem rate(s) based on 8 hour day for each member of the project team – if applicable – assigned to perform the Work under the SOA.
- 14.2 At no time will time rates include such things as travel/miscellaneous expenses, or GST/HST, as such practices inflate time rates, do not reflect market/going rates and may prejudice against a Bidder from being awarded a SOA.
- 14.3 The fixed per diem rate(s) will be inclusive of all payroll, overhead costs and profits required to complete the Work (Note: per diem rate(s) are not to be quoted as ranges).
- 14.4 Bidders are requested not to include in their proposals amounts for travel, accommodations and meal expenses, or administrative expenses related to the completion of project work. Such amounts for these expenses will be added to the Terms of Payment upon award of the SOA(s).

**15. Duration of Standing Offer Agreement**

The SOA will be in effect from Upon award to March 31, 2017.

**16. Option to Extend Standing Offer Agreement**

- 16.1 The Contractor grants to Canada the irrevocable option to extend the term of the SOA by three (3) additional one (1) year periods under the same terms and conditions.
- 16.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the SOA expiry date.
- 16.3 The Contractor agrees that, during the extended period the SOA, the rates/prices will be in accordance with the provisions of the SOA.

**17. Standing Offer Agreement Award**

The Department intends to award six (6) set-aside for the aboriginal business standing offers.

**18. Bidder Notification**

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

**19. Debriefing**

A debriefing will be provided, on request, only following AADNC's posting to Government Electronic Tendering System (GETS) of the awards notification, listing the names of the successful Bidder(s) to this RFP process. Should a Bidder desire a debriefing, they should contact the person identified in the RFP, Letter of Invitation. 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.

## 20. Intellectual Property

AADNC has determined that any Intellectual Property arising from the performance of the Work under the SOA will vest in Canada for the following reason: statutes, regulations or prior obligations of Canada to a third party or parties preclude Contractor ownership of the Intellectual Property Rights in Foreground Information.

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

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

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

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

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

## 22. Communications During RFP Tendering Period

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

All enquires must be submitted in writing to the Procurement Officer no later than five (5) business days before the Proposal closing time and date.

## 23 Federal Contractors Program for Employment Equity - Standing Offer Certification

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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [HRSDC-Labour's website](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml).

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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

The Bidder must provide the Contracting Authority with a completed Annex Federal Contractors Program for Employment Equity Certification before contract award. If the Bidder is a joint venture, the bidder must provide the completed Annex Federal Contractors program for Employment Equity – Certification for each member of the joint venture

## 24 SECURITY REQUIREMENTS

Pursuant to the Policy Government Security, the nature of the services to be provided under this Standing Offer requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.

Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.

The Contractor and their personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.

The Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization's premises until



appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.

The Contractor must comply with the provisions of the:

- Security Requirements Check List (attached hereto as Annex D); and
- Policy Government Security (Latest Edition)

**For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:** In order to demonstrate compliance with this requirement, and , for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder=s proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:

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

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

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

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

This procedure is in accordance with the Departmental and *Policy on Government Security* (TBS July. 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Reliability Status** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. AANDC respects the privacy of Canadians, the information on this form is required for the purpose of providing security screening assessments. It is collected under the authority of the Policy Government Security and is protected by the provisions of the Privacy Act in

institutions which are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to perform the contract work that is associated with this Personnel Screening Request. Failure on the part of the Bidder's resources to comply with these requirements will result in those resources being deemed non-compliant, with no further consideration given. Non-compliant resources will be deemed ineligible to complete any work associated with this contract.

## 25 Security Requirements

Pursuant to the Government of Canada Security Policy, the nature of the services to be provided under this contract requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.

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

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

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

Name of Duly Authorized Representative (Print)	Signature of Duly Authorized Representative
_____	_____
Title	Date

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

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

**STREAMS : SUPPLIER TYPE AND ACTIVITIES**

This RFP calls for six (6) streams of work, including two (2) Supplier Types: 1) Firms and 2) Individuals and three (3) Activity Types: a) Historical Research Services; b) Policy Support Services; c) Survey Interpretation and Title Searching. In order to respond quickly and flexibly to the needs and priorities of TAG, qualified resources are required on an as and when required basis, in both streams - Firms and Individuals - to deliver the services described herein.

Bidders may not propose against more than one (1) Supplier Type (Firms or Individuals), but may propose for one or more of the Activity types (Historical Research, Policy Support, and Survey Interpretation and title Searching Service), although in separate proposals. Each supplier type (Firms and Individuals) and Activity type (Historical Research, Policy Support, and Survey Interpretation and title Searching Service) will be evaluated separately.

Supplier	Activity	Activity	Activity
<b>1.Firms</b>	a) Historical Research Services comprising the following categories:  Analysis & Writing Principal <b>and</b> Analysis & Writing <b>and</b> Research Services <b>and</b> Research Support	b) Policy Support Services comprising, but not limited to;	c) Survey Interpretation and Title Searching
<b>2.Individuals</b>	a) Historical Research Services comprising the following categories:  Analysis & Writing <b>and</b> Research Services <b>and</b> Research Support	b) Policy Support Services comprising;	d) Survey Interpretation and Title Searching

**Supplier Type 1) Firms**

A Bidder proposing as a Firm must be comprised of more than one resource. For Supplier Type Firms, TAG is seeking to qualify multiple entities capable of deploying qualified resources to undertake the work as defined in Appendix D, Statement of Work. There is no limitation on the number of Resources that a firm may propose at the time of the Proposal submission, and Bidders are encouraged to propose all those resources the Firm would like to qualify under any resulting SOA. However, for Historical Research Services, the Bidder must propose and qualify at least (1) one resource in each one of the work categories of this stream (Analysis & Writing (principal), Analysis & Writing; Research Services and Research Support). A proposed Resource can apply to more than one above noted Resource category.

**Or**

**Supplier Type 2) Individuals**

A Bidder proposing as an Individual must be legally structured as a sole proprietorship; must not be part of a partnership and/or joint venture; and must identify the single individual named resource to provide the services as defined in Appendix D, Statement of Work. For Supplier Type Individuals, TAG is seeking to qualify multiple individual named resources capable of undertaking the work as defined in Appendix D, Statement of Work.

## **PROPOSAL DESCRIPTION**

Bidders are solely responsible to ensure that their Proposal provides sufficient evidence/information and complies with the following criteria for their Proposal to be considered and evaluated by TAG as indicated within this RFP.

Selection and evaluation is based on a rule of evidence approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfil the work as described in this RFP. No prior knowledge of, or experience, with the Bidder, on the part of the TAG Evaluation Committee will be taken into consideration.

For each Supplier Type and Activity Type, bidders must provide a Technical Proposal which includes Mandatory Requirements and Point Criteria, as well as a separate Financial Proposal. Both type of proposal, Technical and Financial, must be presented in separate sealed envelope. Bidders MUST ensure that each Proposal clearly identifies the Supplier Type and Activity Type it is proposing against.

Each Proposal will be evaluated separately, against the Mandatory Requirements and Point-Rated Criteria for the Supplier Type(s) and Activity Type(s) for which the Bidder has indicated it wishes to provide services. The Selection and Evaluation Process for Proposals consists of the following four (4) stages:

Stage 1 - Bidders will be evaluated on Mandatory Requirements M1-M2.

Stage 2 - Bidders meeting ALL of M1-M2 will be evaluated on the basis of the technical Point-Rated Criteria (R1 to R5).

Stage 3 - Bidders meeting the pass mark of 70% for the technical Point-Rated Criteria will be evaluated on the basis of their Financial Proposal (R6 - i.e. price).

Stage 4 - Bidders meeting the overall pass mark of 70% for the Point-Rated Criteria, including price will be considered for SOA Award.

Bidders failing to meet the requirements at any stage will be deemed to be non-compliant at that stage and will be given no further consideration for that Supplier Type and Activity Type.

### **Technical proposal**

#### Mandatory Requirements (M1 and M2)

Proposals must provide detailed supporting information in number of years and/or projects that clearly describe the degree and nature of the Bidder's experience and the knowledge and experience possessed by the Bidder's proposed resources.

Bidders are advised that the experience is calculated as of the posting of the date of the RFP. For example, if a given requirement states that 'the Bidder must have experience, within the last five (5) years', then the five (5) year period is calculated as of the posting date of the RFP.

Bidders are advised that the month(s) of individual resource experience listed for a project in which the time frame overlaps that of another referenced project for the same named resource will only be counted once. Months named are months within which work took place. For example: Project #1 time frame is July 2012 to December 2012; Project #2 timeframe is October 2012 to January 2013; the total months of experience for these two projects is seven (7) months.

Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in professional work environments as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders Proposals must meet ALL of the following Mandatory Requirements for the Supplier Type and Activity Type against which they are submitting a Proposal, for their submissions to be considered compliant and considered for further evaluation.

Failure on the part of Bidders to meet any one (1) of the Mandatory Requirements will result in their Proposal being deemed non-compliant, with the Proposal being given no further consideration.

Where any one (1) of the Bidder's named resources is determined by AANDC to be non-compliant with any part of the Mandatory Requirements, the Bidder will be determined non-compliant for the purposes of this RFP.

#### Point Criteria (R1 to R5)

Bidders who meet all the Mandatory Requirements will be evaluated on the Point Criteria.

The following rating scale will be used to evaluate the response on each of the Point Criteria (R1 to R5) :

Excellent = 100% of a mark (for example 10/10 or 5/5)  
Very High = 80% of a mark (for example 8/10 or 4/5)  
Moderate = 60% of a mark (for example 6/10 or 3/5)  
Minimal = 40% of a mark (for example 4/10 or 2/5)  
Poor = 20% of a mark (for example 2/10 or 1/5)  
Not Acceptable or Not Addressed = 0% of a mark (for example 0/10 or 0/5)

Bidders attaining an overall minimum score of 70% on Point-Rated Criteria R1 to R5 (inclusive) will be judged acceptable.

#### **Financial Proposal (R6)**

Bidders meeting ALL Mandatory Requirements and achieving at least the required minimum percentage score on the Point-Rated Criteria per Supplier Type and Activity Type will be evaluated on the basis of their Financial Proposal for that Supplier Type and Activity Type. Each Supplier Type and Activity Type will be evaluated separately.

The Financial Evaluation will be carried out by the Contracting Authority independent of the AANDC Evaluation Committee responsible for rating the Technical Proposal. Financial Proposals will be evaluated based on the methodology detailed below.

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

Failure on the part of the Bidder to provide the information required within the Financial Proposal Table(s) will result in AANDC deeming the Bidder's Proposal to be non-compliant, with the Proposal being given no further consideration by AANDC.

For evaluation purposes, the rates, as indicated below, will be used to derive the Bidder's price rating. Fixed per diem rates MUST be inclusive of all payroll, overhead costs and profits required to complete the work. Note: Fixed per diem rates are not to be quoted as ranges. Rates should not include such things as travel and administrative expenses or GST/HST.

Work Categories – Fixed Per Diem Rates : Bidders MUST indicate the applicable all-inclusive fixed per diem rate (CAD) for a 8 hour day, per Work Category for their proposed Resource(s) during the term of the SOA as follow:

**Firms**

<u>PROPOSED WORK ACTIVITIES AND CATEGORIES</u>	<u>AVERAGE PER DIEM RATE(S) (CAN\$)</u> <u>Upon award to March 31, 2015</u>
Analysis and Writing (Principal)	\$
AND Analysis & Writing	\$
AND Research Services	\$
AND Research Support	\$
OR Policy Services	\$
OR Survey Interpretation and Title Searching	\$
<b><u>TOTAL AVERAGE ALL-INCLUSIVE PER DIEM RATE*</u></b>	\$

**Individuals**

<u>PROPOSED WORK ACTIVITIES AND CATEGORIES</u>	<u>PER DIEM RATE(S) (CAN\$)</u> <u>Upon Award to March 31, 2015</u>
Analysis & Writing	\$
AND Research Services	\$
AND Research Support	\$
OR Policy Services	\$
OR Survey Interpretation and Title Searching	\$
<b><u>AVERAGE ALL-INCLUSIVE PER DIEM RATE*</u></b>	\$

**Note: \* These rates will be calculated by the AANDC Contracting Authority for Financial Evaluation Purposes Only.**

Within each Firm Suppliers, the Bidder’s total average all-inclusive per diem rate will be used for evaluation purposes, with full points going to the Bidder with the lowest total average all-inclusive per diem rate, and fewer points being awarded to all other Bidders on a prorated basis based on the percentage differential of their rate from that of the Bidder with the lowest rate. The calculation used to determine points for all other Bidders (other than the lowest) will be as follows: (Lowest total average all-inclusive per diem rate / Bidder’s total average all-inclusive per diem rate) X 40 points.

Within each Individual Suppliers, the Bidder's average all-inclusive per diem rate will be used for evaluation purposes, with full points going to the Bidder with the lowest average all-inclusive per diem rate, and fewer points being awarded to all other Bidders on a prorated basis based on the percentage differential of their rate from that of the Bidder with the lowest rate. The calculation used to determine points for all other Bidders (other than the lowest) will be as follows: (Lowest average all-inclusive per diem rate / Bidder's average all-inclusive per diem rate) X 40 points.

Work Categories per diem rates are firm UPON AWARD to March 31, 2015, thereafter, per diem rates quoted in the first period of the SOA ending March 31, 2015 may be increased or decreased by an amount equal to the Consumer Price Index for Canada, all-items CPI, not seasonally adjusted, published in Statistics Canada Catalogue No. 62-001-X, Table 5, in accordance with the following formula, rounded to the nearest two decimals:

Escalation in percentage =  $((A/B) - 1) \times 100$  Where:

A = average of the monthly CPI for Canada, for the 12 months ending three months preceding the start date of the new Standing Offer one (1) year period;

B = average of the monthly CPI for Canada for the 12 months ending 15 months preceding the start date of the new Standing Offer one (1) year period.

- a. The CPI adjustment will be calculated automatically by the Contracting Authority for each one (1) year periods of the SOA following March 31<sup>st</sup>, 2015.
- b. The contractor can request the Contracting Authority to be notified of the escalation of his own rates, within the fifty (50) calendar days prior to every one (1) year period of the SOA following March 31, 2015
- c. Should the completion of work authorized by a call-up be delayed for a reason not authorized or agreed to by AANDC, AANDC reserves the right not to adjust the contractor's rates to the CPI.

### **BASIS OF SELECTION**

Only compliant Proposals will be considered.

Only Proposals that have met all Mandatory Requirements, and have achieved or exceeded the minimum required pass marks for the Point-Rated Criteria will be considered. All Proposals will be rated on technical acceptability before the price is considered.

SOA(s) will be awarded based on a determination of Best Value taking into account both the technical merit of the Proposals and the Financial Evaluation. The Bidder will be selected on the basis of the highest combined rating of technical merit and price (i.e. Total Score).

In the event that more than one (1) Proposal receives the same Total Score per Service Stream, of those Proposals, the Proposal with the lower price (Financial Score) will be considered to represent best value.

AANDC reserves the right to award any number of SOAs resulting from this RFP, and to establish Standing Offer dollar-valuations per award which reflect the outcome of the evaluation, and therefore best address its requirements and provide the best overall value to the Crown in terms of technical merit and costs, without incurring any obligation to any other Bidders having responded to this RFP.

AANDC reserves the right to refuse any and all Proposals received in response to this RFP, without incurring any obligation to any Bidder having responded.



<b>STREAM 1a) – FIRMS- HISTORICAL RESEARCH SERVICES</b>		
<b>TECHNICAL PROPOSAL MANDATORY REQUIREMENTS</b>		
	<b>Proposal Page Reference</b>	<b>Compliant yes/no</b>
<p><b>FIRMS M1. Bidder’s Human Resources Capacity</b></p> <p>The Bidder must propose at least two resources to complete the work in the following categories:</p> <p>Analysis and Writing (principal); and Analysis and Writing; and Research Services; and Research Support.</p> <p>The Bidder must provide resources for all the above noted work categories. However, the same named individual may be proposed by the Bidder within more than one of the above work categories.</p> <p>Bidders must include within their Proposal a detailed curriculum vitae (CV) for each proposed resource named in their Proposal. CVs must include date of birth of the proposed resources, relevant knowledge and work experience (chronologically indicated in years/months, e.g. May 2005 to March 2006), a detailed listing of the educational and professional designation attainments, and all other academic credentials for each proposed resource, in relation to TAG’s requirements as described in Appendix D, Statement of Work. As part of the work experience, the Bidder must give a brief description of the services provided, and for whom. All resources should also demonstrate their language capabilities (English and French) and degree of fluency (written, oral, and reading comprehension) within their CV. Along with the CV, the Bidders must complete Annex B Table M1 – Proposed Resources for each of the proposed Resources. Bidders may add additional rows to Table 1 to include all relevant information for each proposed Resource</p> <p>The Bidder must include a copy of the degree(s)/certification(s) received by each proposed resource.</p>		

<p>Proposed resource(s) for the Analysis &amp; Writing (Principal) and Analysis &amp; Writing categories must be able to demonstrate within his/her CV:</p> <ul style="list-style-type: none"><li>○ a minimum of an undergraduate degree in the social sciences (in a relevant discipline, including, but not limited to, history, native studies, anthropology; and</li><li>○ a minimum of forty-eight (48) months for the Analysis &amp; Writing (Principal) category and a minimum of thirty-six (36) months for the Analysis &amp; Writing category of full-time professional work experience (within the last 10 years) conducting Historical Research Services as described in Appendix D Statement of Work in the area of historical Aboriginal relations with the Crown. This includes, but is not limited to, Aboriginal grievances, Aboriginal litigation, specific claims, comprehensive claims, special claims, claims related to Indian Residential School and treaty negotiations.</li></ul> <p>All proposed resources for the Research Services category must be able to demonstrate within their CVs:</p> <ul style="list-style-type: none"><li>○ a minimum of an undergraduate degree in the social sciences (in a relevant discipline, including, but not limited to, history, native studies, anthropology; and</li><li>○ a minimum of twelve (12) months of full-time professional work experience (within the last 5 years) conducting Historical Research Services as described in Appendix D, Statement of Work in the area of historical Aboriginal relations with the Crown. This includes, but is not limited to, Aboriginal grievances, Aboriginal litigation, specific claims, comprehensive claims, special claims, claims related to Indian Residential School and treaty negotiations.</li></ul> <p>All proposed resources for the Research support category must be able to demonstrate within their CVs:</p> <ul style="list-style-type: none"><li>○ a minimum of eight (8) months of full-time, post-secondary education in the social sciences (in a relevant discipline, including, but not limited to, history, native studies, anthropology).</li><li>○ a minimum of twelve (12) months of full-time professional work experience (within the last five (5) years) conducting Historical Research Services as described in Appendix D Statement of Work in the area of historical Aboriginal relations with the Crown. This includes, but is not limited to, Aboriginal grievances, Aboriginal litigation, specific claims, comprehensive claims, special claims, claims related to Indian Residential School and treaty negotiations.</li></ul> <p>Where any one (1) of the Bidder's named resources is determined by AANDC to be non-compliant with any part of this Mandatory Requirement, the Bidder will be determined non-compliant for the purposes of this RFP.</p>		
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**FIRMS M2. Project Summaries**

At the Firm level, the Bidder must provide three (3) written project summaries of no more than 500 words per summary describing in detail the Bidder's experience in successfully providing Historical Research Services, as described in the Appendix D statement of Work within the past five (5) years (calculated on the closing date of the RFP). Project Summaries must be sufficiently detailed to enable TAG to assess the compliance of each submitted Project Summary against the evaluation factors below. All resources mentioned in the summaries must be proposed resources for the purpose of the standing offer.

The resource(s) proposed for the Research Analyst (Principal) work category must have been directly involved in this capacity in at least two (2) of the three (3) Project Summaries submitted.

All projects submitted by Bidders must be in direct relation to contracts that were entered into by the Bidder with the named client organization contained within the Project Summary.

Further, as evidence of compliance with M2, Bidders cannot use a proposed Resource's project experience obtained while working for or on behalf of another entity. Irrespective of the qualifications and experience of the proposed Resource, if the project was not contractually entered into and successfully completed by the Bidder, the project summary cannot be submitted as evidence of the Bidder's compliance with M2.

Project summary information must be provided in the format presented in Annex A – Team Project Summary and Reference Form. Failure to do so will result in the Bidder being determined non-compliant for the purposes of this RFP. AANDC reserves the right to contact the named client project authorities to verify the information contained within the submitted project summaries. In the event that any one cited client reference provides a negative response in regard to the veracity and/or accuracy of the information contained within the Bidder's submitted project summary, the Bidder's proposal will be deemed non-compliant, and will be given no further consideration.

<b>TECHNICAL PROPOSAL POINT RATED CRITERIA</b>			
	<b>Proposal Page Reference</b>	<b>WEIGHT</b>	
<p><b>FIRMS R1. Evaluation of Project Summaries</b></p> <p>The three (3) project summaries submitted will be evaluated on the basis of their relevance to TAG's requirements for Historical Services, as describe in Appendix D, Statement of Work, in breadth, nature, size, scope, complexity and approach.</p>		<b>/30</b>	<p>Up to ten (10) points per cited project summary, to a maximum of 30 points, based on the extent to which each cited Project Summary is relevant to Historical Research Services as described in Appendix D, Statement of Work. The following factors will be considered in determining the relevance of each Project Summary:</p> <p>Relevance of the nature of service, subject matter and client organization of the cited project relative to the Activity scope of work defined in the Appendix D, Statement of Work (up to 2.5 points/project):</p> <p>Relevance of the size, scale and complexity of the cited project relative to TAG's requirements as described in Appendix D, Statement of Work (up to 5 points/project) (up to 2.5 points/project).;</p> <p>Extent of the Bidder's involvement in the project, including methodology, approach and activities utilized in the cited project, relevant roles and responsibilities in the project (up to 2.5 points/project);</p> <p>Project outcome and results, relative to TAG's requirements as described in the RFP (up to 2.5 points/project).</p>

**TECHNICAL PROPOSAL  
POINT RATED CRITERIA**

	<b>Proposal Page Reference</b>	<b>WEIGHT</b>	
<p><b>FIRMS R2. Understanding and Proposed Approach and Methodology</b></p> <p>The Bidder should indicate, through a written description of no more than 1,500 words, its understanding of the role and purpose of the provision of the Historical Research Services within TAG as stated in Appendix D, Statement of Work, together with the Bidder's proposed approach and methodology to be utilized in the provision of said services to TAG under any resulting SOA.</p>		/20	<p>Up to 20 points overall based on the extent to which the Bidder demonstrates an understanding of TAG's requirements for the provision of services and the extent to which the Bidder's approach and methodology for the provision of services to TAG is rigorous, responsive and consistent with TAG's requirements, as described in Appendix D, Statement of Work. Points will be allocated based on the following factors:</p> <p>an understanding of TAG's general operational requirements and historical research requirements (up to 5 points);</p> <p>an approach and methodology that is consistent with the principles and practices of sound historical research, including investigation and analysis techniques, research planning, the preparation of clear, concise and objective historical reports, document/file summaries, report forms, and annotations; accurate source attribution; effective document management; (up to 10 points); and</p> <p>an approach and methodology that is consistent with sound project management, sound resource budgeting/scheduling, quality control and reporting practices(up to 5 points).</p>

**TECHNICAL PROPOSAL  
POINT RATED CRITERIA**

	<b>Proposal Page Reference</b>	<b>WEIGHT</b>	
<p><b>FIRMS R3. Corporate Approach to Conflict of Interest</b></p> <p>The Bidder should indicate, through a written description of no more than 750 words, its approach to both preventing and dealing with potential conflict of interest situations. Please include copies of any corporate material/ guidelines/ policy papers, addressing this issue.</p>		<b>/10</b>	<p>Up to the maximum ten (10) points based on the extent to which the Bidder demonstrates an understanding of conflict of interest situations and the extent to which the Bidder has developed and implemented guidelines both to prevent and handle potential conflict of interest situations. Points will be allocated based on the following factors:</p> <p>an understanding of potential conflict of interest situations within the context of TAG’s business line (land claims research and negotiations) (up to 5 points);</p> <p>an approach and methodology adopted by the firm to both prevent and handle potential conflict of interest situations together with evidence that these practices have been successfully employed in past projects (up to 5 points).</p>
<p><b>FIRMS R4. Corporate Approach to Records Management</b></p> <p>The Bidder should indicate, through a written description of no more than 750 words, its approach to records management. Please include copies of any corporate material/ guidelines/ policy papers, addressing this issue.</p>		<b>/10</b>	<p>Up to the maximum ten (10) points based on the extent to which the Bidder demonstrates a solid approach to records management.</p> <p>Points will be allocated based on the following factors:</p> <p>a comprehensive approach to records management outlining the approach and methodology adopted by the firm used to ensure the long-term security and safety of relevant electronic and hard-copy materials collected or produced during the life of a research project (up to 5 points);</p> <p>a comprehensive approach to information re-use (up to 5 points)</p>

	Proposal Page Reference	WEIGHT	
<b>FIRMS R5. Proposal Quality</b>		<b>/10</b>	Up to ten (10) points will be awarded for presenting Proposals in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by the following:  the narrative portions of the proposal are written in a clear, concise, and logical fashion (5 points);  the Proposal is ordered/structured to match the order and sequence of the mandatory and Point-Rated evaluation criteria within the RFP (3 points);  tabs are included between sections of the Proposal (2 points).
<b>TOTAL</b>		<b>/80</b>	
<b>PASS MARK: Bidders failing to achieve a minimum Point-Rated score of 70% or more overall on Point-Rated Criteria R1 to R5 (inclusive) will be deemed non-compliant and will not be evaluated on the basis of their Financial Proposal.</b>			

**FINANCIAL PROPOSAL**

	Proposal Page Reference	WEIGHT	EVALUATION FACTORS
<b>FIRMS R6. Price</b>  Bidders should indicate the applicable all-inclusive per diem rate (\$CAN) for a 8 hour day for each proposed resource during the term of the SOA. Quoted per diem rates which vary over the period of the SOA must be specified and will be evaluated on a weighted average basis.		<b>/40</b>	Full points will go to the Bidder with the lowest average all-inclusive per diem rate, and lesser points being awarded to all other Bidders on a prorated basis based on the percentage differential of their lowest average all-inclusive per diem rate from that of the Bidder with the lowest average all-inclusive per diem rate.
<b>TOTAL</b>		<b>/120</b>	
<b>PASS MARK: Bidders failing to achieve a minimum Point-Rated score of 70% or more overall on Point-Rated Criteria R1 to R6 (inclusive) will be deemed non-compliant and given no further consideration.</b>			

<b>STREAM 1b) – FIRMS - POLICY SUPPORT SERVICES</b>		
<b>TECHNICAL PROPOSAL MANDATORY REQUIREMENTS</b>		
	<b>Proposal Page Reference</b>	<b>Compliant (Yes/No)</b>
<p><b>Firms M1. Bidder’s Human Resource Capacity</b></p> <p>The Bidder must propose at least two resources of resources to conduct policy support services.</p> <p>Bidders must include within their Proposal a detailed curriculum vitae (CV) for each proposed resource named in their Proposal. CVs must include the date of birth of the proposed resources, relevant knowledge and work experience (chronologically indicated in years/months, e.g. May 2005 to March 2006, a detailed listing of the educational and professional designation attainments, and all other academic credentials for each proposed resources, in relation to TAG’s requirements as described in Appendix D. Statement of Work. As part of the work experience, the Bidder must give a brief description of the services provided, and for whom. The Resources should also demonstrate their language capabilities (English and French) and a degree of fluency (written, oral, and reading comprehension) within their CV. Along with the CV, the Bidder must complete Annex B Table M1 – Proposed Resources for each of the proposed Resources. Bidders may add additional rows to Table 1 to include all relevant information for each proposed Resource.</p> <p>The Bidder must include a copy of the degree(s)/certification(s) received by each proposed resource.</p> <p>All proposed resources must be able to demonstrate within his/her CV:</p> <ul style="list-style-type: none"> <li>○ a minimum of an undergraduate degree in the social sciences (in a relevant discipline, including, but not limited to, history, native studies, political science, anthropology, sociology or law); and</li> <li>○ a minimum of thirty-six (36) months of full-time professional work experience (within the last 10 years) conducting Policy Support, as described in Appendix D Statement of Work, related activities in the area of historical Aboriginal relations with the Crown. This includes, but is not limited to, Aboriginal grievances, Aboriginal litigation, specific claims, comprehensive claims, special claims, claims related to Indian Residential Schools, and treaty negotiations.</li> </ul> <p>Where any one (1) of the Bidder’s named resources is determined by AANDC to be non-compliant with any part of this Mandatory Requirement, the Bidder will be determined non-compliant for the purposes of this RFP.</p>		



**STREAM 1b) – FIRMS - POLICY SUPPORT SERVICES**

**TECHNICAL PROPOSAL  
MANDATORY REQUIREMENTS**

	<b>Proposal Page Reference</b>	<b>Compliant (Yes/No)</b>
<p><b>FIRMS M2. Project Summaries</b></p> <p>At the Firm level, the Bidder must provide three (3) written project summaries of no more than 500 words per summary describing in detail the Bidder’s experience in successfully providing Policy Support Services, as described in Appendix D, Statement of Work, within the past five (5) years (calculated on the closing date of the RFP). Project Summaries must be sufficiently detailed to enable TAG to assess the compliance of each submitted Project Summary against the evaluation factors below. All resources mentioned in the summaries must be proposed resources for the purpose of the standing offer.</p> <p>All projects submitted by Bidders must be in direct relation to contracts that were entered into by the Bidder with the named client organization contained within the Project Summary.</p> <p>Further, as evidence of compliance with M2, Bidders cannot use a proposed Resource’s project experience obtained while working for or on behalf of another entity. Irrespective of the qualifications and experience of the proposed Resource, if the project was not contractually entered into and successfully completed by the Bidder, the project summary cannot be submitted as evidence of the Bidder’s compliance with M2.</p> <p>Project summary information must be provided in the format presented in Annex A. Failure to do so will result in the Bidder being determined non-compliant for the purposes of this RFP.</p> <p>AANDC reserves the right to contact the named client project authorities to verify the information contained within the submitted project summaries. In the event that any one cited client reference provides a negative response in regard to the veracity and/or accuracy of the information contained within the Bidder’s submitted project summary, the Bidder’s proposal will be deemed non-compliant, and will be given no further consideration.</p>		

	<b>Proposal Page Reference</b>	<b>WEIGHT</b>	
<p><b>FIRMS R1. Evaluation of Project Summaries</b></p> <p>The 3 project summary submitted will be evaluated on the basis of their relevance to TAG’s requirements for Policy Support Services, as describe in Appendix D, Statement of Work, in breadth, nature, size, scope, complexity and approach.</p>		<b>/30</b>	<p>Up to ten (10) points per cited project summary, to a maximum of 30 points, based on the extent to which each cited Project Summary is relevant to Policy Support Services as described in Appendix D, Statement of Work. The following factors will be considered in determining the relevance of each Project Summary:</p> <p>Relevance of the nature of service, subject matter and client organization of the cited project relative to the Activity scope of work defined in the Appendix D, Statement of Work (up to 2,5 points/project);</p> <p>Relevance of the size, scale and complexity of the cited project relative to TAG’s requirements as described in Appendix D, Statement of Work (up to 2,5 points/project);</p> <p>Extent of the Bidder’s involvement in the project, including methodology, approach and activities utilized in the cited project, relevant roles and responsibilities in the project (up to 2,5 points/project);</p> <p>Project outcome and results, relative to TAG’s requirements as described in the RFP (up to 2,5 points/project).</p>
<p><b>FIRMS R2. Understanding and Proposed Approach and Methodology</b></p> <p>The Bidder should indicate, through a written description of no more than 1,500 words, its understanding of the role and purpose of the provision of the Policy Support Services within TAG as stated in Appendix D, Statement of Work, together with the Bidder’s proposed approach and methodology to be utilized in the provision of said services to TAG under any resulting SOA.</p>		<b>/20</b>	<p>Up to a maximum of 20 points based on the extent to which the Bidder demonstrates an understanding of TAG’s requirements for the provision of services and the extent to which the Bidder’s approach and methodology for the provision of services to TAG is rigorous, responsive and consistent with TAG’s requirements, as described in Appendix D, Statement of Work . Points will be allocated based on the following factors:</p> <p>an understanding of TAG’s general operational requirements and policy support requirements (up to 5 points);</p> <p>an approach and methodology that is consistent with the principles and practices of sound policy research, analysis and development, including investigation and analysis techniques, research planning, the preparation of clear, concise and objective reports; the provision of recommendations (up to 10 points); and</p> <p>an approach and methodology that is consistent with sound project management, sound resource budgeting/scheduling, quality control and reporting practices (up to 5 points).</p>
	<b>Proposal Page Reference</b>	<b>WEIGHT</b>	
<p><b>FIRMS R3. Corporate Approach to Conflict of Interest</b></p> <p>The Bidder should indicate, through a written description of no more than 750 words, its approach to both preventing and dealing with potential conflict of interest situations. Please include copies of any corporate material/</p>		<b>/10</b>	<p>Up to the maximum ten (10) points based on the extent to which the Bidder demonstrates an understanding of conflict of interest situations and the extent to which the Bidder has developed and implemented guidelines both to prevent and handle potential conflict of interest situations. Points will be allocated based on the following factors:</p>

<p>guidelines/ policy papers, addressing this issue.</p>			<p>an understanding of potential conflict of interest situations within the context of TAG's business line (land claims research and negotiations) (up to 5 points);</p> <p>an approach and methodology adopted by the firm to both prevent and handle potential conflict of interest situations together with evidence that these practices have been successfully employed in past projects (up to 5 points).</p>
<p><b>FIRMS R4. Corporate Approach to Records Management</b></p> <p>The Bidder should indicate, through a written description of no more than 750 words, its approach to records management. Please include copies of any corporate material/ guidelines/ policy papers, addressing this issue.</p>		<p><b>/10</b></p>	<p>Up to the maximum ten (10) points based on the extent to which the Bidder demonstrates a solid approach to records management.</p> <p>Points will be allocated based on the following factors:</p> <p>a comprehensive approach to records management outlining the approach and methodology adopted by the firm used to ensure the long-term security and safety of relevant electronic and hard-copy materials collected or produced during the life of a research project (up to 5 points);</p> <p>a comprehensive approach to information re-use (up to 5 points)</p>
<p><b>FIRMS R5. Proposal Quality</b></p>		<p><b>/10</b></p>	<p>Up to ten (10) points will be awarded for presenting Proposals in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by the following:</p> <p>the narrative portions of the proposal are written in a clear, concise, and logical fashion (5 points);</p> <p>the Proposal is ordered/structured to match the order and sequence of the mandatory and Point-Rated evaluation criteria within the RFP (3 points);</p> <p>tabs are included between sections of the Proposal (2 points).</p>
<p><b>TOTAL</b></p>		<p><b>/80</b></p>	
<p><b>PASS MARK: Bidders failing to achieve a minimum Point-Rated score of 70% or more overall on Point-Rated Criteria R1 to R5 (inclusive) will be deemed non-compliant and will not be evaluated on the basis of their Financial Proposal.</b></p>			

<b>FINANCIAL PROPOSAL</b>

	<b>Proposal Page Reference</b>	<b>WEIGH T</b>	<b>EVALUATION FACTORS</b>
<b>FIRMS R6. Price</b>  Bidders should indicate the applicable all-inclusive per diem rate (\$CAN) for a 8 hour day for each proposed resource during the term of the Standing Offer. Quoted per diem rates which vary over the period of the SOA must be specified and will be evaluated on a weighted average basis.		<b>/40</b>	Full points will go to the Bidder with the lowest all-inclusive rate, and lesser points being awarded to all other Bidders on a prorated basis based on the percentage differential of their all-inclusive rate from that of the Bidder with the lowest all-inclusive rate.
<b>TOTAL</b>		<b>/120</b>	
<b>PASS MARK: Bidders failing to achieve a minimum Point-Rated score of 70% or more overall on Point-Rated Criteria R1 to R6 (inclusive) will be deemed non-compliant and given no further consideration.</b>			

<b>STREAM 1c) – FIRMS – SURVEY INTERPRETATION AND TITLE SEARCHING</b>
<b>TECHNICAL PROPOSAL MANDATORY REQUIREMENTS</b>

	<b>Proposal Page Reference</b>	<b>Compliant (Yes/No)</b>
<p><b>FIRMS M1. Bidder’s Human Resource Capacity</b></p> <p>The Bidder must propose at least two resources to conduct Survey Interpretation and Title Searching.</p> <p>Bidders must include within their Proposal a detailed curriculum vitae (CV) for each proposed resource named in their Proposal. CVs must include date of birth of the proposed resources, relevant knowledge and work experience (chronologically indicated in years/months, e.g. May 2005 to March 2006), a detailed listing of the educational and professional designation attainments, and all other academic credentials for each proposed resource, in relation to TAG’s requirements as described in the Appendix D, Statement of Work. As part of the work experience, the Bidder must give a brief description of the services provided, and for whom. The Resources should also demonstrate their language capabilities (English and French) and degree of fluency (written, oral, and reading comprehension) within their CV. Along with the CV, the Bidder must complete Annex B Table M1 – Proposed Resources for each of the proposed Resources. Bidders may add additional rows to Table 1 to include all relevant information for each proposed Resource.</p> <p>The Bidder must include a copy of the degree(s)/certification(s) received by each proposed resource.</p> <p>All proposed resources must be able to demonstrate within his/her CV:</p> <ul style="list-style-type: none"> <li>○ a minimum of diploma in Law-related studies (the relevant program is Law Clerk, but is not limited to providing the relevant material is covered in related programs); and</li> <li>○ a minimum of thirty-six (36) months of full-time professional work experience (within the last 10 years) conducting Survey Interpretation and Title Searching, as described in Appendix D Statement of Work.</li> </ul> <p>Where any one (1) of the Bidder’s named resources is determined by AANDC to be non-compliant with any part of this Mandatory Requirement, the Bidder will be determined non-compliant for the purposes of this RFP.</p>		

<b>STREAM 1c) – FIRMS – SURVEY INTERPRETATION AND TITLE SEARCHING</b>
<b>TECHNICAL PROPOSAL MANDATORY REQUIREMENTS</b>

	<b>Proposal Page Reference</b>	<b>Compliant (Yes/No)</b>
<p><b>FIRMS M2. Project Summaries</b></p> <p>At the Firm level, the Bidder must provide three (3) written project summaries of no more than 500 words per summary describing in detail the Bidder’s experience (within the past 5 years) in successfully providing at least one (1) Survey Interpretation and at least one (1) Title Search as described in Appendix D, Statement of Work, within the past five (5) years (calculated on the closing date of the RFP). The third project summary can be the Bidder’s choice. Project Summaries must be sufficiently detailed to enable TAG to assess the compliance of each submitted Project Summary against the evaluation factors below.</p> <p>All resources mentioned in the summaries must be proposed resources for the purpose of the standing offer. All projects submitted by Bidders must be in direct relation to contracts that were entered into by the Bidder with the named client organization contained within the Project Summary.</p> <p>Further, as evidence of compliance with M2, Bidders cannot use a proposed Resource’s project experience obtained while working for or on behalf of another entity. Irrespective of the qualifications and experience of the proposed Resource, if the project was not contractually entered into and successfully completed by the Bidder, the project summary cannot be submitted as evidence of the Bidder’s compliance with M2.</p> <p>Project summary information must be provided in the format presented in Annex A. Failure to do so will result in the Bidder being determined non-compliant for the purposes of this RFP.</p> <p>AANDC reserves the right to contact the named client project authorities to verify the information contained within the submitted project summaries. In the event that any one cited client reference provides a negative response in regard to the veracity and/or accuracy of the information contained within the Bidder’s submitted project summary, the Bidder’s proposal will be deemed non-compliant, and will be given no further consideration.</p>		

**TECHNICAL PROPOSAL  
POINT-RATED CRITERIA**

	<b>Proposal Page Reference</b>	<b>WEIGHT</b>	<b>EVALUATION FACTORS</b>
<p><b>FIRMS R1. Evaluation of Project Summaries</b></p> <p>The 3 project summaries will be evaluated on the basis of their relevance to TAG's requirements for Survey Interpretation and Title Searching, as describe in Appendix D, Statement of Work, in breadth, nature, size, scope, complexity and approach.</p>		<p><b>/30</b></p>	<p>Up to ten (10) points per cited project summary, to a maximum of 30 points, based on the extent to which each cited Project Summary is relevant to Survey Interpretation and Title Searching as described in Appendix D, Statement of Work. The following factors will be considered in determining the relevance of each Project Summary:</p> <p>Relevance of the nature of service, subject matter and client organization of the cited project relative to the Activity scope of work defined in the Appendix D, Statement of Work (up to 2,5 points/project);</p> <p>Relevance of the size, scale and complexity of the cited project relative to TAG's requirements as described in Appendix D, Statement of Work (up to 2,5 points/project);</p> <p>Extent of the Bidder's involvement in the project, including methodology, approach and activities utilized in the cited project, relevant roles and responsibilities in the project (up to 2,5 points/project);</p> <p>Project outcome and results, relative to TAG's requirements as described in the RFP (up to 2,5 points/project).</p>

	Proposal Page Reference	WEIGHT	EVALUATION FACTORS
<p><b>FIRMS R2. Understanding and Proposed Approach and Methodology</b></p> <p>The Bidder should indicate, through a written description of no more than 1,500 words, its understanding of the role and purpose of the provision of Survey Interpretation and Title Searching within TAG as stated in Appendix D, Statement of Work, together with the Bidder's proposed approach and methodology to be utilized in the provision of said services to TAG under any resulting SOA.</p>		/20	<p>Up to a maximum of twenty (20) points based on the extent to which the Bidder demonstrates an understanding of TAG's requirements for the provision of services and the extent to which the Bidder's approach and methodology for the provision of services to TAG is rigorous, responsive and consistent with TAG's requirements, as described in Appendix D, Statement of Work . Points will be allocated based on the following factors:</p> <p>an understanding of TAG's general operational requirements and Survey Interpretation and Title Searching requirements (up to 5 points);</p> <p>an approach and methodology that is consistent with the principles and practices of sound research, analysis and development, including investigative and analysis techniques, research planning, the preparation of clear, concise and objective reports; (up to 10 points); and</p> <p>an approach and methodology that is consistent with sound project management, sound resource budgeting/scheduling, quality control and reporting practices, as it may apply to the work(up to 5 points).</p>
<p><b>FIRMS R3. Corporate Approach to Conflict of Interest</b></p> <p>The Bidder should indicate, through a written description of no more than 750 words, its approach to both preventing and dealing with potential conflict of interest situations. Please include copies of any corporate material/ guidelines/ policy papers, addressing this issue.</p>		/10	<p>Up to the maximum ten (10) points based on the extent to which the Bidder demonstrates an understanding of conflict of interest situations and the extent to which the Bidder has developed and implemented guidelines both to prevent and handle potential conflict of interest situations. Points will be allocated based on the following factors:</p> <p>an understanding of potential conflict of interest situations within the context of TAG's business line (land claims research and negotiations) (up to 5 points);</p> <p>an approach and methodology adopted by the firm to both prevent and handle potential conflict of interest situations together with evidence that these practices have been successfully employed in past projects (up to 5 points).</p>



<p><b>FIRMS R4. Corporate Approach to Records Management</b></p> <p>The Bidder should indicate, through a written description of no more than 750 words, its approach to records management. Please include copies of any corporate material/ guidelines/ policy papers, addressing this issue.</p>		<p><b>/10</b></p>	<p>Up to the maximum ten (10) points based on the extent to which the Bidder demonstrates a solid approach to records management.</p> <p>Points will be allocated based on the following factors:</p> <p>a comprehensive approach to records management outlining the approach and methodology adopted by the firm used to ensure the long-term security and safety of relevant electronic and hard-copy materials collected or produced during the life of a research project (up to 5 points);</p> <p>a comprehensive approach to information re-use (up to 5 points)</p>
<p><b>FIRMS R5. Proposal Quality</b></p>		<p><b>/10</b></p>	<p>Up to ten (10) points will be awarded for presenting Proposals in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by the following:</p> <p>the narrative portions of the proposal are written in a clear, concise, and logical fashion (5 points);</p> <p>the Proposal is ordered/structured to match the order and sequence of the mandatory and Point-Rated evaluation criteria within the RFP (3 points);</p> <p>tabs are included between sections of the Proposal (2 points).</p>
<p><b>TOTAL</b></p>		<p><b>/80</b></p>	
<p><b>PASS MARK: Bidders failing to achieve a minimum Point-Rated score of 70% or more overall on Point-Rated Criteria R1 to R5 (inclusive) will be deemed non-compliant and will not be evaluated on the basis of their Financial Proposal.</b></p>			

<b>FINANCIAL PROPOSAL</b>			
	<b>Proposal Page Reference</b>	<b>WEIGH T</b>	<b>EVALUATION FACTORS</b>
<p><b>FIRMS R6. Price</b></p> <p>Bidders should indicate the applicable all-inclusive per diem rate (\$CAN) for a 8 hour day for each proposed resource during the term of the Standing Offer. Quoted per diem rates which vary over the period of the SOA must be specified and will be evaluated on a weighted average basis.</p>		<b>/40</b>	<p>Full points will go to the Bidder with the lowest all-inclusive rate, and lesser points being awarded to all other Bidders on a prorated basis based on the percentage differential of their all-inclusive rate from that of the Bidder with the lowest all-inclusive rate.</p>
<b>TOTAL</b>		<b>/120</b>	
<p><b>PASS MARK: Bidders failing to achieve a minimum Point-Rated score of 70% or more overall on Point-Rated Criteria R1 to R6 (inclusive) will be deemed non-compliant and given no further consideration.</b></p>			

**STREAM 2a) – INDIVIDUALS- HISTORICAL RESEARCH SERVICES**

**TECHNICAL PROPOSAL  
MANDATORY REQUIREMENTS**

	<b>Proposal Page Reference</b>	<b>Compliant (Yes/No)</b>
<p><b>INDIVIDUALS M1. Proposed Resource</b></p> <p>The Bidder must include within their bid a detailed curriculum vitae (CV) for the qualified resource to complete the work in the following categories:</p> <p>Analysis and Writing resources; and Research Services resources; and Research Support resources.</p> <p>The CV must include the date of birth of the proposed resource, relevant knowledge and work experience (chronologically indicated in years/months, e.g. May 2005 to March 2006), a detailed listing of the educational and professional designation attainments, and all other academic credentials of the qualified resource, in relation to TAG’s requirements as described in Appendix D, Statement of Work. As part of the work experience, the Bidder must give a brief description of the services provided, and for whom. The Bidder should also demonstrate language capabilities (English and French) and degree of fluency (written, oral, and reading comprehension) within the CV. Along with the CV, the Bidder must complete Annex B Table M1 – Proposed Resource. Bidders may add additional rows to Table 1 to include all relevant information for the proposed Resource.</p> <p>The Bidder must include a copy of the degree(s)/certification(s) received by the proposed resource.</p> <p>The proposed resource must be able to demonstrate within his/her CV the following:</p> <ul style="list-style-type: none"> <li>○ a minimum of an undergraduate degree in the social sciences, in a relevant discipline, including, but not limited to, history, native studies, anthropology; and</li> <li>○ a minimum of thirty-six (36) months of full-time professional work experience (within the last 10 years) conducting Historical Research Services, as described in Appendix D Statement of Work, in the area of historical Aboriginal relations with the Crown. This includes, but is not limited to, Aboriginal grievances, Aboriginal litigation, specific claims, comprehensive claims, special claims, claims related to Indian Residential Schools, and treaty negotiations.</li> </ul>		

**STREAM 2a) – INDIVIDUALS- HISTORICAL RESEARCH SERVICES**

**TECHNICAL PROPOSAL  
MANDATORY REQUIREMENTS**

	<b>Proposal Page Reference</b>	<b>Compliant (Yes/No)</b>
<p><b>INDIVIDUALS M2. Project Summaries</b></p> <p>The Bidder must provide two (2) written project summaries of no more than 500 words per summary describing in detail the Bidder’s experience in successfully providing Historical Research Services, as described in Appendix D, Statement of Work, within the past five (5) years (calculated on the closing date of the RFP). Project Summaries must be sufficiently detailed to enable TAG to assess the compliance of each submitted Project Summary against the evaluation factors below. The summaries must demonstrate that the proposed resource has been directly involved in the project.</p> <p>All projects submitted by Bidders must be in direct relation to contracts that were entered into by the Bidder with the named client organization contained within the Project Summary. Further, as evidence of compliance with M2, Bidders cannot use a proposed Resource’s project experience obtained while working for or on behalf of another entity. Irrespective of the qualifications and experience of the proposed Resource, if the projects were not contractually entered into and successfully completed by the Bidder, the project summaries cannot be submitted as evidence of the Bidder’s compliance with M2.</p> <p>Project summary information must be provided in the format presented in Annex A. Failure to do so will result in the Bidder being determined non-compliant for the purposes of this RFP.</p> <p>AANDC reserves the right to contact the named client project authorities to verify the information contained within the submitted project summary. In the event that any one cited client reference provides a negative response in regard to the veracity and/or accuracy of the information contained within the Bidder’s submitted project summary, the Bidder’s proposal will be deemed non-compliant, and will be given no further consideration.</p>		

**TECHNICAL PROPOSAL  
POINT-RATED CRITERIA**

	Proposal Page Reference	WEIGHT	EVALUATION FACTORS
<p><b>INDIVIDUALS R1</b> <b>Project Summary</b></p> <p>The two project summaries submitted will be evaluated on the basis of their relevance to TAG's requirements for Historical Services, as describe in Appendix D, Statement of Work, in breadth, nature, size, scope, complexity and approach.</p>		<b>/30</b>	<p>Up to fifteen (15) points per cited project summary, to a maximum thirty (30) points based on the extent to which the cited Project Summaries are relevant to Historical Research Services as described in Appendix D, Statement of Work. The following factors will be considered in determining the relevance of the Project Summary:</p> <p>Relevance of the nature of service, subject matter and client organization of the cited project relative to the Activity scope of work defined in the Appendix D, statement of Work (up to 3.75 points/project):</p> <p>Relevance of the size, scale and complexity of the cited project relative to TAG's requirements as described in Appendix D, Statement of Work (up to 3.75 points/project);</p> <p>Extent of the Bidder's involvement in the project, including methodology, approach and activities utilized in the cited project, relevant roles and responsibilities in the project (up to 3.75 points/project);</p> <p>Project outcome and results, relative to TAG's requirements as described in the RFP (up to 3.75 points/project).</p>

	Proposal Page Reference	WEIGHT	EVALUATION FACTORS
<p><b>INDIVIDUALS R2 Understanding and Proposed Approach and Methodology</b></p> <p>The Bidder should indicate, through a written description of no more than 750 words, its understanding of the role and purpose of the provision of Historical Research Services within TAG as stated in Appendix D, Statement of Work, together with the Bidder's proposed approach and methodology to be utilized in the provision of said services to TAG under any resulting SOA.</p>		/20	<p>Up to a maximum of twenty (20) points based on the extent to which the Bidder demonstrates an understanding of TAG's requirements for the provision of services and the extent to which the Bidder's approach and methodology for the provision of services to TAG is rigorous, responsive and consistent with TAG's requirements, as described in Appendix D, Statement of Work. Points will be allocated based on the following factors:</p> <p>an understanding of TAG's general operational requirements and historical research requirements (up to 5 points);</p> <p>an approach and methodology that is consistent with the principles and practices of sound historical research, including investigation and analysis techniques, research planning, the preparation of clear, concise and objective historical reports, document/file summaries, report forms, and annotations; accurate source attribution; effective document management (up to 10 points); and</p> <p>an approach and methodology that is consistent with sound project management, sound resource budgeting/scheduling, quality control and reporting practices(up to 5 points).</p>
<p><b>INDIVIDUALS R3 Approach to Conflict of Interest</b></p> <p>The Bidder should indicate, through a written description of no more than 350 words, its approach to both preventing and dealing with potential conflict of interest situations. Please include copies of any corporate material/ guidelines/ policy papers, addressing this issue.</p>		/10	<p>Up to the maximum ten (10) point based on the extent to which the Bidder demonstrates an understanding of conflict of interest situations and the extent to which the Bidder has developed and implemented guidelines both to prevent and handle potential conflict of interest situations. Points will be allocated based on the following factors:</p> <p>an understanding of potential conflict of interest situations within the context of TAG's business line (land claims research and negotiations) (up to 5 points);</p> <p>an approach and methodology adopted by the individual to both prevent and handle potential conflict of interest situations together with evidence that these practices have been successfully employed in past projects (up to five (5) points).</p>

	<b>Proposal Page Reference</b>	<b>WEIGHT</b>	<b>EVALUATION FACTORS</b>
<p><b>INDIVIDUALS R4. Corporate Approach to Records Management</b></p> <p>The Bidder should indicate, through a written description of no more than 350 words, its approach to records management. Please include copies of any corporate material/ guidelines/ policy papers, addressing this issue.</p>		<b>/10</b>	<p>Up to the maximum ten (10) points based on the extent to which the Bidder demonstrates a solid approach to records management.</p> <p>Points will be allocated based on the following factors:</p> <p>a comprehensive approach to records management outlining the approach and methodology adopted by the firm used to ensure the long-term security and safety of relevant electronic and hard-copy materials collected or produced during the life of a research project (up to 5 points);</p> <p>a comprehensive approach to information re-use (up to 5 points)</p>
<p><b>INDIVIDUALS R5 Proposal Quality</b></p>		<b>/10</b>	<p>Up to ten (10) points will be awarded for presenting Proposals in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by the following:</p> <p>the narrative portions of the proposal are written in a clear, concise, and logical fashion (5 points);</p> <p>the Proposal is ordered/structured to match the order and sequence of the mandatory and Point-Rated evaluation criteria within the RFP (3 points);</p> <p>tabs are included between sections of the Proposal (2 points).</p>
<b>TOTAL</b>		<b>/80</b>	
<p><b>PASS MARK: Bidders failing to achieve a minimum Point-Rated score of 70% or more overall on Point-Rated Criteria R1 to R6 (inclusive) will be deemed non-compliant and will not be evaluated on the basis of their Financial Proposal.</b></p>			

**FINANCIAL POPOSAL**

	<b>Proposal Page Reference</b>	<b>WEIGHT</b>	<b>EVALUATION FACTORS</b>
<b>INDIVIDUALS R6. Price</b>  Bidders should indicate the applicable all-inclusive per diem rate (\$CAN) for a 8 hour day for the proposed resource during the term of the Standing Offer. Quoted per diem rates which vary over the period of the SOA must be specified and will be evaluated on a weighted average basis.		<b>/40</b>	Full points will go to the Bidder with the lowest average all-inclusive per diem rate, and lesser points being awarded to all other Bidders on a prorated basis based on the percentage differential of their lowest average all-inclusive per diem rate from that of the Bidder with the lowest average all-inclusive per diem rate.
<b>TOTAL</b>		<b>/120</b>	
<b>PASS MARK: Bidders failing to achieve a minimum Point-Rated score of 70% or more overall on Point-Rated Criteria R1 to R6 (inclusive) will be deemed non-compliant and given no further consideration.</b>			



<b>STREAM 2b) – INDIVIDUALS- POLICY SUPPORT SERVICES</b>		
<b>TECHNICAL PROPOSAL MANDATORY REQUIREMENTS</b>		
	<b>Proposal Page Reference</b>	<b>Compliant (Yes/No)</b>
<p><b>INDIVIDUALS M1. Proposed Resource</b></p> <p>The Bidder must include within their bid a detailed curriculum vitae (CV) for the qualified resource. The CV must include date of birth of the proposed resources, relevant knowledge and work experience (chronologically indicated in years/months, e.g. May 2005 to March 2006), a detailed listing of the educational and professional designation attainments, and all other academic credentials of the qualified resource, in relation to TAG’s requirements as described in Appendix D, Statement of Work. As part of the work experience, the Bidder must give a brief description of the services provided, and for whom The Bidder should also demonstrate its language capabilities (English and French) and degree of fluency (written, oral, and reading comprehension) within the CV. Along with the CV, the Bidder must complete Annex B Table M1 – Proposed Resource. Bidders may add additional rows to Table 1 to include all relevant information for the proposed Resource.</p> <p>The Bidder must include a copy of the degree(s)/certification(s) received by the proposed resource.</p> <p>The proposed resource must be able to demonstrate within his/her CV the following:</p> <ul style="list-style-type: none"> <li>○ a minimum of an undergraduate degree in the social sciences (in a relevant discipline, including, but not limited to, history, native studies, political science, anthropology, sociology or law); and</li> <li>○ a minimum of thirty-six (36) months of full-time professional work experience (within the last 10 years) conducting Policy Support Services, as described in Appendix D Statement of Work, in the area of historical Aboriginal relations with the Crown. This includes, but is not limited to, Aboriginal grievances, Aboriginal litigation, specific claims, comprehensive claims, special claims, claims related to Indian Residential Schools, and treaty negotiations.</li> </ul> <p>Where the Bidder is determined by AANDC to be non-compliant with any part of this Mandatory Requirement, the Bidder will be determined non-compliant for the purposes of this RFP.</p>		

	<b>Proposal Page Reference</b>	<b>Compliant (Yes/No)</b>
<p><b>INDIVIDUALS M2. Project Summaries</b></p> <p>The Bidder must provide two (2) written project summaries of no more than 500 words per summary describing in detail the Bidder’s experience in successfully providing Policy Support Services, as described in Appendix D, Statement of Work, within the past five (5) years (calculated on the closing date of the RFP). Project Summaries must be sufficiently detailed to enable TAG to assess the compliance of each submitted Project Summary against the evaluation factors below. The summaries must demonstrate that the proposed resource has been directly involved in the project.</p> <p>All projects submitted by Bidders must be in direct relation to contracts that were entered into by the Bidder with the named client organization contained within the Project Summary. Further, as evidence of compliance with M2, Bidders cannot use a proposed Resource’s project experience obtained while working for or on behalf of another entity. Irrespective of the qualifications and experience of the proposed Resource, if the projects were not contractually entered into and successfully completed by the Bidder, the project summaries cannot be submitted as evidence of the Bidder’s compliance with M2.</p> <p>Project summary information must be provided in the format presented in Annex A. Failure to do so will result in the Bidder being determined non-compliant for the purposes of this RFP.</p> <p>AANDC reserves the right to contact the named client project authorities to verify the information contained within the submitted project summary. In the event that any one cited client reference provides a negative response in regard to the veracity and/or accuracy of the information contained within the Bidder’s submitted project summary, the Bidder’s proposal will be deemed non-compliant, and will be given no further consideration.</p>		

<b>TECHNICAL PROPOSAL POINT-RATED CRITERIA</b>			
	<b>Proposal Page Reference</b>	<b>WEIGHT</b>	<b>EVALUATION FACTORS</b>
<p><b>INDIVIDUALS R1 Project Summary</b></p> <p>The two project summaries will be evaluated on the basis of their relevance to TAG's requirements for Policy Support Services, as describe in Appendix D, Statement of Work, in breadth, nature, size, scope, complexity and approach.</p>		<b>/30</b>	<p>Up to fifteen (15) points per cited project summary, to a maximum of (30) points, based on the extent to which the Project Summaries are relevant to Policy Support Services as described in Appendix D, Statement of Work. The following factors will be considered in determining the relevance of the Project Summary:</p> <p>Relevance of the nature of service, subject matter and client organization of the cited project relative to the Activity scope of work defined in the Appendix D, Statement of Work (up to 3.75 points);</p> <p>Relevance of the size, scale and complexity of the cited project relative to TAG's requirements as described in Appendix D, Statement of Work (up to 3.75 points);</p> <p>Extent of the Bidder's involvement in the project, including methodology, approach and activities utilized in the cited project, relevant roles and responsibilities in the project (up to 3.75 points);</p> <p>Project outcome and results, relative to TAG's requirements as described in the RFP (up to 3.75 points).</p>

<p><b>INDIVIDUALS R2</b> <b>Understanding and Proposed Approach and Methodology</b></p> <p>The Bidder should indicate, through a written description of no more than 750 words, its understanding of the role and purpose of the provision of Policy Support Services within TAG as stated in Appendix D, Statement of Work, together with the Bidder's proposed approach and methodology to be utilized in the provision of said services to TAG under any resulting SOA.</p> <p>To receive full points for a factor, the Bidder must provide evidence of an understanding, and approach and methodology that is rigorous, responsive and consistent with TAG's requirements, as described in the RFP.</p>		<p><b>/20</b></p>	<p>Up to twenty (20) points based on the extent to which the Bidder demonstrates an understanding of TAG's requirements for the provision of services and the extent to which the Bidder's approach and methodology for the provision of services to TAG is rigorous, responsive and consistent with TAG's requirements, as described in Appendix D, Statement of Work. Points will be allocated based on the following factors:</p> <p>an understanding of TAG's general operational requirements and Policy Support requirements (up to five (5) points);</p> <p>an approach and methodology that is consistent with the principles and practices of sound policy research, analysis and development, including investigation and analysis techniques, research planning, the preparation of clear, concise and objective reports, the provision of recommendation (up to 10 points); and</p> <p>an approach and methodology that is consistent with sound project management, sound resource budgeting/scheduling, quality control and reporting practices (up to 5 points).</p>
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**TECHNICAL PROPOSAL  
POINT-RATED CRITERIA**

	<b>Proposal Page Reference</b>	<b>WEIGHT</b>	<b>EVALUATION FACTORS</b>
<p><b>INDIVIDUALS R3 Approach to Conflict of Interest</b></p> <p>The Bidder should indicate, through a written description of no more than 350 words, its approach to both preventing and dealing with potential conflict of interest situations. Please include copies of any corporate material/ guidelines/ policy papers, addressing this issue.</p>		<b>/10</b>	<p>Up to the maximum ten (10) point based on the extent to which the Bidder demonstrates an understanding of conflict of interest situations and the extent to which the Bidder has developed and implemented guidelines both to prevent and handle potential conflict of interest situations. Points will be allocated based on the following factors:</p> <p>an understanding of potential conflict of interest situations within the context of TAG’s business line (land claims research and negotiations) (up to 5 points);</p> <p>an approach and methodology adopted by the individual to both prevent and handle potential conflict of interest situations together with evidence that these practices have been successfully employed in past projects (up to five (5) points).</p>
<p><b>INDIVIDUALS R4. Corporate Approach to Records Management</b></p> <p>The Bidder should indicate, through a written description of no more than 350 words, its approach to records management. Please include copies of any corporate material/ guidelines/ policy papers, addressing this issue.</p>		<b>/10</b>	<p>Up to the maximum ten (10) points based on the extent to which the Bidder demonstrates a solid approach to records management.</p> <p>Points will be allocated based on the following factors:</p> <p>a comprehensive approach to records management outlining the approach and methodology adopted by the firm used to ensure the long-term security and safety of relevant electronic and hard-copy materials collected or produced during the life of a research project (up to 5 points);</p> <p>a comprehensive approach to information re-use (up to 5 points)</p>

	<b>Proposal Page Reference</b>	<b>WEIGHT</b>	<b>EVALUATION FACTORS</b>
<b>INDIVIDUALS R5 Proposal Quality</b>		<b>/10</b>	<p>Up to ten (10) points will be awarded for presenting Proposals in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by the following:</p> <p>the narrative portions of the proposal are written in a clear, concise, and logical fashion (5 points);</p> <p>the Proposal is ordered/structured to match the order and sequence of the mandatory and Point-Rated evaluation criteria within the RFP (3 points);</p> <p>tabs are included between sections of the Proposal (2 points)</p>
<b>TOTAL</b>		<b>/80</b>	

**PASS MARK: Bidders failing to achieve a minimum Point-Rated score of 70% or more overall on Point-Rated Criteria R1 to R5 (inclusive) will be deemed non-compliant and will not be evaluated on the basis of their Financial Proposal.**

**FINANCIAL POPOSAL**

	<b>Proposal Page Reference</b>	<b>WEIGH T</b>	<b>EVALUATION FACTORS</b>
<b>INDIVIDUALS R6. Price</b>		<b>/40</b>	<p>Full points will go to the Bidder with the lowest all-inclusive rate, and lesser points being awarded to all other Bidders on a prorated basis based on the percentage differential of their all-inclusive rate from that of the Bidder with the lowest all-inclusive rate.</p>
<b>TOTAL</b>		<b>/120</b>	

**PASS MARK: Bidders failing to achieve a minimum Point-Rated score of 70% or more overall on Point-Rated Criteria R1 to R6 (inclusive) will be deemed non-compliant and given no further consideration.**

<b>STREAM 2c) – INDIVIDUALS – SURVEY INTERPRETATION AND TITLE SEARCHING</b>		
<b>TECHNICAL PROPOSAL MANDATORY REQUIREMENTS</b>		
	<b>Proposal Page Reference</b>	<b>Compliant (Yes/No)</b>
<p><b>INDIVIDUALS M1. Bidder’s Human Resource Capacity</b></p> <p>Bidders must include within their Proposal a detailed curriculum vitae (CV) for the proposed resource named in their Proposal. CVs must include date of birth of the proposed resource, relevant knowledge and work experience (chronologically indicated in years/months, e.g. May 2005 to March 2006), a detailed listing of the educational and professional designation attainments, and all other academic credentials, in relation to TAG’s requirements as described in the Appendix D, Statement of Work. As part of the work experience, the Bidder must give a brief description of the services provided, and for whom. The Bidder should also demonstrate language capabilities (English and French) and degree of fluency (written, oral, and reading comprehension) within the CV. Along with the CV, the Bidder must complete Annex B Table M1 – Proposed Resource. The Bidder may add additional rows to Table 1 to include all relevant information for the proposed Resource.</p> <p>The proposed resource must be able to demonstrate within his/her CV:</p> <ul style="list-style-type: none"> <li>○ a minimum of diploma in Law-related studies (the relevant program is Law Clerk, but is not limited to providing the relevant material is covered in related programs); and</li> <li>○ a minimum of thirty-six (36) months of full-time professional work experience (within the last 10 years) conducting Survey Interpretation and Title Searching, as described in Appendix D Statement of Work.</li> </ul> <p>The Bidder must include a copy of the degree(s)/certification(s) received by each proposed resource</p> <p>Where the Bidder is determined by AANDC to be non-compliant with any part of this Mandatory Requirement, the Bidder will be determined non-compliant for the purposes of this RFP.</p>		

	<b>Proposal Page Reference</b>	<b>Compliant (Yes/No)</b>
<p><b>INDIVIDUALS M2. Project Summaries</b></p> <p>The Bidder must provide two (2) written project summaries of no more than 500 words per summary describing in detail the Bidder’s experience in successfully providing at least one (1) Survey Interpretation and at least one (1) Title Search as described in Appendix D, Statement of Work, within the past five (5) years (calculated on the closing date of the RFP). Project Summaries must be sufficiently detailed to enable TAG to assess the compliance of each submitted Project Summary against the evaluation factors below. The summaries must demonstrate that the proposed resource has been directly involved in the project.</p> <p>All projects submitted by Bidders must be in direct relation to contracts that were entered into by the Bidder with the named client organization contained within the Project Summary. Further, as evidence of compliance with M2, Bidders cannot use a proposed Resource’s project experience obtained while working for or on behalf of another entity. Irrespective of the qualifications and experience of the proposed Resource, if the projects were not contractually entered into and successfully completed by the Bidder, the project summaries cannot be submitted as evidence of the Bidder’s compliance with M2.</p> <p>AANDC reserves the right to contact the named client project authorities to verify the information contained within the submitted project summaries. In the event that any one cited client reference provides a negative response in regard to the veracity and/or accuracy of the information contained within the Bidder’s submitted project summary, the Bidder’s proposal will be deemed non-compliant, and will be given no further consideration.</p>		



<b>TECHNICAL PROPOSAL POINT-RATED CRITERIA</b>			
	<b>Proposal Page Reference</b>	<b>WEIGHT</b>	<b>EVALUATION FACTORS</b>
<p><b>INDIVIDUALS R1. Evaluation of Project Summaries</b></p> <p>The two project summaries will be evaluated on the basis of their relevance to TAG's requirements for Survey Interpretation and Title Searching, as describe in Appendix D, Statement of Work, in breadth, nature, size, scope, complexity and approach.</p>		<p><b>/30</b></p>	<p>Up to fifteen (15) points per cited project summary, to a maximum of 30 points, based on the extent to which each cited Project Summary is relevant to Survey Interpretation and Title Searching as described in Appendix D, Statement of Work. The following factors will be considered in determining the relevance of each Project Summary:</p> <p>Relevance of the nature of service, subject matter and client organization of the cited project relative to the Activity scope of work defined in the Appendix D, Statement of Work (up to 3.75 points/project);</p> <p>Relevance of the size, scale and complexity of the cited project relative to TAG's requirements as described in Appendix D, Statement of Work (up to 3.75 points/project);</p> <p>Extent of the Bidder's involvement in the project, including methodology, approach and activities utilized in the cited project, relevant roles and responsibilities in the project (up to 3.75 points/project);</p> <p>Project outcome and results, relative to TAG's requirements as described in the RFP (up to 3.75 points/project).</p>

<p><b>INDIVIDUALS R2. Understanding and Proposed Approach and Methodology</b></p> <p>The Bidder should indicate, through a written description of no more than 750 words, its understanding of the role and purpose of the provision of Survey Interpretation and Title Searching within TAG as stated in Appendix D, Statement of Work, together with the Bidder’s proposed approach and methodology to be utilized in the provision of said services to TAG under any resulting SOA.</p>		<p><b>/20</b></p>	<p>Up to a maximum of 20 points based on the extent to which the Bidder demonstrates an understanding of TAG’s requirements for the provision of Survey Interpretation and Title Searching services and the extent to which the Bidder’s approach and methodology for the provision of services to TAG is rigorous, responsive and consistent with TAG’s requirements, as described in Appendix D, Statement of Work . Points will be allocated based on the following factors:</p> <ul style="list-style-type: none"> <li>an understanding of TAG’s general operational requirements and Survey Interpretation and Title Searching requirements (up to 5 points);</li> <li>an approach and methodology that is consistent with the principles and practices of sound research, analysis and development, including investigative and analysis techniques, research planning, the preparation of clear, concise and objective reports; (up to 10 points); and</li> <li>an approach and methodology that is consistent with sound project management, sound resource budgeting/scheduling, quality control and reporting practices, as it may apply to the work (up to 5 points).</li> </ul>
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<b>TECHNICAL PROPOSAL POINT-RATED CRITERIA</b>			
	<b>Proposal Page Reference</b>	<b>WEIGH T</b>	<b>EVALUATION FACTORS</b>
<p><b>INDIVIDUALS R3. Corporate Approach to Conflict of Interest</b></p> <p>The Bidder should indicate, through a written description of no more than 350 words, its approach to both preventing and dealing with potential conflict of interest situations. Please include copies of any corporate material/ guidelines/ policy papers, addressing this issue.</p>		<b>/10</b>	<p>Up to the maximum ten (10) points based on the extent to which the Bidder demonstrates an understanding of conflict of interest situations and the extent to which the Bidder has developed and implemented guidelines both to prevent and handle potential conflict of interest situations. Points will be allocated based on the following factors:</p> <p>an understanding of potential conflict of interest situations within the context of TAG’s business line (land claims research and negotiations) (up to 5 points);</p> <p>an approach and methodology adopted by the firm to both prevent and handle potential conflict of interest situations together with evidence that these practices have been successfully employed in past projects (up to 5 points).</p>
<p><b>INDIVIDUALS R4. Corporate Approach to Records Management</b></p> <p>The Bidder should indicate, through a written description of no more than 350 words, its approach to records management. Please include copies of any corporate material/ guidelines/ policy papers, addressing this issue.</p>		<b>/10</b>	<p>Up to the maximum ten (10) points based on the extent to which the Bidder demonstrates a solid approach to records management.</p> <p>Points will be allocated based on the following factors:</p> <p>a comprehensive approach to records management outlining the approach and methodology adopted by the firm used to ensure the long-term security and safety of relevant electronic and hard-copy materials collected or produced during the life of a research project (up to 5 points);</p> <p>a comprehensive approach to information re-use (up to 5 points)</p>

<p><b>INDIVIDUALS R5. Proposal Quality</b></p>		<p><b>/10</b></p>	<p>Up to ten (10) points will be awarded for presenting Proposals in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by the following:</p> <p>the narrative portions of the proposal are written in a clear, concise, and logical fashion (5 points);</p> <p>the Proposal is ordered/structured to match the order and sequence of the mandatory and Point-Rated evaluation criteria within the RFP (3 points);</p> <p>tabs are included between sections of the Proposal (2 points).</p>
<p><b>TOTAL</b></p>		<p><b>/80</b></p>	

**PASS MARK: Bidders failing to achieve a minimum Point-Rated score of 70% or more overall on Point-Rated Criteria R1 to R5 (inclusive) will be deemed non-compliant and will not be evaluated on the basis of their Financial Proposal.**

**FINANCIAL PROPOSAL**

	<p><b>Proposal Page Reference</b></p>	<p><b>WEIGHT</b></p>	<p><b>EVALUATION FACTORS</b></p>
<p><b>INDIVIDUALS R6. Price</b></p> <p>Bidders should indicate the applicable all-inclusive per diem rate (\$CAN) for a 8 hour day for each proposed resource during the term of the Standing Offer. Quoted per diem rates which vary over the period of the SOA must be specified and will be evaluated on a weighted average basis.</p>		<p><b>/40</b></p>	<p>Full points will go to the Bidder with the lowest all-inclusive rate, and lesser points being awarded to all other Bidders on a prorated basis based on the percentage differential of their all-inclusive rate from that of the Bidder with the lowest all-inclusive rate.</p>
<p><b>TOTAL</b></p>		<p><b>/120</b></p>	

**PASS MARK: Bidders failing to achieve a minimum Point-Rated score of 70% or more overall on Point-Rated Criteria R1 to R6 (inclusive) will be deemed non-compliant and given no further consideration.**

## ARTICLES OF AGREEMENT STANDING OFFER AGREEMENT

**Standing Offer Agreement Number** 20-12-6013

**File Number** 1632-11-20-12-6013

**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 at SOA 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 C-1 and titled "Terms of Payment – Fee Schedule" referred to herein at the "Fee Schedule".
  - 1.1.6 the document attached hereto as Appendix "D" and titled "Statement of Work", referred to herein as the Statement of Work
  - 1.1.7 the document attached hereto as Appendix "E" and titled "Intellectual Property", referred to herein as the Intellectual Property;
  - 1.1.8 the document attached as Appendix "F" and titled "Travel Expenses Information, referred to herein as the Travel Expenses Information.
- 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 **To be identified at SOA award**, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

**A3      STANDING OFFER AGREEMENT AMOUNT**

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

3.1.1    the sum of **N/A**.

3.1.2    a sum not to exceed **\$0.00**.

**A4      APPROPRIATE LAW**

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

**A5      DEPARTMENTAL REPRESENTATIVE**

5.1      For the purpose of the Standing Offer Agreement, the Minister hereby designates **To be identified at SOA 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.

**SIGNED, SEALED AND DELIVERED**

by \_\_\_\_\_ [Signing Authority Name] , [Signing Authority Title]

in the presence of \_\_\_\_\_

Date \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**

by \_\_\_\_\_ the Contractor

in the presence of \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX "A" - GENERAL CONDITIONS

### GC1. INTERPRETATION

#### 1.1 In the Contract,

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

### GC2 SUCCESSORS

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

### GC3 TIME OF THE ESSENCE

- 3.1 Time is of the essence of the Contract.
- 3.2 Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 3.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 3.4 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 3.5 Notwithstanding that the Contractor has complied with the requirements of GC3.3, Her Majesty may exercise any right of termination contained in GC6.

#### **GC4 INDEMNIFICATION**

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

#### **GC5 NOTICES**

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

#### **GC6 TERMINATION OR SUSPENSION**

- 6.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 6.2 All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 6.3 In addition to the amount which the Contractor shall be paid under GC6.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 6.4 Payment and reimbursement under the provisions of GC6 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 6.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 6.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC6 except as expressly provided therein.

#### **GC7 TERMINATION DUE TO DEFAULT OF CONTRACTOR**

- 7.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:



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

#### **GC8 ACCOUNTS AND AUDITS**

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

#### **GC9 CONFLICT OF INTEREST**

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

#### **GC10 CONTRACTOR STATUS**

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

**GC11    WARRANTY BY CONTRACTOR**

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

**GC12    AMENDMENTS**

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

**GC13    ENTIRE AGREEMENT**

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

## APPENDIX 'B' - SUPPLEMENTARY CONDITIONS

### SC1 RELEASE AND DISCLOSURE OF PROPRIETARY, PERSONAL AND THIRD PARTY INFORMATION

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

### SC2 SALES TAX

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

### SC3 IDENTIFICATION/ACCESS CARD

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

### SC4 OFFICIAL LANGUAGES

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

### SC5 NON-RESIDENTS WHO PERFORM SERVICES IN CANADA

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

### SC6 CRIMINAL CODE OF CANADA

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

**SC7      GENDER-BASED ANALYSIS**

- 7.1      The Contractor shall, where applicable, consult and adhere to, the DIAND Gender-Based Analysis Policy and the DIAND Gender-Based Analysis Guide. Contractors can access the DIAND Gender-Based Analysis Policy and Guide via the Internet at: <http://www.ainc-inac.gc.ca/ai/gba/gnd-eng.asp>.
- 7.2      Contractors who carry out work on behalf of DIAND shall observe the DIAND Gender-Based Analysis Policy requiring that a gender-based analysis be integrated in all of DIAND's work carried out by its employees and for services performed by Contractors on its behalf. This requirement includes the development and implementation of departmental policies, programs, communication plans, regulations, and legislation; consultations and negotiations (including but not limited to self-government and land claims, treaty land entitlement and devolution) and instructions and strategies on research, dispute-resolution, and litigation.
- 7.3      Where gender-based issues arise as a direct result of the Contract Work, solutions shall be developed and implemented by the Contractor to prevent and remedy the issue. Where gender-based issues cannot be fully addressed by the Contractor, the Contractor shall inform the Departmental Representative in a timely fashion via written documentation.

**SC8      CERTIFICATION - CONTINGENCY FEES**

- 8.1      The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 8.2      All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
- 8.3      If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract or recover from the Contractor by way of reduction to the Contract price or otherwise the full amount of the contingency fee.
- 8.4      In this section:
- 8.4.1      "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.
- 8.4.2      "employee" means a person with whom the Contractor has an employer/employee relationship.
- 8.4.3      "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

**SC9      FORMER PUBLIC SERVANTS**

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

**SC10 STANDING OFFER**

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

**SC11 INTELLECTUAL PROPERTY**

AADNC has determined that any Intellectual Property arising from the performance of the Work under the SOA will vest in Canada for the following reason: statutes, regulations or prior obligations of Canada to a third party or parties preclude Contractor ownership of the Intellectual Property Rights in Foreground Information.

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

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

**SC13 SPECIFIC INDIVIDUALS**

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

**SC14 PERSONNEL REPLACEMENT AND SUBSTITUTIONS**

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

- 14.7 In any event that the Contractor is unable to provide the services of a resource that is of similar or greater ability or attainment and is acceptable to the DIAND Departmental Representative, DIAND reserves the right to terminate the Standing Offer Agreement.

#### **SC15 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE**

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

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

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

#### **SC16 OPTION TO EXTEND STANDING OFFER AGREEMENT**

- 16.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by three (3) additional one (1) year periods under the same terms and conditions.
- 16.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Standing Offer Agreement expiry date.
- 16.3 The Contractor agrees that, during the extended period the Standing Offer Agreement, the rates/prices will be in accordance with the provisions of the Standing Offer Agreement.

#### **SC17 COST LIMITATIONS**

- 17.1 **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.
- 17.2 **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.

#### **SC18 SUBCONTRACTS**

1. The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. In any other instance, the Contractor must obtain the prior consent in writing of the Contracting Authority. The Contracting Authority may require the Contractor to provide such particulars of the proposed subcontract as he considers necessary.
2. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.

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3. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority requires or agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

### SC19 Federal Contractors Program for Employment Equity

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

### SC20 SECURITY REQUIREMENTS FOR CANADIAN SUPPLIER

- 1 The Contractor/Offeror must, at all times during the performance of Contract/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).

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

- 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**.
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 Checklist and security guide (if applicable), attached at Annex
  - (b) Industrial Security Manual (Latest Edition)

### SC21 SECURITY REQUIREMENTS FOR CANADIAN SUPPLIER-

- 1 The Contractor/Offeror must, at all times during the performance of Contract/Standing Offer, hold a valid **Facility Security Clearance at the level of Secret** with approved Document Safeguarding at the level of **SECRET** issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to **CLASSIFIED** information, assets or sensitive work site (s) must **EACH** hold a valid **SECRET**, granted or approved by the Canadian Industrial Security directorate (CISD), Public Works and Government Services Canada (PWGSC).

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3. The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store **SECRET** 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 **SECRET**.
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 Checklist and security guide (if applicable), attached at Annex
  - (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/day to a maximum of 0 days .....\$0.00

Miscellaneous expenses directly related to the work under this agreement as may be authorized by the Departmental Representative, reimbursed at cost, without mark-up, upon submission and acceptance of invoices and/or a Statement of Expenses, to a maximum amount of .....\$0.00

Actual and reasonable travel expenses for transportation, accommodation, meals and incidentals incurred by the Contractor as may be authorized by the Departmental Representative to a maximum amount of .....\$0.00

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

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

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

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

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

**TP4 For Standing Offer Agreements with miscellaneous expense provisions in TP1 of the Terms of Payment:** The reimbursement of the miscellaneous expenses as authorized under TP1 shall be contingent upon the submission by the Contractor of invoices supporting such expenses as applicable, and/or a Statement of Expenses which shall set out the purpose and cost of each expense incurred.

**TP5 For Standing Offer Agreements with travel expense provisions in TP1 of the Terms of Payment:** The travel and accommodation expenses shall not exceed the charges allowed in the current issue of the Treasury Board Travel Directive as set out in the attached "Travel Expenses Information". These expenses shall be substantiated to the satisfaction of the Departmental Representative with the supporting documents required by the said Directive.

**TP6 For Standing Offer Agreements with miscellaneous and travel expense provisions in TP1 of the Terms of Payment:** The respective allowances for miscellaneous expenses and for travel expenses are estimates only, and where the cumulative expenses incurred under one of these two allowances exhaust and thereafter exceed the stated maximum, the overage may be paid out of the balance of funds remaining in the other allowance.

Notwithstanding the foregoing, the Contractor must, in advance of the required draw against the other allowance, advise the Departmental Representative and obtain his/her concurrence that the expenses requiring this action are necessary to the conduct of the work. All such expenses must be substantiated by receipts or statement of expenses in accordance with the instructions set out herein.

**TP7** 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.

**TP8** Payment will be issued to the Contractor 30 days after the work (or part thereof, where provided for under 0) 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%.

**TP9** 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.

**TP10** 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.

**TP11 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) REGISTRANTS AND NON-REGISTRANTS**

11.1 **GST or HST Registrants:** Any amount levied against Her Majesty in respect of the federal Goods and Services Tax (GST) or Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy shall be paid from the Government of Canada Refundable Advance Account to the Contractor in addition to the amounts paid from the departmental appropriation for the work done. The Contractor agrees to remit the GST or HST to the Canada Customs and Revenue Agency.

or,

11.2 **Non GST or HST Registrants:** Any amount to be levied by a non-GST or HST Registrant against Her Majesty in respect of the federal Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy and the amounts for the work done shall be paid directly from the departmental appropriation to the Contractor.

**TP12 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS**

**12.1 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.

**12.2 Invoicing Instructions**

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

To be identified at SOA award

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

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

- a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number or Business Number (BN), as well as the address and the postal code;
- b) the status of the Contractor, i.e. individual, unincorporated business, or corporation;

- c) for individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST) Harmonized Sales Tax (HST) number; for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and
- d) 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 0 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.

**APPENDIC C-1 – Terms of Payment - Fee Schedule Tables**

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

Failure on the part of the Bidder to provide the information required within the Financial Proposal Table(s) will result in AANDC deeming the Bidder’s Proposal to be non-compliant, with the Proposal being given no further consideration by AANDC.

For evaluation purposes, the rates, as indicated below, will be used to derive the Bidder’s price rating. Fixed per diem rates MUST be inclusive of all payroll, overhead costs and profits required to complete the work. Note: Fixed per diem rates are not to be quoted as ranges. Rates should not include such things as travel and administrative expenses or GST/HST.

Work Categories – Fixed Per Diem Rates : Bidders MUST indicate the applicable all-inclusive fixed per diem rate (CAD) for a 8 hour day, per Work Category for their proposed Resource(s) during the term of the SOA as follow:

**FIRMS**

<b>PROPOSED WORK ACTIVITIES AND CATEGORIES</b>	<b><u>PER DIEM RATES (CAD)</u> UPON AWARD to March 31, 2015</b>	<b><u>PER DIEM RATES (CAD)</u> Option Year 1</b>	<b><u>PER DIEM RATES (CAD)</u> (Option Year 2)</b>	<b><u>PER DIEM RATES (CAD)</u> (Option Year 3)</b>
Analysis and Writing (Principal)	*\$	as per CPI	as per CPI	as per CPI
AND Analysis & Writing	*\$	as per CPI	as per CPI	as per CPI
AND Research Services	*\$	as per CPI	As per CPI	as per CPI
AND Research Support	*\$	as per CPI	as per CPI	as per CPI
OR Policy Services	*\$	as per CPI	as per CPI	as per CPI
OR Survey Interpretation and Title Searching	*\$	as per CPI	As per CPI	as per CPI
<b><u>TOTAL AVERAGE ALL-INCLUSIVE PER DIEM RATE*</u></b>				

**Individuals**

<b><u>PROPOSED WORK ACTIVITIES AND CATEGORIES</u></b>	<b><u>PER DIEM RATE(S) (CAN\$)</u> Upon Award to March 31 2015</b>	<b><u>PER DIEM RATES (CAD)</u> Option Year 1</b>	<b><u>PER DIEM RATES (CAD)</u> (Option Year 2)</b>	<b><u>PER DIEM RATES (CAD)</u> (Option Year 3)</b>
Analysis & Writing	* \$	as per CPI	as per CPI	as per CPI
AND Research Services	* \$	as per CPI	as per CPI	as per CPI
AND Research Support	*\$	as per CPI	As per CPI	as per CPI
OR Policy Services	*\$	as per CPI	as per CPI	as per CPI
OR Survey Interpretation and Title Searching	* \$	as per CPI	as per CPI	as per CPI

<b><u>AVERAGE ALL- INCLUSIVE PER DIEM RATE*</u></b>	<b>*\$</b>	as per CPI	As per CPI	as per CPI

**Note: \* These rates will be calculated by the AANDC Contracting Authority for Financial Evaluation Purposes Only.**

Within each Individual Suppliers, the Bidder's average all-inclusive per diem rate will be used for evaluation purposes, with full points going to the Bidder with the lowest average all-inclusive per diem rate, and fewer points being awarded to all other Bidders on a prorated basis based on the percentage differential of their rate from that of the Bidder with the lowest rate. The calculation used to determine points for all other Bidders (other than the lowest) will be as follows: (Lowest average all-inclusive per diem rate / Bidder's average all-inclusive per diem rate) X 40 points.

Within each Individual Suppliers, the Bidder's average all-inclusive per diem rate will be used for evaluation purposes, with full points going to the Bidder with the lowest average all-inclusive per diem rate, and fewer points being awarded to all other Bidders on a prorated basis based on the percentage differential of their rate from that of the Bidder with the lowest rate. The calculation used to determine points for all other Bidders (other than the lowest) will be as follows: (Lowest average all-inclusive per diem rate / Bidder's average all-inclusive per diem rate) X 40 points

Work Categories per diem rates are firm to Upon award to March 31, 2015, thereafter, per diem rates quoted in the first period of the SOA ending March 31, 2015 may be increased or decreased by an amount equal to the Consumer Price Index for Canada, all-items CPI, not seasonally adjusted, published in Statistics Canada Catalogue No. 62-001-X, Table 5, in accordance with the following formula, rounded to the nearest two decimals:

Escalation in percentage =  $((A/B) - 1) \times 100$       Where:

A = average of the monthly CPI for Canada, for the 12 months ending three months preceding the start date of the new Standing Offer one (1) year period;

B = average of the monthly CPI for Canada for the 12 months ending 15 months preceding the start date of the new Standing Offer one (1) year period.

a) The CPI adjustment will be calculated automatically by the Contracting Authority for each one (1) year periods of the SOA following March 31<sup>st</sup>, 2015.

b) The contractor can request the Contracting Authority to be notified of the escalation of his own rates, within the fifty (50) calendar days prior to every one (1) year period of the SOA following March 31, 2015.

c) Should the completion of work authorized by a call-up be delayed for a reason not authorized or agreed to by AANDC, AANDC reserves the right not to adjust the contractor's rates to the CPI.

## APPENDIX D STATEMENT OF WORK

### SW1 TITLE

- 1.1 **Historical Research; Policy Support; and, Survey Interpretation and Title Searching Services – Standing Offer Agreements**

### SW2 BACKGROUND

- 2.1 AANDC has the primary, but not exclusive, responsibility for meeting the federal government's constitutional, treaty, political, and legal responsibilities to Aboriginal peoples and Northerners. Under this mandate, AANDC is responsible for the planning, design, implementation, and assessment of policies and the delivery of a variety of programs and services to Aboriginal and Northern peoples and communities.
- 2.2 Key responsibilities of the Treaties and Aboriginal Government Sector (TAG) are to:
- manage the negotiation and settlement of comprehensive, special and specific claims;
  - lead in developing claims and policy frameworks to guide negotiations;
  - put in place comprehensive land claim and self-government agreements; and
  - research and provide funding support for negotiation of comprehensive land claims, special claims, specific claims and self-government agreements.
- 2.3 Given the highly specialized nature of the requirement and the specialized skill sets required by TAG to meet its program requirements, AANDC requires external Contractor services to provide **Historical Research; Policy Support; and, Survey Interpretation and Title Searching Services** in order to supplement the TAG's expertise and knowledge.
- 2.4 The work occurring within the intended SOA(s) will be on a recurring basis subject to the as-and-when timing of the requirements

### SW3 SCOPE OF WORK

#### 3.1 Supplier Types

**Firm:** Qualified firms/organizations capable of supplying teams of Resources at varying levels of experience and expertise to provide all of AANDC's required Work Categories (as identified in SW6 'Contractor Resource Requirements'), within the Activity Type (s) in which the Contractor has qualified.

**Individual:** Qualified individual practitioners capable of supplying one (1) Resource to provide all of AANDC's required Resource Categories (as identified in SW6 'Contractor Resource Requirements'), within the Activity Type(s) in which the Contractor has qualified.

#### 3.2 Activity Types

While individual requirements will be specified in each Call-up, the Contractor shall carry out the work outlined below, but not limited to, within the Activity Type the Contractor has qualified, and provide the required deliverable(s), in accordance with SW7 'Deliverables', to the satisfaction of the AANDC Departmental Representative.

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

##### 3.2.1 Historical Research Services Categories:

###### Analysis and Writing

Analyse, assess and prepare research reports.

Prepare a research plan; identify alternative or additional sources of information, and their potential usefulness in addressing the claim/issue under consideration.

Write a Historical Report and/or an Executive Summary highlighting key documents of the research findings in accordance with the sample format required by the Departmental Representative. These papers must be finalized after it has been reviewed by the Departmental Representative, incorporating any changes requested by the Departmental Representative.

Prepare other assessment and analysis documents as requested by the Departmental Representative. Prepare any useful analytical appendices as directed by Departmental Representative.

Advise the Departmental Representative IMMEDIATELY of any issue which, for any reason, presents difficulties for research. The Contractor shall submit a written description of efforts made to overcome the problem.

Brief the Departmental Representative orally or in writing, as requested, on the progress of the research, the findings, associated problems, any new factual issues that have arisen, other relevant areas of consideration, and additional essential research needed, (scope, time frame of conducting it, potential sources, etc., that is required to address new issues). As requested, present copies of the work conducted to date.

#### Research Services

Conduct primary and secondary research and collect documents.

Review/read previously identified departmental files, archival files and/or other primary and secondary source materials to identify relevant documents and information.

Review/read various AANDC and/or other federal government electronic files or computerized information systems to identify relevant documents and information. Systems include, but are not limited to, Community Profiles, Indian Registration System, Indian Lands Registry System, Departmental Library online systems and Land Sales System.

Identify/flag and retrieve specific documents pertaining to particular issues or topics identified as being of relevance to comprehensive, specific and special claims actions or historical queries.

#### Research Support

Organize sets of documents, as directed by the Departmental Representative.

Label each document for source electronically.

Prepare an annotated index of the documents collected as requested.

Prepare any necessary or useful appendices of related information and a separate index for these appendices.

Prepare document indices as directed by Departmental Representative.

Prepare copies of maps coded to show such information as is necessary or relevant, as requested.

Transcribe difficult-to-read documents.

Scan all documents required by the Departmental Representative by using Adobe Acrobat 8 Professional or as directed by Departmental Representative.

Once documents are scanned, create bookmarks for each document as specified by Departmental Representative.

Conduct proofreading of research material, reports, indices, etc.

Prepare a CD/DVD-ROM presenting all documentation required by Departmental Representative or as arranged by Departmental Representative.

Perform quality control activities for databases, including review and editing of the data entered, to ensure accuracy and adherence to the protocols and standards.

Load and attach scanned documents to relevant/related databases.

Perform quality control of scanned images.

Perform other Research Support functions, as requested by the Departmental Representative.

**3.2.2 Policy Support Services:** to research and analyze Aboriginal and claim policies and associated frameworks, analyze information and data, develop policy recommendations, prepare data and document analysis reports to assist in understanding the historical or anticipated impact on social, economic and environmental aspects of life in Aboriginal and Northern communities to support policy development / re-design and evaluation, and provide document management support to meet the needs of parties interested in conducting research or assessing policies. To liaise with subject matter specialists and stakeholders. To prepare analytical reports describing background and laying out options including advantages and disadvantages of each option and provide recommendation.

**3.2.3 Survey Interpretation and Title Searching:** to provide background material on the Surveyors, accepted practices and the affecting *Acts* and statutes of the time period under review in a clear and concise report. To research, analyze, obtain and interpret surveys in all stages of completion. To locate and retrieve copy(ies) of land title(s) or to provide a Title Abstract between the date(s) requested, regarding the lots or lands in question, providing copies of the supporting material.

#### **SW4 DELIVERABLES**

- 4.1 All written material shall be provided in hard and/or soft copy as requested by the Departmental Representative and prepared in accordance with the instructions provided by the Departmental Representative. Unless otherwise specified, the soft copy shall be provided in the current version of AANDC's approved desktop software (currently PC-based Microsoft Office [Microsoft Word]). All databases shall also be provided in electronic copy in a format compatible with the current version of AANDC's approved desktop software (compatible with Microsoft Office).
- 4.2 Scanned documents will be prepared using Adobe Acrobat Professional 8 as the minimum standard or as directed by the Departmental Representative.
- (a) The resolution should be set to 300 dpi for all documents.
- (b) For hard to read / illegible documents and maps, the grayscale or colour option should be utilized.
- 4.3 Deliverables should be provided in electronic format on CD / DVD-ROM or as arranged with the Departmental Representative.
- 4.4 In accordance with the activities defined in SW3 'Scope of Work' and the specific requirements of any Call-up drawn up under the SOA, deliverables under any resulting Call-up may include, but are not limited to:
- Research Plans (including sources, and completion time lines);
  - Research and/or Analytical Reports on specified questions, topics or issues of interest to the Department;
  - Compilation of key documents as source material, bibliography and document collection for future use by the Department (this may include annotation and/or summation);
  - Records researched document indices;
  - Updated databases and/or completed input documents for the Departmental document management system;
  - Research standards and/or protocols;
  - Transcriptions of illegible/hard to read documents;
  - Literature Review Summaries;
  - Conceptual Frameworks to identify strengths, weaknesses, gaps and areas for improvement related to Aboriginal and claim policies;
  - Policy Recommendations;
  - Data and Document Analysis Reports; and
  - Related Research Analysis, Writing and Support Services deliverables.
- 4.5 Specified deliverable submission dates, content and format will be specified by AANDC, as required, at the time of each defined task under the resulting Call-up.

#### **SW5 REPORTING REQUIREMENTS**

- 5.1 The Contractor shall facilitate and maintain regular communication with the Departmental Representative regarding the progress of work completed under any resulting Call-up(s) under the SOA. Specific Contractor reporting requirements and obligations will be further identified by AANDC, as required, within each Call-up.
- 5.2 Upon request from the AANDC Departmental Representative, the Contractor shall provide ad hoc written or oral status updates relating to any work in progress under any Call-up.



- 5.2 In addition, the Contractor shall immediately notify the Departmental Representative of any issues, problems, or areas of concern that could adversely affect the ability of the Contractor to complete the work specified under any Call-up.

## **SW6 CONTRACTOR RESOURCE REQUIREMENTS**

### **6.1 The Contractor shall provide the services of the Resource(s) named in the Contractor's Proposal, as accepted by AANDC, to perform the work.**

- 6.1.1 For Individual Suppliers, and within the Service Stream(s) the Contractor has qualified,; the Contractor shall be required to provide the services of the Resource named in the Contractor(s) Proposal to meet the service needs of all the requisite Resource Categories within a single Call-up.
- 6.1.2 For Firm Suppliers, and within the Service Stream(s) the Contractor has qualified, the Contractor shall be required to provide any number of Resources within one or more of the Activity Type within a single Call-up.
- 6.2 Any cost associated with the replacement of personnel shall be at the Contractor's expense.**
- 6.2.1 Should the Contractor at any time be unable to provide the services of the Resource(s) named in a Call-up, the Contractor shall be responsible for providing, at the same cost, replacement personnel who shall have similar or greater ability or attainment, and who shall be acceptable to the Departmental Representative.
- 6.2.2 In advance of the date upon which any replacement Resources are to commence work, the Contractor shall notify the Departmental Representative, in writing, of the reason for the unavailability of the Resource(s) named in the Contractor(s) Proposal. The Contractor shall then provide to the Departmental Representative the name(s) and detailed curriculum vitae (CV) of the qualifications and experience of the proposed replacement Resources. Proposed replacement Resources will be evaluated by AANDC on the basis of the minimum qualifications and Resource requirements outlined in the SOW.
- 6.2.3 Proposed replacement Resources shall meet or exceed the experience, education, knowledge, skills and abilities requirements of the Resource that they are proposed to replace. Should the proposed replacement Resource not meet or exceed the ability/attainment of the Resource that they are proposed to replace, AANDC reserves the right to refuse the proposed replacement Resource.
- 6.2.4 Under no circumstances shall the Contractor allow performance of the services by replacement Resources that have not been duly authorized by the Departmental Representative.
- 6.2.5 AANDC reserves the right to direct the Contractor to undertake replacements of his or her resources should deployed Contractor resources not meet (in AANDC's exclusive opinion) the Department's skills and abilities expectations. Contractor should not replace resource without express and prior written authorization of the Departmental Representative.
- 6.2.6 AANDC requires that effective and continuous control be maintained throughout the duration of the SOA. The Contractor is required to provide replacement Resources, the Contractor shall warrant that it will provide the required support to ensure a smooth transition from one Resource to another. This may require the incumbent Resource to provide coaching and support to the replacement Resource(s) for up to five (5) days, as determined by the Departmental Representative, at the sole expense of the Contractor.
- 6.2.7 Any replacement Resource(s) approved by AANDC shall be available to commence work within seven (7) calendar days of the Contractor being notified by the Departmental Representative.
- 6.2.8 In any event that the Contractor is unable to provide the services of a Resource that is of similar or greater ability or attainment and is acceptable to the Departmental Representative, AANDC reserves the right to issue the Call-up to another qualified Contractor.

## **SW7 PERFORMANCE AND QUALITY STANDARDS**

In providing Services to AANDC, the Contractor shall, at a minimum, conform to the following performance standards and quality assurance requirements:

- 7.1 **Efficient time management:** At the issuance of each Call-up, AANDC will establish with the Contractor a schedule of milestones and reporting for the work to be completed on the basis of its congruence with the conditions of the Call-up. The Contractor shall deliver the services by the deadlines established by the AANDC Departmental Representative, as specified within the Call-up. Every effort shall be made by AANDC to provide the Contractor with reasonable deadlines.

- 7.2      **Quality Assurance:** In addition to the requirement for Contractor performance, there is an inherent quality assurance standard associated with any/all Call-ups. The Contractor shall apply a rigorous quality assurance methodology to ensure the quality of all deliverables submitted and the accuracy and relevancy of all services provided in respect of the scope of the research inquiry/question.
- 7.3      **Availability:** The Contractor under take to perform the work and complete the services defined under any Call-up awarded to the Contractor.
- 7.4      AANDC reserves the right to verify the accuracy and completeness of all deliverables, documentation and services rendered by the Contractor. Should any deliverable or service provided not be to the satisfaction of the Departmental Representative, as submitted, the Departmental Representative will have the right to reject it or to require correction by the Contractor before any payment to the Contractor will be authorized by AANDC.
- 7.5      In the event that services rendered or deliverables submitted by the Contractor are consistently not in compliance with the requirements of a Call-up and the terms and conditions of this SOA, AANDC will document any such non-compliance by the Contractor and provide a copy of any such documentation to the Contractor for review and signature, prior to the filing of this documented Non-Compliance Notice by AANDC against the Contractor's SOA. More than two (2) Non-Compliance Notices against a Contractor's SOA may result in the non-extension of the Contractor's SOA and/or refusing of future Call-up awards to the Contractor, at no penalty to AANDC.

#### **SW8      CONTRACTOR RESPONSIBILITIES**

- 8.1      It is the responsibility of the Contractor to, at all times, conduct itself and to ensure the performance of its Resource(s) in accordance with the terms and conditions of the SOA and any resulting Call-up, and in accordance with the Code of Conduct for Procurement (see <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>).
- 8.2      The Contractor shall ensure the quality and completeness of all work submitted to AANDC in fulfillment of any Call-up(s).
- 8.3      The Contractor shall ensure that all of its deployed personnel are properly trained and equipped to fulfill their responsibilities.
- 8.4      The Contractor shall supply all of its own tools, facilities, equipment, and software required for completion of the work, unless otherwise directed by the Departmental Representative.

#### **SW9      DEPARTMENTAL SUPPORT**

- 9.1      As required for the successful provision of Historical Research and Analysis Services, AANDC will afford the Contractor with access to the Departmental Library and the Claims and Historical Research Centre in order to review comprehensive, specific and special claims, historical treaties, Aboriginal policies, and other Departmental records which cannot be removed from AANDC premises; to research databases; and to meet with AANDC subject matter experts and other personnel.
- 9.2      The Department will facilitate cooperation with other sector and regional AANDC representatives.

#### **SW10      LOCATION OF WORK AND TRAVEL**

- 10.1      Unless otherwise stated, the Contractor's work shall take place primarily at the Contractor's premises. Meetings may be conducted in person or by teleconference. AANDC will pay for the Contractor's cost of travel between the Contractor's place of business and AANDC headquarters, in accordance with the Treasury Board Travel Directive, should this travel be requested by the Department.
- 10.2      There may be the occasional requirement for Contractor personnel to travel, as determined and specified by AANDC in the Call-up documents. If travel is necessary to meet a request by AANDC, a specified amount for travel will be negotiated between the Contractor and AANDC to cover the Contractor's travel costs to identified locations. All Contractor travel shall be undertaken in accordance with the Treasury Board Travel Directive.  
([http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/menu-travel-voyage\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/menu-travel-voyage_e.asp))

## **SW11 GREEN PROCUREMENT AND SERVICES**

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

## **SW12 CALL-UP ASSIGNMENT AND PROCEDURES**

12.1 Call-ups for the delivery of Historical Research; Policy Support Services and Survey Interpretation and Title Search will be awarded by AANDC to the Contractor(s) who, in AANDC's exclusive opinion, can best render the required service, based on the following factors:

- a) the need for specific types of services and subject matter expertise, taking into consideration any previous experience by Contractor(s) in the subject area;
- b) availability of Contractor Resources;
- c) the Official Language in which the required services shall be delivered;
- d) absence of conflict of Interest on the part of the Contractor/Resource;
- e) the location where the required services shall be performed and (or) delivered within Canada without having to incur any travel expenses; and
- f) the estimated cost to complete the work.

12.2 For each Call-up, the Departmental Representative will provide the Contractor with details of the work activities to be performed, the required Resource Categories and number of Resources, the research project's line of inquiry, questions and objectives, the deliverables to be submitted within the scope of the Call-up, and the required completion date(s).

12.3 As required, the Contractor shall provide AANDC with a Proposal based on AANDC's requirements. The Proposal should include information regarding the Contractor's availability to do the project, how it proposes to proceed with the required task(s), the named Resources proposed to complete the work, and the estimated cost. Any Proposal is subject to the approval of the Departmental Representative. Submission of a Call-up Proposal does not obligate AANDC to enter into a Call-up with the Contractor.

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

12.5 Upon agreement, the Contractor will be authorized by the Departmental representative to proceed with the work by issuance of a signed Call-up document.

12.6 The Contractor shall not commence work until authorized in writing by a signed Call-up issued by the Departmental Representative or his/her delegate.

12.7 AANDC makes no guarantee of the volume of any work that may arise out of any resulting SOAs.

## **SW13 WORK COMMENCEMENT AND COMPLETION**

13.1 The Contractor shall not commence the work until advised by the Departmental Representative that the call-up has been signed by the proper authority. In signing the call-ups, the Contractor agrees to conduct the work outlined in the time stipulated in the call-up document.

## **SW14 OTHER REQUIREMENTS**

14.1 The material generated by the Contractor may be subject to Solicitor/Client privilege and shall, therefore, be handled by the Contractor appropriately as per the instructions of the Departmental Representative;

14.2 The Contractor shall preserve all records related to the call-up deliverables for a period no less than 5 years after the claim has been settled or otherwise concluded. These records must be kept in an approved security container with approved combination padlock in order to allow for retrieval of documents upon request by the Departmental Representative. Departmental records are classified as Protected B; therefore, the Contractor cannot dispose of records by simply discarding them in the garbage or recycling bin. After the 5 year period is over, the Contractor must shred, using an approved shredder (cross hatch as minimum), the above mentioned records.)

- 14.3 The Contractor shall not contact claimants, their legal counsel or researchers unless such contact is first approved by the Departmental Representative; and,
- 14.4 Unless otherwise stated in a call-up document, the work shall be conducted in the National Capital Region (NCR). Contractors are responsible for all costs related to their personal expenses within the NCR. However, since there may be the occasional requirement to travel to other locations in Canada to conduct research on a case-by-case basis, as specified within the call-up document, the travel and living expenses will be paid in accordance with the Treasury Board Guidelines and will not exceed the dollar amount indicated within the call-up. The Crown will not be responsible for any relocation expenses. Bidders are requested not to include within their proposal any amounts related to miscellaneous administrative expenses or for travel.

**SC15 Set-Aside Program for Aboriginal Business**

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

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

## APPENDIX "E" - INTELLECTUAL PROPERTY

### Canada to Own Intellectual Property Rights in Foreground Information

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

#### **01 INTERPRETATION**

1. In the Contract,

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

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

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

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

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

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

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

#### **02 DISCLOSURE OF FOREGROUND INFORMATION**

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

#### **03 CANADA TO OWN INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION**

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.

2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)  
or  
© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

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

#### **04 LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN BACKGROUND INFORMATION**

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

#### **05 RIGHT TO LICENSE**

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

## **06      ACCESS TO INFORMATION; EXCEPTION TO CONTRACTOR RIGHTS**

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

## **07      WAIVER OF MORAL RIGHTS**

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

## **08      LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION**

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

## **09      NO RIGHT FOR CONTRACTOR TO SUB-LICENSE**

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

## APPENDIX “F” – TRAVEL EXPENSES INFORMATION

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

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

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

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

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

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

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

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

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

### Private Motor Vehicles

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

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



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

<b>Cents/km (Taxes Included)</b>			
<i>British Columbia</i>	<i>50.5</i>	<i>New Brunswick</i>	<i>50.0</i>
<i>Alberta</i>	<i>51.0</i>	<i>Prince Edward Island</i>	<i>50.5</i>
<i>Saskatchewan</i>	<i>45.5</i>	<i>Newfoundland</i>	<i>53.0</i>
<i>Manitoba</i>	<i>46.5</i>	<i>Yukon</i>	<i>62.0</i>
<i>Ontario</i>	<i>55.0</i>	<i>Northwest Territories</i>	<i>58.5</i>
<i>Quebec</i>	<i>57.0</i>	<i>Nunavut</i>	<i>58.5</i>
<i>Nova Scotia</i>	<i>51.0</i>		

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

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

Meals The following rates (**taxes included**) are applicable during the period of October 1, 2012 to March 31, 2013:

	<u>All Provinces</u>	<u>Yukon &amp; Alaska</u>	<u>NWT</u>	<u>Nunavut</u>
<i>Breakfast:</i>	\$15.50	\$15.70	\$21.50	\$20.90
<i>Lunch:</i>	\$15.00	\$18.95	\$22.10	\$29.55
<i>Dinner:</i>	\$41.30	\$49.95	\$51.70	\$69.65

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

## 2. Receipt Requirements

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

Receipts are required for the following:

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

**ANNEX A**

**TEAM PROJECT SUMMARY AND REFERENCE FORM**

Bidders may provide additional detail as necessary; however projects submitted **MUST** contain at least the information listed in the form.

<b>Firm Name:</b>		<b>Project Name:</b>	
<b>Client Organization:</b>			
<b>Project Scope and Objectives:</b>			
<b>Dates/Duration: (in years/months)</b>		<b>Number of Resources Involved:</b>	
<b>Project Dollar Value to Bidder:</b>			
<b>Resource(s) Utilized:</b>	<b>Role / Responsibility:</b>		<b>Level of Effort (Days):</b>
<b>Extent and Role of the Bidder's involvement in the Assignment, including project outcome and results:</b>			
<b>Client Project Authority (to whom the Bidder reported) Name, Title, E-mail address, Phone Number</b>			

**Project reference**

AADNC reserves the right to contact the named client project authorities for the purpose of verifying the accuracy and veracity of the information provided in the bidder's proposal, in which case the following questionnaire will be used. Should AADNC choose to contact the project authorities and should one (1) or more named client project authorities provide a negative reference regarding the accuracy or veracity of the bidder's proposal, the proposal will be deemed non-compliant and given no further consideration.

<b>Firm Name:</b>		<b>Project Name:</b>	
<b>Name of Firm that worked on and invoiced the Project</b>			
<b>1. Did the Bidder meet the following critical factors?</b>			
a) Completed the Project on time:		(____) Yes OR (____) No	
b) Stayed within Budget:		(____) Yes OR (____) No	
c) Met all the project objectives		(____) Yes OR (____) No	
d) Bidder complied with the terms of the Statement of Work		(____) Yes OR (____) No	
<b>Please expand on your responses:</b>			
<b>2. a) Was the Bidder primarily responsible for the completion of the Project?</b>		(____) Yes OR (____) No	
<b>2. b) Was the Bidder primarily responsible for directly managing the Project?</b>		(____) Yes OR (____) No	
<b>2.c) What were the strengths and weaknesses of the Bidder's personnel? Please expand your responses:</b>			
<b>Firm Name:</b>		<b>Project Name:</b>	
<b>3. Please respond Yes or No to each of the following:</b>			
a) Bidder provided personnel on time to begin the project?		(____) Yes OR (____) No	

b) Bidder initially proposed qualified personnel?	(____) Yes OR (____) No
c) Bidder provided continuity of assigned personnel for the duration of the project?	(____) Yes OR (____) No
<b>Please expand on your responses:</b>	
<b>4. Would you retain the services of this Bidder again?</b>	(____) Yes OR (____) No
<b>Please expand on your responses:</b>	
<b>5. As the “Referee” providing this reference, I have read the Project Summary attached to this Reference form, and agree with the description of the work conducted by the Bidder for the project.</b>	(____) Yes OR (____) No
<b>Please expand on your responses:</b>	
<b>6. Please complete and sign the following:</b>	
Name of Organization:	
Name:	
Title:	
Telephone:	E-mail address:
Signature:	Date:

**ANNEX B  
Table M1 – Proposed Resources**

Depending on the chosen stream, the appropriate table must be filled for each proposed Resource and submitted along with the Resource's CV.

**To be used by Stream 1 a) FIRMS – Historical Research Services**

<b>Name:</b>			
<b>Research Analysis (Principal) <input type="checkbox"/></b>			
<b>Undergraduate degree</b>			
<b>Topic Area</b>	<b>Description of Associated Education</b>	<b>Dates/Duration (in years/months)</b>	<b>Reference to CV (Page/Section #)</b>
<b>Full-time professional work experience conducting Research Analysis related activities in the area of historical Aboriginal relations with the Crown</b>			
<b>Client Organization</b>	<b>Description of Services Provided</b>	<b>Dates/Duration (in years/months)</b>	<b>Reference to CV</b>

<b>Research Analysis <input type="checkbox"/></b>			
<b>Undergraduate degree</b>			
<b>Topic Area</b>	<b>Description of Associated Education</b>	<b>Dates/Duration (in years/months)</b>	<b>Reference to CV (Page/Section #)</b>
<b>Full-time professional work experience conducting Research Analysis related activities in the area of historical Aboriginal relations with the Crown</b>			
<b>Client Organization</b>	<b>Description of Services Provided</b>	<b>Dates/Duration (in years/months)</b>	<b>Reference to CV</b>

<b>Research Services <input type="checkbox"/></b>			
<b>Full-time, post-secondary education</b>			
<b>Topic Area</b>	<b>Description of Associated Education</b>	<b>Dates/Duration (in years/months)</b>	<b>Reference to CV</b>
<b>Full-time professional work experience conducting Research Services related activities in the area of historical Aboriginal relations with the Crown</b>			
<b>Topic Area/ Client Organization</b>	<b>Description of Services Provided</b>	<b>Dates/Duration (in years/months)</b>	<b>Reference to CV</b>

<b>Research Support</b> <input type="checkbox"/>			
<b>Full-time, post-secondary education</b>			
<b>Topic Area</b>	<b>Description of Associated Education</b>	<b>Dates/Duration (in years/months)</b>	<b>Reference to CV</b>
<b>Full-time professional work experience conducting Research Services related activities in the area of historical Aboriginal relations with the Crown</b>			
<b>Topic Area/ Client Organization</b>	<b>Description of Services Provided</b>	<b>Dates/Duration (in years/months)</b>	<b>Reference to CV</b>

To be used by Streams 1 b) FIRMS – Policy Support Services, 1c) Survey Interpretation and Title Search, 2 a) INDIVIDUALS - Historical Research Services, 2 b) INDIVIDUALS – Policy Support Services and 2c) 1c) Survey Interpretation and Title Search.

<b>Name:</b>			
<b>Undergraduate degree</b>			
<b>Topic Area</b>	<b>Description of Associated Education</b>	<b>Dates/Duration (in years/months)</b>	<b>Reference to CV (Page/Section #)</b>
<b>Full-time professional work experience conducting Research Analysis related activities in the area of historical Aboriginal relations with the Crown</b>			
<b>Client Organization</b>	<b>Description of Services Provided</b>	<b>Dates/Duration (in years/months)</b>	<b>Reference to CV</b>

## ANNEX “C” - CERTIFICATIONS

### 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;

**ANNEX “C” - CERTIFICATIONS**

- 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;
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 "C" - CERTIFICATIONS

### 1. Compliancy with Terms and Conditions

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### 2. Availability of Personnel

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### 3. Status of Personnel

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### 4. Security Clearances

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

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

Please indicate:

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

None of the proposed resources currently hold security clearances.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**5. Verification of Information provided in the Bidder's proposal**

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

- a. unverifiable or untrue statement;
- b. unavailability of any person proposed on whose statement of experience and knowledge the Crown relied to evaluate the offer and award the Standing Offer Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ANNEX C - CERTIFICATIONS

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting 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 a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive 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](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 bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder 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 Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, 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 Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification.

## ANNEX "C" - CERTIFICATIONS

### Former Public Servant in Receipt of Pension

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, suppliers must provide the information required below.

#### Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Supplier a FPS in receipt of a pension? **YES ( ) NO ( )**

### ANNEX "C" - CERTIFICATIONS

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

#### **Work Force Reduction Program**

Is the Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** ( ) **NO** ( )

If so, the Supplier must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

#### **Certification**

By submitting the arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

## **Annex D: Aboriginal Business Certification**

### **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 D: Aboriginal Business Certification**

### **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 the 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

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 ratio 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 D: Aboriginal Business Certification**

### **WHO IS 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; or
- 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 D: Aboriginal Business Certification

### **CERTIFICATION REQUIREMENTS FOR THE PROCUREMENT STRATEGY 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."
- i) 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

1.  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.

**Annex D: Aboriginal Business Certification**

**CERTIFICATION REQUIREMENTS FOR THE  
PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS**

1. 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.
  
2. 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.

6. \_\_\_\_\_

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

## Annex D: Aboriginal Business Certification

### **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. banker, 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 venturer
- Payment of management or administrative fees
- Guarantees made by the Aboriginal business
- Collateral agreements

Annex D: Aboriginal Business Certification

**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".

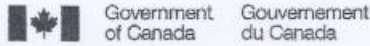
2. I certify that the above statement is true and consent to its verification upon the request of Canada.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Place

**Annex E Security Requirement Checklist and IT Security Safeguard Requirements**



Contract Number / Numéro du contrat Common PS SRCL#9
Security Classification / Classification de sécurité UNCLASSIFIED

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme-gouvernemental d'origine	Public Works and Government Services Canada	
2. Branch or Directorate / Direction générale ou Direction	Acquisitions Branch	
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 Professional Services - Standing Offers and Supply Arrangements		
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"/>	
Not releaaable / 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:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

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Security Classification / Classification de sécurité UNCLASSIFIED
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### Annex E Security Requirement Checklist and IT Security Safeguard Requirements



Contract Number / Numéro du contrat
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**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  Yes  
Non  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  Yes  
Non  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) Personal 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  Yes  
Non  Oui

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

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**Annex E Security Requirement Checklist and IT Security Safeguard Requirements**



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**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	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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

**ANNEX E – SECURITY REQUIREMENTS CHECKLIST  
AND IT SECURITY**

**IT Security Requirements**

**Contract # 20-12-6013T**

**Unclassified**

**Overview**

As per the Security Requirement Checklist (SRCL) for contract # 20-12-6013T, the contractor will access, store 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 REQUIREMENTS CHECKLIST  
AND IT SECURITY**

**IT Security Requirements**

**Contract # 20-12-6013T**

**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).