



March 6 2014

01-13-6005

LETTER OF INVITATION

Dear Sir/Madam:

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

Advice, Reviews, Research, Group Facilitation and Other Related Services in Support of Nunavut Land Use Planning

The following Comprehensive Land Claims Agreement Claimant group has been advised:

Nunavut Land Claims Agreement

As a result from this proposal call, DIAND intends to award up to two (2) Standing Offer Agreements (SOAs).

Period of the SOAs is from award to April 30, 2017 with two (2) additional one (1) year option periods.

The proposal shall be in accordance with the requirements of the attached Instructions to Bidders, Mandatory Requirements, Proposal Evaluation Criteria, Assigned Weights and Selection Methodology, Articles of Agreement, General Conditions, Supplementary Conditions, Terms of Payment, and Statement of Work.

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

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

The successful Bidder(s) must be able to provide their services in English.

The price(s) quoted in the financial proposal are to be expressed as a fixed per diem rate(s) for the Work described in Appendix "D", Statement of Work, in accordance with the Instructions to Bidders and Appendix "C", Terms of Payment attached herein. The fixed per diem rate(s) must include all payroll, overhead costs and profits required to complete the Work. Bidders are requested not to include amounts for miscellaneous expenses in their proposals as such amounts for these expenses will be added to the Terms of Payment by the Department upon award of the Standing Offer Agreement(s).

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).

LETTER OF INVITATION***Electronic Transmission of Bids –mandatory Under the RFP***

In order to be considered, bids must be received **no later than 14h00 (2:00 p.m.) (Eastern Time) on April 17, 2014** referred to herein as the “Closing Date.” Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids must be submitted by email and must be submitted **ONLY** to the following email address:

Email Address: soumission.bid@aadnc-aandc.gc.ca
Attention: Suzanne Gauthier
Solicitation Number: 01-13-6005

Canada requests that bidders submit their electronic bid in separate attachments as follows:

Attachment I: Technical Bid - 1 soft copy (PDF, MS Word, or .XPS)
Attachment II: Financial Bid – 1 soft copy (PDF or Word, or .XPS)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

The total size of the email, including all attachments, **must not exceed 10 megabytes (MB)**. It is each Bidder’s responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by mail, fax or other means **will not** be accepted. Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder’s responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

No extension to the closing date and time for the receipt of proposals will be given unless the Department is responsible for an omission or an error in the tender documents significant enough in nature to warrant an extension of the bid closing date to allow bidders sufficient time to review their proposals. Bidders are therefore requested to submit, in writing, any technical-type questions concerning this proposal call at least 7 working days prior to the tender closing date to enable final preparation and submission of proposals in time to meet the closing deadline.

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

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

LETTER OF INVITATION

Yours sincerely,

Suzanne Gauthier
Contracting Officer
Aboriginal Affairs and Northern Development Canada
10 Wellington Street
Gatineau, QC K1A 0H4

Attach.

INSTRUCTIONS TO BIDDERS

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

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

2. Bidders must provide all information necessary for DIAND to evaluate their proposals and for their proposals to be considered by DIAND, as indicated in this Request for Proposals (RFP). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable DIAND to complete its evaluation.

3. 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.

4. 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.

5. 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.

INSTRUCTIONS TO BIDDERS

6. Legal Capacity

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

7. Debriefing

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

8. Bidders Recourse

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

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

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

9. Bid Validity Period

- 9.1 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.
- 9.2 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.

INSTRUCTIONS TO BIDDERS

- 9.3 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.
- 9.4 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.

10. Receipt and Custody of Proposals

- 10.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.
- 10.2 Proposals received after the closing time will not be considered.
- 10.3 Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned.
- 10.4 All proposals as described in 10.3 above are subject to the provisions of the *Access to Information Act*.

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

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

Table 1 – FINANCIAL PROPOSAL (to be included in your Financial Bid)

*PROPOSED RESOURCE CATEGORY	PER DIEM RATES (CAN\$) SOA AWARD to April 30, 2015 (A)	PER DIEM RATES (CAN\$) May 1, 2015 to April 30, 2016 (B)	PER DIEM RATES (CAN\$) May 1, 2016 to April 30, 2017 (C)	PER DIEM RATES (CAN\$) Option Year 1 May 1, 2017 to April 30, 2018 (D)	PER DIEM RATES (CAN\$) Option Year 2 May 1, 2018 to April 30, 2019 (E)	AVERAGE PER DIEM RATES F = [(A+B+C+D+E)/5]
Project Team Leader	\$	\$	\$	\$	\$	\$
Senior Planner	\$	\$	\$	\$	\$	\$
Planner	\$	\$	\$	\$	\$	\$
Other Expert in decision making processes and group facilitation	\$	\$	\$	\$	\$	\$
Total of average rates for evaluation purposes only						\$

INSTRUCTIONS TO BIDDERS

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

12. Option to Extend Standing Offer Agreement

- 12.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by two (2) additional one (1) year periods under the same terms and conditions.
- 12.2 Canada may exercise this option at any time by sending a notice to the Contractor at least thirty (30) calendar days prior to the Standing Offer Agreement expiry date.
- 12.3 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.

13. Standing Offer Agreement Award

The Department intends to award up to two (2) Standing Offer Agreements as a result of this proposal call.

14. 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.

15. Intellectual Property

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

16. 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

17. Communications during Request for Proposal Tendering Period

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



SELECTION AND EVALUATION CRITERIA

1.0 SELECTION AND EVALUATION METHODOLOGY

- 1.1 One (1) soft copy of the Bidder's Technical Proposal and one (1) soft copy of the Bidder's Financial Proposal **MUST** be delivered to the specified email address on or before the date and time as stipulated in the Letter of Invitation.
- 1.2 Bidders **MUST** ensure that their Proposal provides sufficient evidence for DIAND to assess the compliance of the Proposal with the criteria listed in this Request for Proposal (RFP). It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable DIAND to complete its evaluation.
- 1.3 Bidders **MUST** include any reference material they wish to be considered for evaluation **within** their Proposal. Any material or documents outside the Proposal **will not** be considered; should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material **MUST** be included within the Proposal. URL links to the Bidder's website **will not** be considered by the DIAND Evaluation Committee.
- 1.4 To meet the requirements described herein, the experience of the Bidder **MUST** be work for which the Bidder provided services to clients exterior to the Bidder's own organization. Internal business development projects will not be accepted.
- 1.5 Experience gained during formal education **will not** be considered work experience. All requirements for work experience **MUST** have been obtained in a professional work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.
- 1.6 **Listing experience without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.** 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. For example: Project #1 time frame is July 2003 to December 2003; Project #2 time frame is October 2003 to January 2004; the total months of experience for these two project references is seven (7) months.
- 1.7 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Bidder on the part of the DIAND Evaluation Committee will be taken into consideration.
- 1.8 **Each Proposal will be evaluated separately**, against the Mandatory Requirements and Point-Rated Criteria. The Selection and Evaluation Process for Proposals consists of the following three (3) stages:
 - Stage 1 -** Bidders will be evaluated on Mandatory Requirements M1-M3.
 - Stage 2 -** Bidders meeting ALL of M1-M3 will be evaluated on the basis of Point-Rated Criteria R1-R7.
 - Stage 3 -** Upon completion of the Technical Evaluation, Bidders meeting all Mandatory Requirements will be evaluated on the basis of their Financial Proposal.



SELECTION AND EVALUATION CRITERIA

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.

2. Technical Evaluation

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

2.1 Mandatory Requirements

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

Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".

Note to bidders: Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes. Where the proposal only provides the year(s) that any related experience was acquired, the evaluation team will assume that length of related experience **to be one month only** for the starting and ending years. For example, if experience is stated as between 2011 and 2013, the evaluation team will consider the related experience to be one month for 2011 i.e. December, 12 months for 2012 and one month, i.e. January for 2013 for a total of 14 months

MANDATORY REQUIREMENTS	MEET	DOES NOT MEET
<p>M1 Firm Profile</p> <p>The Bidder MUST include a Firm Profile within its proposal.</p> <p>The Firm Profile must include the following information:</p> <ul style="list-style-type: none"> a) The full legal name of the entity submitting the Proposal (if the Bidder is submitting as a joint venture this must be provided for all members); b) The number of years that the Bidder has been in business (if the Bidder is submitting as a joint venture this must be provided for all members) c) Three (3) Project Summaries (maximum 2 pages each summary) that demonstrate experience and satisfactory performance on similar projects in the same subject area (government or private sector). 		



SELECTION AND EVALUATION CRITERIA

<p>The Bidder must demonstrate a minimum of five (5) years providing the services similar to those detailed in the Statement of Work.</p>		
<p>M2 The Bidder MUST provide a detailed Curriculum Vitae (CV) (maximum of 5 pages) for the proposed resource in each of the following categories:</p> <ul style="list-style-type: none"> - Project Team Leader – must be a member in good standing of the Canadian Institute of Planners (MCIP) and have five (5) years experience within the last ten (10) years; or, be a member of a relevant professional organization and have ten (10) years within the last fifteen (15) years in providing services as detailed in the Statement of Work; - Senior Planner (s) – must be a member in good standing with the Canadian Institute of Planners (MCIP) and have five (5) years experience within the last ten (10) years in providing services as detailed in the Statement of Work - Planner (s) - must be a member in good standing, or be eligible for membership, with the Canadian Institute of Planners and have three (3) years experience within the last five (5) years in providing services as detailed in the Statement of Work - Other Expert (s) - must have a relevant degree and membership with a professional association and have (three) 3 years experience within the last five (5) years in providing services as detailed in the Statement of Work and specifically, structured decision-making and/or group facilitation experience. <p>The Bidder’s team must be comprised of at least:</p> <ul style="list-style-type: none"> - one (1) Project Team Leader; - one (1) Senior Planner; - one (1) Planner; and - one (1) other Expert in decision making processes and group facilitation <p><i>Named resources may be proposed in a maximum of two (2) Resource Categories. Resources proposed in the Senior Planner Resource Category <u>cannot</u> be proposed in the Planner Resource Category.</i></p> <p>Each resource CV MUST include the following information:</p> <ul style="list-style-type: none"> - The name of the proposed resource; - The resource category or role for which the resource is being proposed; - Proof of required professional membership as identified in the Mandatory Requirements above; - Relevant academic degrees and certifications in relation to DIAND’s requirements as identified in the Statement of Work. Relevant formal training should be listed chronologically by the title (of the course/program) and 		



SELECTION AND EVALUATION CRITERIA

<p>should include the duration (in days/months/years) and the start and end dates (dates should be identified by month and year – for example March 2004 – February 2007);</p> <ul style="list-style-type: none"> - Chronological work experience including duration and start and finish dates (dates should be identified by month and year – for example March 2004 – February 2007). <p>At least one-half (50%) of the proposed team resources must have been actively involved in one or more of the three (3) Project Summaries included to meet mandatory requirement M1 c) above.</p> <p><i>It is the sole responsibility of the Bidder to ensure that submitted CV's are sufficiently detailed to enable a full evaluation of proposed resources. Failure to provide sufficient information may render the bid non-compliant and the Proposal will be given no further consideration.</i></p>		
<p>M3 References</p> <p>The bidder must provide one (1) external client letter of reference for each project identified in M1. (Note: The reference letters are to be signed and dated by an authorized representative of the client for which the work was performed)</p> <p>All references must indicate the following:</p> <ul style="list-style-type: none"> - the name, postal address, telephone number, and if applicable, e-mail address and/or fax number of the client project authority to whom the Bidder reported. - a brief description of work - level of client satisfaction <p><i>DIAND reserves the right to contact the named client references for the purpose of verifying the accuracy and veracity of the information provided in the Bidder's Proposal. Should DIAND choose to contact the references and should one (1) or more 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.</i></p>		





SELECTION AND EVALUATION CRITERIA

2.2 POINT-RATED CRITERIA

Only those Proposals meeting ALL of the above Mandatory Requirements will be deemed compliant and will be evaluated by the DIAND Evaluation Committee on the basis of the Point-Rated Criteria.

RATED REQUIREMENTS	
Evaluation for the requirements below will be based on the submitted proposal	
R1 Contractor/Firm	Up to a maximum of twenty (20) points for the firm’s experience and the Project Summaries
<p>The firm should demonstrate a minimum of five (5) years experience in providing related and similar services as stated in the Statement of Work, to the public and/or private sectors.</p>	<p>Up to a maximum of five (5) points for those Bidders that have indicated, through their submission of their corporate overview, that the services provided by their firm have direct relevance to the services required by DIAND as described in the Statement of Work.</p> <p>5yrs – 1 point 6yrs – 2 points 7 yrs – 3 points 8yrs – 4 points 9 to 10 yrs – 5 points</p>
<p>The three (3) Project Summaries submitted for M1 of the Mandatory Criteria, should demonstrate relevance and similarity in scope to the required services as described in the Statement of Work.</p> <p>The selected projects should:</p> <ul style="list-style-type: none"> - demonstrate relevant experience in providing the services as detailed within the Statement of Work; - demonstrate the firm’s depth and capacity to provide the required services - demonstrate experience of a similar scope and context. 	<p>Up to five (5) points per project up to a maximum of fifteen (15) points for Project Summaries.</p> <p style="text-align: right;">/20 points maximum</p>

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<p>Project Team</p> <p>R2 Project Team Leader</p>	<p>Up to a maximum of twenty-five (25) points will be awarded for the Project Team Leader as follow</p>
<p>1. The proposed Project Team Leader resource should have:</p> <ul style="list-style-type: none"> a) demonstrated experience in leading projects related to regional land use planning; b) demonstrated experience in providing advice, conducting research or undertaking reviews related to land use planning c) demonstrated experience in working in northern, remote or aboriginal communities <p>2. One (1) additional resource may be proposed that meets the mandatory requirements set out in M2 for this resource category. Note: The proposal must clearly outline resources intended to be rated in R2 1 and R2 2.</p>	<ul style="list-style-type: none"> - two (2) points for each year in excess of the five (5) year mandatory requirement for MCIPs, or up to two (2) points for each year in excess of the ten (10) year mandatory requirement for non-MCIPs, up to a maximum of ten (10) points - one (1) point for each year in excess of the mandatory requirements (see above) up to a maximum of five (5) points - one (1) point for each year in excess of mandatory requirements (see above) up to a maximum of five (5) points - points will be awarded according to the criteria in R2 1 up to a maximum of five (5) points. <p style="text-align: right;">/25 points maximum</p>
<p>R3 Senior Planner(s)</p>	<p>Up to a maximum of twenty-five (25) points will be awarded for the Senior Planner category as follow:</p>
<p>1. The Senior Planner(s) should have:</p> <ul style="list-style-type: none"> a) demonstrated experience in regional land use planning b) demonstrated experience in providing advice, conducting research 	<ul style="list-style-type: none"> - one (1) points for each year in excess of the five (5) year mandatory requirement to a maximum of five (5) points

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<p>or undertaking reviews related to land use planning, community consultations and other related services as described in the Statement of Work</p> <p>c) demonstrated experience in working in northern, remote or aboriginal communities, preferably in Nunavut.</p> <p>2. One (1) additional resource may be proposed that meets the mandatory requirements set out in M2 for this resource category. Note: The proposal must clearly outline resources intended to be rated in R3 1 and R3 2.</p>	<ul style="list-style-type: none"> - two (2) points for each year in excess of the five (5) year mandatory requirement to a maximum of ten (10) points - one (1) point for each year in excess of mandatory requirements (see above) up to a maximum of five (5) points - points will be awarded according to the criteria in R3 1 up to a maximum of five (5) points. <p style="text-align: right;">/25 points maximum</p>
R4 Planner(s)	Up to a maximum of twelve (12) points will be awarded for the Planner category as follow:
<p>1. The Planner (s) should have:</p> <p>a) demonstrated experience in regional land use planning</p> <p>b) demonstrated experience in conducting research, undertaking reviews related to land use planning, community consultations and other related services as described in the Statement of Work</p> <p>c) demonstrated experience in working in northern, remote or aboriginal communities, preferably in Nunavut or north of 60°.</p> <p>2. One (1) additional resource may be proposed that meets the mandatory requirements set out in M2 for this resource category. Note: The proposal must clearly outline resources intended to be rated in R4 1 and R4 2. Resources proposed in R3 cannot be proposed in R4.</p>	<ul style="list-style-type: none"> - two (2) points for each year in excess of the three (3) year mandatory requirement up to a maximum of four (4) points - two (2) points for each year in excess of the three (3) year mandatory requirement up to a maximum of four (4) points - one (1) point for each year in excess of the three (3) year mandatory requirement up to a maximum of two (2) points - points will be awarded according to the criteria in R4 1 up to a maximum of two (2) points. <p style="text-align: right;">/12 points maximum</p>





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<p>R5 Other Expert in decision making processes and group facilitation</p>	<p>Up to a maximum of twenty (20) points will be awarded for the Other Expert category as follow:</p>
<p>1. Other experts should have:</p> <ul style="list-style-type: none"> a) demonstrated experience in decision making processes b) demonstrated experience in group facilitation and preferably with multi-stakeholder groups c) demonstrated knowledge of issues related to planning for sustainable development in aboriginal communities, remote areas, or northern territories <p>2. One (1) additional resource may be proposed that meets the mandatory requirements set out in M2 for this resource category. Note: The proposal must clearly outline resources intended to be rated in R5 1 and R5 2.</p>	<ul style="list-style-type: none"> - three (3) points for each year in excess of the three (3) year mandatory requirement up to a maximum of six (6) points - two and one-half (2.5) points for each year in excess of the three (3) year mandatory requirement up to a maximum of five (5) points - two (2) points for each year in excess of the three (3) year mandatory requirement up to a maximum of four (4) points - points will be awarded according to the criteria in R5 1 up to a maximum of five (5) points. <p style="text-align: right;">/20 points maximum</p>
<p>R6 Proposal</p>	<p>Up to twenty (20) points</p>
<p>The Bidder's technical proposal should include:</p> <ul style="list-style-type: none"> a) the firm's understanding of the range of issues and complexities of northern land use planning, and specifically in Nunavut b) the firm's approach and methodology to address multi-stakeholder interests in the context of land use planning c) the firm's approach and methodology to facilitate and support decision-making among diverse groups 	

A0632-002 (2010-10-15)



SELECTION AND EVALUATION CRITERIA

<p>The following rating scale will be used in awarding points:</p> <ul style="list-style-type: none"> • Excellent – 16 to 20 points <p>The response is complete in that it addresses and provides exceptionally relevant supporting detail for the suggested content listed above; therefore, the response is considered to have excellent merit.</p> <ul style="list-style-type: none"> • Good – 11 to 15 points <p>The response is complete in that it clearly addresses and provides some relevant supporting detail for the suggested content listed above; therefore, the response is considered to have good merit.</p> <ul style="list-style-type: none"> • Satisfactory – 6 to 10 points <p>The response is complete in that it addresses the suggested content listed above and provides some supporting detail; therefore, the response is considered to have satisfactory merit.</p> <ul style="list-style-type: none"> • Poor – 1 to 5 points <p>The response is incomplete in addressing the above suggested content or is unclear; therefore, the technical proposal is considered to have insufficient merit.</p> <ul style="list-style-type: none"> • Not indicated = non-compliant <p>The technical proposal fails to address any of the suggested content listed above the response will be considered non-compliant and the Bidder’s proposal will be given no further consideration.</p>	<p>/20 points maximum</p>
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R7 Proposed Aboriginal Opportunity Considerations	<i>Up to 15 points</i>
<p>The bidder should indicate its specific approach to enhancing participation of Aboriginal peoples in the work under any resulting call-up through any of: employment, skills development, subcontracting, capacity building, use of suppliers/services, etc. or other related measures it proposes to employ in the course of its work. In addition, the Bidder should indicate any partners, agencies, organizations or suppliers with which it proposes to work to achieve these results.</p> <p>The approach should indicate:</p> <ol style="list-style-type: none"> i. any portion(s) of the Services it proposes to provide with support from Aboriginal peoples or suppliers; ii. whether these portions represent direct delivery of Services to the client by Aboriginal peoples or Businesses (i.e. direct benefit) or support to the Bidder’s delivery of Services to the client (i.e. indirect 	





SELECTION AND EVALUATION CRITERIA

R7 Proposed Aboriginal Opportunity Considerations		<i>Up to 15 points</i>
iii. benefit); and the nature of the participation proposed such as: professional, technical, support services, supplies or goods, etc. (please specify type); and a description of the extent of the participation (including whether use of trainee personnel or other capacity building measures).		
7.1	The existence of head offices, administrative officer or other facilities in the Nunavut or Northwest Territories Settlement Areas.	Up to 5 points
7.2	The employment of Inuit/Aboriginal labour, engagement of Inuit/Aboriginal professional services, or use of suppliers that are Inuit/Aboriginal or Inuit firms in carrying out the contract.	Up to 5 points
7.3	Demonstrated commitment to on-the-job training or skills development, training and apprenticeship programs for the Inuit staff involved in this project.	Up to 5 points
Sub-total (R1 to R7)		/137
PASSMARK (R1 to R7)		70% 96/137



SELECTION AND EVALUATION CRITERIA

3.0 FINANCIAL PROPOSAL

- 3.1 The Financial Evaluation will be carried out by the Contracting Authority independent of the Technical Evaluation Team. Financial Proposals will be evaluated based on the methodology detailed below.
- 3.2 All of the information required in this section **MUST** appear in the Bidder's Financial Proposal **ONLY**. The Bidder's Financial Proposal **MUST** be submitted in a separate document 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.
- 3.3 Failure on the part of the Bidder to provide the information required within the Financial Proposal under the **Table 1 – FINANCIAL PROPOSAL** will result in DIAND deeming the Bidder's Proposal to be non-compliant, with the Proposal being given no further consideration by DIAND.

Table 1 – FINANCIAL PROPOSAL (to be included in your Financial Bid)

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

*PROPOSED RESOURCE CATEGORY	PER DIEM RATES (CAN\$) SOA AWARD to April 30, 2015 (A)	PER DIEM RATES (CAN\$) May 1, 2015 to April 30, 2016 (B)	PER DIEM RATES (CAN\$) May 1, 2016 to April 30, 2017 (C)	PER DIEM RATES (CAN\$) Option Year 1 May 1, 2017 to April 30, 2018 (D)	PER DIEM RATES (CAN\$) Option Year 2 May 1, 2018 to April 30, 2019 (E)	AVERAGE PER DIEM RATES F = [(A+B+C+D+E) /5]
Project Team Leader	\$	\$	\$	\$	\$	\$
Senior Planner	\$	\$	\$	\$	\$	\$
Planner	\$	\$	\$	\$	\$	\$
Other Expert in decision making processes and group facilitation	\$	\$	\$	\$	\$	\$
Total of average rates for evaluation purposes only						\$



SELECTION AND EVALUATION CRITERIA

4. BASIS OF SELECTION

- 4.1 Only compliant Bidders will be considered.
- 4.2 Only Proposals that have met all Mandatory Criteria, have met the passmark of 70% in the Point-Rated evaluation (R1-R7) will be evaluated on the basis of their Financial Proposal.
 - 4.2.1 All Proposals will be rated on technical acceptability before the price is considered.
- 4.3 DIAND intends to award up to 2 award Standing Offer Agreements as a result of this solicitation to the Bidder representing **Best Value**, as determined in accordance with the Selection and Evaluation Criteria of this RFSO.
- 4.4 **Best Value** is defined as the highest *Total Score*.

4.4.1 The Bidder's *Total Score* will be calculated as follows:

Highest combined rating of technical merit and price. The Bidder's financial offer will be considered solely if the Bidder has met all of the above-listed Mandatory and Rated Criteria. The bidder's selection will be made based on qualifying bids which are compliant with all of the "Mandatory Technical Criteria". Only those compliant will be considered further for contract award where the point rated criteria will be calculated based on a ratio of 70% for the "Rated Technical Criteria" and 30% for the "Financial Proposal".

Rating:

$$\frac{\text{Bidder's Rated Score}}{137} \times 70 + \frac{\text{Lowest Bidder's Total averaged Per Diem rate} - \text{Other Bidder's Total averaged Per Diem rate}}{\text{Other Bidder's Total averaged Per Diem rate}} \times 30$$

Example:

Description	Bidder A	Bidder B	Bidder C
Bidder's Technical Points Received	70	60	50
Bidder's averaged Per Diem rate Total Price	800	850	900

Final Evaluation Score Calculation

Bidder	Points for Technical Score	Points for the All Inclusive Per Diem Rate	Total Points
Bidder A	$(70 / 70) \times 70 = 70$	$(800 / 800) \times 30 = 30$	100
Bidder B	$(60 / 70) \times 70 = 60$	$(800 / 850) \times 30 = 28$	88
Bidder C	$(50 / 70) \times 70 = 50$	$(800 / 900) \times 30 = 27$	77



SELECTION AND EVALUATION CRITERIA

The successful Bidder (to be recommended for contract award) will be selected on the basis of the compliant (responsive) Bid that scores the **highest total number of rating points**. In this example, **Bidder A** would be recommended for Contract award.

In the event that more than one (1) Proposal receives the same *Total Score*, of those Proposals, the compliant Proposal with the lower price will be considered to represent Best Value.

- 4.5** DIAND reserves the right to refuse any and all Proposals received in response to this RFSO, without incurring any obligation to any Bidder having responded. DIAND reserves the right to award the Contract to the compliant Bidder that best meets the DIAND's requirements, as described herein, without incurring any obligation to any other Bidder(s) having responded to this RFSO.



Standing Offer Agreement

Number 01-13-6005

File Number 1632-11/01-13-6005

These Articles of Agreement are made as of <Insert date of 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 "D" and titled "Statement of Work", referred to herein as the Statement of Work;

1.1.6 the document attached hereto as Appendix "E" and titled "Travel Expense Information", referred to herein as the Travel Expense 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 **April 30, 2017**, 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 **\$300,000.00 (taxes included)**.

A4 APPROPRIATE LAW

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

A5 DEPARTMENTAL REPRESENTATIVE

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

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

SIGNED, SEALED AND DELIVERED

by _____ [Signing Authority Name] , [Signing Authority Title]

in the presence of _____

Date _____

SIGNED, SEALED AND DELIVERED

by _____ the Contractor

in the presence of _____

Date _____

APPENDIX "A"
GENERAL CONDITIONS

GC1 INTERPRETATION

1.1 In the Contract,

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

GC2 SUCCESSORS

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

GC3 TIME OF THE ESSENCE

3.1 Time is of the essence of the Contract.

3.2 Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

APPENDIX "A"**GENERAL CONDITIONS**

- 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.

APPENDIX "A"**GENERAL CONDITIONS**

- 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.

APPENDIX "A"**GENERAL CONDITIONS**

- 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.

APPENDIX "A"
GENERAL CONDITIONS

GC10 CONTRACTOR STATUS

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

GC11 WARRANTY BY CONTRACTOR

11.1 The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

11.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation.

GC12 AMENDMENTS

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

GC13 ENTIRE AGREEMENT

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

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

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

SC2 SALES TAX

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

SC3 IDENTIFICATION/ACCESS CARD

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

SC4 OFFICIAL LANGUAGES

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

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

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

SC6 CRIMINAL CODE OF CANADA

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

SC7 GENDER-BASED ANALYSIS

- 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.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

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

SC9 FORMER PUBLIC SERVANTS

- 9.1 It is a term of the Contract:

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

SC10 STANDING OFFER

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

SC11 INTELLECTUAL PROPERTY

- 11.1 The Department of Indian Affairs and Northern Development has determined that there is no Intellectual Property arising from the performance of the Work under the Contract..

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

- 12.1 The Contractor's GST/HST number is to be identified at Standing Offer Agreement award.

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

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

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

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

SC14 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.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

- 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 OPTION TO EXTEND STANDING OFFER AGREEMENT

- 15.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by two (2) additional one (1) year periods under the same terms and conditions.
- 15.2 Canada may exercise this option at any time by sending a notice to the Contractor at least thirty (30) calendar days prior to the Standing Offer Agreement expiry date.
- 15.3 The Contractor agrees that, during the extended period the Standing Offer Agreement, the rates/prices will be in accordance with the provisions of the Standing Offer Agreement.

APPENDIX "C"
TERMS OF PAYMENT

TP1

*PROPOSED RESOURCE CATEGORY	PER DIEM RATES (CAN\$) SOA AWARD to April 30, 2015	PER DIEM RATES (CAN\$) May 1, 2015 to April 30, 2016	PER DIEM RATES (CAN\$) May 1, 2016 to April 30, 2017	PER DIEM RATES (CAN\$) Option Year 1 May 1, 2017 to April 30, 2018	PER DIEM RATES (CAN\$) Option Year 2 May 1, 2018 to April 30, 2019
Project Team Leader	\$	\$	\$	\$	\$
Senior Planner	\$	\$	\$	\$	\$
Planner	\$	\$	\$	\$	\$
Other Expert in decision making processes and group facilitation	\$	\$	\$	\$	\$

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

Professional Fees.....**\$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 (taxes included)\$300,000.00

APPENDIX "C"**TERMS OF PAYMENT**

- TP2** Administration fees are not reimbursable under this agreement as the time/unit rate(s) and/or fixed fee(s) specified in TP1 are inclusive of all payroll, overhead and administration costs and profits required to complete the Work.
- TP3** This Standing Offer Agreement value shall not be exceeded without the approval of the Standing Offer Agreement signing authority.
- TP4** **For Standing Offer Agreements with 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 TP1) is satisfactorily completed and an invoice received therefor. Where payment is not made within the 30 day payment period, and where the government is responsible for the delay, interest will be paid on the invoice amount at the Bank of Canada rate in effect on the date on which the amount is paid, plus 3%.
- 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.

APPENDIX "C"**TERMS OF PAYMENT****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 Standing Offer 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;
- d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and
- e) the following certification signed by the Contractor or an authorized officer:

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APPENDIX "C"

TERMS OF PAYMENT

"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, c) or d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

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

APPENDIX "D" STATEMENT OF WORK

Advice, Reviews, Research, Group Facilitation and Other Related Services in Support of Nunavut Land Use Planning

SW1 BACKGROUND

The Department of Indian Affairs and Northern Development (DIAND) is one of the federal government departments responsible for meeting the Government of Canada's legal obligations and commitments to Aboriginal peoples and for fulfilling the government's constitutional responsibilities in the North. Its northern development mandate also derives from the Canadian Constitution and statutes and modern treaties north of 60° such as the *Nunavut Land Claims Agreement Act*. In Nunavut, the department has a direct role in the political and economic development of territory and significant responsibilities for resource, land and environmental management.

The Nunavut Regional Office (NRO) of DIAND implements the department's responsibilities to manage Crown lands and inland waters in Nunavut in accordance with legislation, regulations, departmental and federal policy, and program guidelines. The NRO leads departmental participation in the co-management processes of Nunavut's institutions of public governance (IPGs); promotes compliance with regulatory instruments through education, inspections, and enforcement activities; and, review and assess significant environmental and socio-economic effects of project proposals in Nunavut.

Through its role in the co-management processes of Nunavut's IPGs, the NRO has the role of ensuring and coordinating federal government support to the Nunavut Planning Commission (NPC) in the development of a land use plan(s) for Nunavut. In Nunavut, land use planning is carried out under Article 11 of the Nunavut Land Claims Agreement (NLCA). The Minister of DIAND, with the support and approval of Cabinet, is one of the three approval parties of land use plans developed for the Nunavut Settlement Area (NSA). The two other approval parties are the Minister of Environment, Government of Nunavut (GN), with the support and approval of the territorial Cabinet and Nunavut Tunngavik Incorporated (NTI), the latter only once the *Nunavut Planning and Project Assessment Act (NuPPAA)* comes into effect. *NuPPAA* received Royal assent in June 2013, enacting the roles and mandate of both the Nunavut Planning Commission (NPC) and the Nunavut Impact Review Board (NIRB) as outlined in the NLCA.

The NPC is responsible for the preparation of a land use plan(s) that provides for the conservation, development and utilization of land in the NSA. The purpose of the land use plan(s) is to protect and promote the existing and future well-being of residents and communities, particularly Inuit, taking into account the interests of all Canadians. Under the NLCA, the planning process must provide for the active participation of both Inuit and government.

The NPC is currently preparing a single plan for the entire territory of Nunavut. The NSA represents one-fifth of the total land area of Canada or 1.9 million square kilometres. NPC has been developing this territory-wide plan since 2007. Two regional plans are currently in effect in the NSA; the North Baffin Regional Land Use Plan and the Keewatin Regional Land Use Plan; both approved in 2000. Once approved, the territorial-wide plan will replace the two existing regional plans. All federal and territorial government departments and agencies, industry, Inuit organizations and other land users will be required to conduct their activities in accordance with the approved plan. The NPC will also become the entry point for the integrated regulatory regime in Nunavut.

In September 2011, DIAND, on behalf of the Government of Canada (GOC), the GN and NTI expressed

APPENDIX "D"

STATEMENT OF WORK

certain concerns with respect to NPC's planning process and the resulting working and draft plans. With the support of the GN and NTI and the agreement of NPC, DIAND commissioned an independent review of the planning process and the 2011 version of the Draft Nunavut Land Use Plan (DNLUP). The Independent Review was finalized in July 2012 and made key recommendations/steps towards the successful development of a plan for Nunavut. All parties agreed to implement the Independent Review recommendations.

NPC made public its most recent version of the DNLUP in September 2012 and conducted community consultations in the Baffin (Qikiqtani) Region from October 2012 through May 2013. Consultations in the Kivalliq and Kitikmeot regions are planned for the fall and winter of 2013. Both the federal and territorial governments and NTI disengaged from the planning process in October 2012 as recommended by the Independent Review. At the invitation of NPC, government and NTI representatives have been observers at some of the community consultations in the Qikiqtani (Baffin) Region and will also attend consultations in the Kivalliq and Kitikmeot regions.

In April 2013, the GoC submitted a document to NPC entitled The Government of Canada Priority Expectations for a First Generation Nunavut Land Use Plan in preparation for eventual re-engagement in the planning process. In July 2013, the federal departments with interests in supporting land use planning in Nunavut submitted an additional document entitled Government of Canada Technical Priorities and Comments.

In addition to NPC's public consultations, remaining steps in the planning process include: the re-engagement of the GOC, GN and NTI with NPC to align their priorities for this first generation plan; revisions to the plan by NPC based on consultations and stakeholder submissions; and, public hearings on a draft of the Nunavut Land Use Plan, prior to its submission to the responsible ministers and Nunavut Tunngavik Inc. for approval.

Within this context, DIAND has identified several areas of land use planning and other specialized areas for which expert services may be required by the Department as it continues to support the development of a land use plan for Nunavut. These areas include but may not be limited to:

1. northern land use planning
2. planning processes
3. structured decision-making processes
4. group facilitation
5. reviews of land use plans; and
6. other related studies.

SW2 OBJECTIVE

Ensure the provision of expertise in northern, regional land use planning on an "as and when required basis" in support of Department's role and obligations under Article 11 of the NLCA.

APPENDIX "D"

STATEMENT OF WORK

SW3 SCOPE OF WORK

The Contractor shall, on an “as required basis”, provide professional services in land use planning, community consultation, decision-making processes, group facilitation, related studies and reviews that may be required to assist the Department in supporting the Nunavut land use planning process.

The Contractor shall on an "as and when required" basis, and as detailed in any specific call-up(s) issued by the Department:

- 6.1 Provide expert land use planning advice;
- 6.2 Provide advice on community consultations processes;
- 6.3 Provide advice and support to decision making;
- 6.4 Provide group facilitation services;
- 6.5 Provide advice and support to reviews of land use plan(s) and implementation strategies;
- 6.6 Literature reviews and studies on specific land use planning and sustainable resource development topics;
- 6.7 Perform other related work within the ability of the Contractor as requested by the Departmental Representative.

SW4 OUTPUT/DELIVERABLES

The Contractor shall on or before the requested due dates identified in each individual call-up document, submit to the Departmental Representative:

- 7.1 proposed agendas and materials for meetings and workshops;
- 7.2 discussion papers and/or research reports on various topics related to regional land use planning;
- 7.3 progress and final reports for work completed under a call-up;
- 7.4 any other materials, slide presentations, supporting documents related to work completed as indicated in a call-up;
- 7.5 provide one (1) electronic copy of all reports, materials, slide presentations, images, etc. in a form acceptable to the Department (i.e. Microsoft Word, Excel, PowerPoint, jpeg).

SW5 DEPARTMENTAL SUPPORT

The Departmental Representative will:

- 8.1 provide the Contractor with project specific instructions in the form of a call-up document;
- 8.2 provide all background information relative to the work specified in the call-up document, as required and determined in consultations with the Contractor;
- 8.3 assist in obtaining other information applicable to the call-up, but which may not be easily identified or obtained by the Contractor (government background documents, etc.); and
- 8.4 contact and make arrangements with other government department representatives, approval authorities and NPC, as required.

SW6 CALL-UP ASSIGNMENT AND PROCEDURES

Call-ups Against the Standing Offer will be issued on a rotational basis, the first to the highest ranked company and then to the second ranked until the limitation of expenditure of each Standing Offer

APPENDIX "D" STATEMENT OF WORK

Agreement is reached. Should an Offeror be unable to carry out the services, the next ranked Standing Offer Agreement holder will be approached. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

Call-Up Against a Standing Offer Agreement Authorization Process

Individual Call-ups for Work requested against the Standing Offer Agreement will be authorized as follows:

The Project Authority will provide the Offeror with a description of the Work to be performed in sufficient detail to enable the Offeror to submit a price for the completion of the Work, prior to commencement of the Work;

The Work Request shall contain as a minimum:

- (i) the details of the work activities to be performed within the scope of the Standing Offer Agreement;
- (ii) a description of deliverables and (or) reports to be submitted;
- (iii) a schedule indicating completion dates for major work activities and (or) submission dates for deliverables and (or) reports;
- (iv) a proposed basis of payment using the firm rates established in the Standing Offer Agreement, Appendix "C", Terms of Payment.

The Offeror shall provide its price proposal in accordance with the basis of payment indicated in the Work Request and provide, to the Project Authority a delivery schedule with a final completion date for the Work with supporting details within 3-5 calendar days (depending upon the urgency of the requirement) of the issuance of the Work Request by the Project Authority otherwise the Offeror will be by-passed and another Offeror will be contacted.

If the Offeror cannot fulfill the Work Request, the Offeror/Offeror's representative must send a written confirmation and state the reason(s) of non-acceptance. The written confirmation shall be provided to the requesting Project Authority within 3-5 calendar days (depending upon the urgency of the requirement) of the issuance of the Work Request by the Project Authority.

If a response is not received within the specified time-frame, or if the Offeror has confirmed that he/she cannot fulfill the Work Request, the Work Request will then be forwarded to another Offeror (in the case of requirements valued at \$25,000 or less) or, the next ranked Offeror (in the case of requirements valued in excess of \$25,000). This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

The Offeror will be advised of acceptance of their proposal through the issuance of a Call-up Against a Standing Offer Agreement form.

The Offeror shall not commence the Call-up Work until a Call-up Against a Standing Offer Agreement form, signed by both parties is in place. The Offeror acknowledges that any and all Work performed in the

APPENDIX "D"

STATEMENT OF WORK

absence of the aforementioned fully signed Call-up Against a Standing Offer Agreement form will be undertaken at the Offeror's own risk, and the Crown shall not be liable for payment therefor, unless, or until, a fully signed Call-up Against a Standing Offer Agreement form is provided by the Contracting Authority.

Sub-contracting of Call-up Work

Sub-contracting shall not be allowed under any call-up without the prior written approval of the Project Authority.

SW7 REPORTING

As specified in the Call-up(s), the Contractor shall provide regular status reports and various ad hoc oral status updates to the DIAND Project Authority in relation to any and all Call-up(s) issued to the Contractor.

It is the responsibility of the Contractor to facilitate and maintain regular communication with the DIAND Project Authority. In addition, the Contractor is to immediately notify the DIAND Project Authority of any issues, problems, or areas of concern in relation to any work completed under the Call-up as they arise.

Additional reporting requirements will be specified in any resulting Call-up(s).

SW8 PERFORMANCE STANDARDS

In providing Mining Engineering Support Services to DIAND, the Contractor shall, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:

Efficient time management is of utmost importance to DIAND NCSP. At the issuance of each Call-up, DIAND will establish with the Contractor a schedule of milestones and reporting for the work to be completed on the basis of its congruence with the conditions of the Call-up document. The Contractor shall deliver the services by the deadlines established by the DIAND Project Authority, as specified within the Call-up document. Every effort shall be made by DIAND to provide the Contractor with reasonable deadlines.

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 accuracy, completeness and quality of all deliverables and services provided.

The management by the Contractor of service delivery to DIAND in relation to any resulting Call-up shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or federal government regulations, codes and policies.

The Contractor shall ensure that all resources deployed in the provision of services under the SOA and any resultant Call-up(s) are properly trained and qualified to fulfill their responsibilities. In addition, the Contractor shall ensure that all deployed resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.

APPENDIX "D" STATEMENT OF WORK

It is the responsibility of the Contractor to, at all times, conduct itself and to ensure the performance of its deployed resource(s) in accordance with the terms and conditions of the SOA and any resultant Call-up, the Code of Conduct for Procurement, and in the spirit of the Values and Ethics Code for the Public Service. The Contractor is responsible for the quality and completeness of all work completed and submitted to DIAND in fulfillment of any Call-up(s).

In the performance of all work under the SOA and any resultant Call-up(s), the Contractor shall adhere to the Treasury Board guidelines for Modern Management Practices, including those subsumed under the Modern Comptrollership Initiative.

The Contractor shall also guarantee the performance of all work under the SOA and any resultant Call-up(s) is undertaken in accordance with the code of ethics of the engineering profession, as required.

All deliverables rendered under any resultant Call-up(s) are subject to inspection by the DIAND Project Authority or a designated representative. The DIAND Project Authority reserves the right to verify the accuracy and completeness of all deliverables and services submitted by the Contractor.

In the event that the Contractor fails to comply with the conditions of any resultant Call-up, and as identified in DIAND's review of the Contractor's work, DIAND reserves the right to terminate the Call-up and award a Call-up to another qualified Contractor in order to complete the work, in accordance with Appendix "A" - General Conditions.

SW9 CONTRACTOR RESPONSIBILITIES

In fulfilling the terms and conditions of any resultant Call-up(s), the Contractor shall:

- Provide a mutually agreed-upon principal contact person for each Call-up, who shall be actively involved in, and responsible for, all activities undertaken.
- Confirm with the DIAND Project Authority, in writing, the receipt and successful completion of all Call-up requests.
- Work in conjunction and close contact with DIAND personnel and other Contractors, and ensure that DIAND personnel are acquiring appropriate expertise and knowledge transfer from the Contractor.
- Complete assigned work according to pre-defined schedules and standards, as outlined in each Call-up.
- Provide Quality Assurance monitoring on all deliverables.
- As required, liaise with the DIAND Project Authority for meetings, project reviews and other related project management activities.

SW10 GOVERNMENT SUPPORT

DIAND will provide the Contractor with the Call-up documents, which will contain at a minimum, a description of the requirement, and the specific Resource Categories required to complete the project.

APPENDIX "D" STATEMENT OF WORK

The DIAND Project Authority will be named in individual Call-up(s) documents. Alternative representatives will be made available in the event that the named DIAND Project Authority is not available.

DIAND will provide the following to the Contractor, as required for the completion of the work under this SOA, and any resultant Call-up(s):

A "Letter of Introduction" for presentation to departmental staff and/or other parties in order to:

- Identify themselves as a Contractor authorized to provide services on behalf of the Department; and
- Gain escorted access to and/or collect information, and/or to conduct discussions regarding any contract work being conducted on behalf of the Department.
- Permission for the Contractor to be on DIAND premises to review unclassified departmental files and records which cannot be removed from the office. Contractors will be escorted at all times while on DIAND premises.
- Access to research databases and appropriate Departmental personnel and subject matter experts from within the organization to discuss and provide content material.
- Review of reports/submissions and the provision of comments/suggested revisions, in a timely manner.
- Any other information, data and/or assistance, which is not readily available to the Contractor, and is required to complete the tasks and deliverables described in a Call-up(s).
- DIAND will monitor the Contractor's on-going service levels by conducting review meetings with the Contractor on an as-and-when-required basis, to monitor progress, as well as to exchange information relevant to chronic problem areas, action plans, and pending planning activity.

SW11 LOCATION OF WORK AND TRAVEL

Services shall be conducted at the Contractor's place of business and delivered to NCSP Headquarters in Gatineau, located in the National Capital Region (NCR). It is not a requirement that the Contractor possess a site facility within the NCR, however, the Contractor must be available to meet at DIAND's NCR facilities, as required.

Work under any resultant Call-up(s) may require the Contractor to visit NCSP's regional offices and/or contaminated sites as a guest of the Department/site Contractor.

Should any Contractor travel to NCSP's regional offices, a particular site in the North and/or anywhere else in Canada be required, as specified under any resulting Call-up(s), all costs will be reimbursed in accordance with the Treasury Board Travel Directive. All Contractor travel must be authorized in advance by the DIAND Project Authority.

APPENDIX "E"
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.

APPENDIX "E"
TRAVEL EXPENSES INFORMATION

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 October 1, 2013:

Cents/km (Taxes Included)

<i>British Columbia</i>	<i>51.0</i>	<i>New Brunswick</i>	<i>49.5</i>
<i>Alberta</i>	<i>51.5</i>	<i>Prince Edward Island</i>	<i>50.5</i>
<i>Saskatchewan</i>	<i>45.5</i>	<i>Newfoundland</i>	<i>53.0</i>
<i>Manitoba</i>	<i>47.5</i>	<i>Yukon</i>	<i>63.5</i>
<i>Ontario</i>	<i>55.0</i>	<i>Northwest Territories</i>	<i>58.5</i>
<i>Quebec</i>	<i>57.0</i>	<i>Nunavut</i>	<i>58.5</i>
<i>Nova Scotia</i>	<i>51.0</i>		

Hotels

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

Private
Non-Commercial
Accommodations

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

Meals

The following rates (**taxes included**) are applicable during the period of October 1, 2013 to March 31, 2014:

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

Incidental
Expenses

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

2. Receipt Requirements

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

Receipts are required for the following:

APPENDIX "E"
TRAVEL EXPENSES INFORMATION

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"

Certificate of Independent Bid Determination

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

Corporate Name of Recipient of this Submission

for: _____

Name and Number of Bid and Project

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

Name of Tendering Authority

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

I certify, on behalf of: _____

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

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a bid in response to this call for bids;
 - b) could potentially submit a bid in response to this call for bids based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
 - a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a bid; or
 - d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;
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