



June 20, 2014

1000162501

LETTER OF INVITATION

Dear Sir/Madam:

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

Deputy Chief Adjudicator – Independent Assessment Process - Contract

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

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

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

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

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

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

*Bidders should indicate in their proposal the official language(s) in which they can provide the services. The successful Bidder(s) must be able to provide their **services in English**.*

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

Bidders responding to this Request for Proposals (RFP) are requested to submit a financial proposal that provides a confirmation of the price of services based on the predetermined prices established by Canada. As the selection of the successful Bidder(s) will be made on technical merit, Canada has decided to apply a fair and reasonable fixed percentage in order to establish the fee for the required services and apply a maximum time based fees in order to establish the fee for additional services. See **the Pricing Schedule in Annex A.**

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

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

Five (5) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) shall be delivered to the following address, on or before **15:00 hrs, Eastern Daylight Savings Time (EDST), July 31, 2014:**

LETTER OF INVITATION

Mailing Address:

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

Location:

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

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

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

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

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

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

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

Yours sincerely,

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

Attach.

INSTRUCTIONS TO BIDDERS

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

COMPONENT	DESCRIPTION
<u>Selection and Evaluation Criteria</u>	<p>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.</p> <p>Listing experience without providing the supporting data to describe where, when and how such experience was obtained will result in the experience not being included for the evaluation purposes. To substantiate when such experience was obtained, Proposals shall include the years, months and weeks (calculated in total months) in which the experience was gained.</p>
<p>Articles of Agreement</p> <p style="padding-left: 20px;">Appendix A : General Conditions Appendix B : Supplementary Conditions Appendix C : Terms of Payment Appendix D : Statement of Work Appendix E: Travel Expense Information Appendix F: Security Requirements Checklist</p>	<p>This material (Appendixes A–F) is provided for your information only. It details the specific Contract 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.</p>
Annex A: Pricing Schedule	<p>Bidders responding to this Request for Proposals (RFP) are requested to submit a financial proposal that provides a confirmation of the price of services based on the predetermined prices established by Canada. As the selection of successful Bidder will be made on technical merit, Canada has decided to apply a fair and reasonable fixed percentage in order to establish the fee for the required services and apply a maximum time based fees in order to establish the fee for additional services. See the <u>Pricing Schedule in Annex A.</u></p>
Annex B: Certificate of Independent Bid Determination	<p>Annex “B” Certificate of Independent Bid Determination must be returned signed with the Bidder’s Technical Proposal.</p>

INSTRUCTIONS TO BIDDERS

Annex C: Federal Contractor's Program For Employment Equity - Certification	Annex "C" Federal Contractor's Program for Employment Equity - Certification must be completed and returned signed with the bid or prior to contract award.
Annex D :Certifications	Annex "D" Certifications must be returned signed with the Bidder's Technical Proposal.
Annex E: Government Support for Aboriginal Economic Development Through Federal Procurement	This requirement is set aside for Aboriginal suppliers in accordance with the government Procurement Strategy for Aboriginal Business. The bidder MUST certify in its bid that he or she is an Aboriginal business or joint venture as defined within the Procurement Strategy for Aboriginal Business. Bidders MUST complete, sign and submit, as part of their technical proposal package Annex "E" attached hereto.

2. Bidders must provide all information necessary for DIAND to evaluate their proposals and for their proposals to be considered by DIAND, as indicated in this Request for Proposals (RFP). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable DIAND to complete its evaluation.
3. **Five (5) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) must be delivered on or before the date and time stipulated in the Letter of Invitation.** Electronically transmitted bids will not be accepted.
4. **Tender Envelope Submissions**
Bidders must clearly identify, on the envelope containing their Technical Proposal, the following:
Technical Proposal
 - RFP Number: 1000162501
 - Project Name: **Deputy Chief Adjudicator – Independent Assessment Process**
 - Closing Date: July 31, 2014
 - *“Tender Documents Enclosed”*
 - *Bidders Name and Address*
 Bidders must clearly identify, on the envelope containing their Financial Proposal, the following:
Financial Proposal
 - RFP Number: 1000162501
 - Project Name: **Deputy Chief Adjudicator – Independent Assessment Process**
 - Closing Date: July 31, 2014
 - *“Tender Documents Enclosed”*
 - *Bidders Name and Address*
5. **Bidder's GST/HST Registration Number**
Bidders registered in the Federal Goods and Services Tax Program or the Harmonized Sales Tax Program shall set out the registration number in their proposal.

INSTRUCTIONS TO BIDDERS

6. Language of Contractual Documents

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

7. Proposal Signatures

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

8. Legal Capacity

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

9. Debriefing

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

10. Bidders Recourse

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

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

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

11. Bid Validity Period

- 11.1 Bids will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- 11.2 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive Bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.

INSTRUCTIONS TO BIDDERS

- 11.3 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.
- 11.4 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either: (a) continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or (b) cancel the solicitation; or (c) cancel and re-issue the solicitation.

12. Receipt and Custody of Proposals

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

13. Compliance with Request for Proposals Instructions, Clauses and Conditions and Resulting Service Contract Terms and Conditions

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

14. Basis of Fees and Cost Quotation

- 14.1 Bidders must submit their Financial Proposal in accordance with the **Pricing Schedule** attached as **Annex "A"**. The total amount of Goods and Services (GST) or Harmonized Sales Tax is to be shown separately.

15. Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Annex C Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex C Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

16. 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.

INSTRUCTIONS TO BIDDERS

17. 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 Contract.

18. 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

19. Communications During Request for Proposal Tendering Period

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

20. Conflict of Interest

Bids from individuals involved in any selection process, including members of the IAP Oversight Committee, employees of the Indian Residential Schools Adjudication Secretariat, the Court Counsel, or the Supervising Judges, will **not** be accepted.

21. Conditions of Bidding

- a) An individual who is currently engaged as an Adjudicator for the Independent Assessment Process can apply under this RFP. If successful under the RFP, their current contract with Canada will be terminated by mutual consent prior to the award of the contract for Deputy Chief Adjudicator.
- b) If the bidder is an employee of Canada and is declared as the winning Bidder for the Deputy Chief Adjudicator contract, he or she will have to resign from the position with the Federal Government prior to the award of the contract.
- c) Bidders wishing to submit a proposal for more than one individual must submit a separate bid for each individual being proposed. In the event that the proposed individual is successful under this RFP, but subsequently leaves the bidding firm, the ensuing contract will be declared null and void.

22. Mandatory Training

The successful resource must be available for a five (5) day training session, to be held at a location and time yet to be determined. Travel and living expenses for individuals residing outside the area (more than 100 km) where interviews are conducted will be reimbursed.

The Bidder will be paid its authorized travel and living expenses, reasonably and properly incurred for

INSTRUCTIONS TO BIDDERS

attending the mandatory training, at cost, without any allowance for the overhead or profit, in accordance with the meals, private vehicle and incidental allowances specified in Treasury Board Travel Directive http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp and with the other provisions of the directive referring to “traveller’s”, rather than “employees”. No additional costs associated with this process will be reimbursed.

23. Set-Aside Program for Aboriginal Business

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

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

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

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

24. Security Requirements

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

INSTRUCTIONS TO BIDDERS

f. Effective Date of Screening or Clearance.

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

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

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

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

SELECTION AND EVALUATION CRITERIA

Section I: Technical Proposal

- 1.1 In their Proposal, Bidders shall demonstrate their understanding of the requirements contained in the Proposal Solicitation and explain how they will meet these requirements. Bidders shall demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- 1.2 The Technical Proposal shall address clearly and in sufficient detail the points that are subject to the evaluation criteria against which the Proposal will be evaluated. Simply repeating the statement contained in the Proposal solicitation is not sufficient. In order to facilitate the evaluation criteria under the same headings, Canada requests that the Bidders address and present topics in the order of evaluation criteria under the same heading. To avoid duplication, Bidders may refer to different sections of their Proposal by identifying the specific paragraph and page number where the subject topic has already been addressed.
- 1.3 Listing experience without providing the supporting data to describe where, when and how such experience was obtained will result in the experience not being included for the evaluation purposes. To substantiate when such experience was obtained, Proposals shall include the years, months and weeks (calculated in total months in which the experience was gained).
- 1.4

Section II: Financial Proposal

- 2.1 Bidders must submit their Financial Proposal in accordance with the **Pricing Schedule** attached as **Annex "A"**. The total amount of Goods and Services (GST) or Harmonized Sales Tax is to be shown separately.
- 2.2 Bidders responding to this RFP are requested to submit one (1) copy of their financial proposal that provides a confirmation of the prices of services based on the predetermined pricing established by Canada. See **Pricing Schedule** detailed in the attached **Annex "A"**.
- 2.3 There will be no Price of Services rating or scoring for this project. The Price of Services for this Project has been established in advance in accordance with the **Pricing Schedule** detailed in the attached **Annex "A"**. **Bidders are required to submit this form with their Proposal.**
 - a) All fixed daily rates included in the **Pricing Schedule detailed in Annex "A"**;
 - b) When preparing its financial Proposal, the Bidder should review **Pricing Schedule in Annex "A"**

Section III: Evaluation Procedures

- 3.1 Proposals will be assessed in accordance with the entire requirements of the Proposal solicitation included in the technical evaluation and criteria.
- 3.2 An Evaluation Committee/Selection Board composed of one representative from each of the parties representing former students, plaintiffs' counsel, church entities, government and the non-voting participation of the Chief Adjudicator or his designate will evaluate the proposals.
- 3.3 Point rated evaluation criteria not addressed will be given a score of zero.
- 3.4 Listing experience without providing the supporting data to describe where, when and how such experience was obtained will result in the experience not being included for evaluation purposes. To

SELECTION AND EVALUATION CRITERIA

substantiate when such experience was obtained, Proposals shall include the years, months and weeks (calculated in total months in which the experience was gained).

Section IV: Basis of Selection

4.1 To be declared responsive, a Proposal must:

- a) comply with all the requirements of the Proposal solicitation;
- b) meet all the mandatory requirements of this solicitation;
- c) obtain the minimum pass-mark score of 60% on the point rated requirements (RT1-RT5 inclusive);
- d) include all references requested; and
- e) accept the terms of the payment set out in attached Pricing Schedule - Annex "A"

Proposals not meeting 4.1 (a) (b) (c) (d) and/or (e) will be declared not responsive.

4.2 The Selection Process will be conducted in five (5) stages:

- Stage 1 – Evaluation of Mandatory Criteria;
- Stage 2 – Evaluation of Point Rated Criteria;
- Stage 3 – Reference Check;
- Stage 4 – Top Six (6) candidates will be interviewed for personal suitability;
- Stage 5 – The Oversight Committee will ratify the recommendations of the selection board.

4.3 To be considered an eligible compliant bidder, a Proposal must meet:

- a) All of the mandatory requirements of this solicitation. Failure on the part of the Bidder to adequately or sufficiently substantiate the information required for any of the Mandatory Criteria will result in the Bidder's Proposal being deemed non-responsive, and the Proposal will be given no further consideration;
- b) A minimum pass-mark score of 60% on Point-Rated Criteria RT1-RT5 (inclusive). Failure on the part of the Bidder to achieve the minimum pass-mark of 60% on Point-Rated Criteria RT1-RT5 inclusive will result in the Bidder's Proposal being deemed non-responsive, and the Proposal will be given no further consideration;
- c) A successful personal suitability interview; if personal suitability is not demonstrated, the proposed individual will be declared non-compliant and will not be evaluated further.

4.4 Personal Suitability Interviews

The six proposed resources with the highest technical score (minimum 60%) will be invited for a structured interview in order to demonstrate personal suitability. If a resource is found to be unsuitable by the selection board, the Bidder will be declared non-responsive, and will be given no further consideration. If any of the individuals are found to be unsatisfactory by the selection board, the selection board reserves the right to interview additional individuals.

Interviews will be conducted in a location to be determined following the Technical Proposal Evaluation.

The Bidder will be paid its authorized travel and living expenses, reasonably and properly incurred for attending

SELECTION AND EVALUATION CRITERIA

the interview, at cost, without any allowance for the overhead or profit, in accordance with the meals, private vehicle and incidental allowances specified in Treasury Board Travel Directive http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp and with the other provisions of the directive referring to “traveler’s”, rather than “employees”. Travel and living expenses for individual residing in the region where the interviews are conducted will be at the Bidder’s expense. Travel and living expenses for individual residing outside the area (more than 100 km) where interviews are conducted will be reimbursed, in accordance with the Travel Directive.

4.5 Definitions

The following definitions apply to all Criteria where the terms appear, below:

“**Must**” refers to a requirement. Failure on the part of the Bidder to provide the information or demonstrate it meets a requirement expressed by “**must**” within its Proposal will result in the Proposal being deemed non-compliant and no further consideration given.

“**Should**” refers to a desired element. Failure on the part of the Bidder to provide the information requested by “**should**” within its Proposal or to demonstrate that it meets the element expressed by “**should**” may result in the Bidder receiving less than full points on any Point-Rated Criteria. Bidders are encouraged to address all elements expressed by “**should**”.

Section A - Mandatory Requirements

Criterion	Description	Met/Not Met
MT1	At bid closing, the proposed resource MUST hold a law degree from a recognized university with at least ten (10) years at the Bar. The date the candidate was called to the Bar; and a copy of the university degree or an official transcript with the university seal must be provided.	
MT2	At bid closing, the proposed resource MUST have at least four (4) years experience in the adjudication of claims involving issues of credibility, causation and damages. Information in Table 1 must be provided to demonstrate experience; overlapping months will not be counted twice in the calculation of the total months of experience.	
MT3	At bid closing, the proposed resource MUST demonstrate experience in review and/or appeal decision writing relating to adjudicated claims involving issues of credibility, causation and damages. Information in Table 1 must be provided to demonstrate experience.	
MT4	A copy of the c.v. of the proposed resource, and two references who can attest to the personal suitability of the resource must be included in the bid submission.	
MT5	The Bidder MUST certify that all information provided in response to this solicitation is valid and true, by signing and dating all of the certifications contained within the solicitation document and submitting them with their Technical Proposal	

SELECTION AND EVALUATION CRITERIA

Table 1

Start and end date	mm/yy to mm/yy	Total Months =
Organization		
Role of Resource		
Detailed Description of Experience		
Reference to support Experience	Name Phone Number e-mail address	

SELECTION AND EVALUATION CRITERIA

Section B – Rated Requirements

A minimum pass mark of 60% is required on the rated requirements.

Criterion	Description	Max Points
RT1	<p>The proposed resource should demonstrate at least four (4) years experience, at the date of bid closing, in conducting hearings, as well as writing decisions involving legal and factual issues similar to those contemplated in the <i>Settlement Agreement</i>. The <i>Settlement Agreement</i> can be found at: www.residentialschoolsettlement.ca/settlement.html.</p> <p>Information in Table 1 MUST be provided to demonstrate experience; overlapping months will not be counted twice in the calculation of the total months of experience.</p> <p>Points will be awarded based on the following scale:</p> <ul style="list-style-type: none"> • Up to 10 pts – at bid closing, four (4) or more years experience that is <u>somewhat relevant</u> to those contemplated in the Settlement Agreement • 11 to 15 pts – at bid closing, four (4) or more years experience that is <u>moderately relevant</u> to those contemplated in the Settlement Agreement • 16 to 25 pts – at bid closing, four(4) or more years experience that is <u>very relevant</u> to those contemplated in the Settlement Agreement 	25
RT2	<p>The proposed resource should demonstrate that he/she has substantial expertise by means of education and/or experience, or a combination of these, to Canadian Aboriginal people and history, culture, and current issues, that will assist him/her with the responsibilities of a Deputy Chief Adjudicator.</p> <p>Substantial expertise could entail, but is not limited to, the following:</p> <ul style="list-style-type: none"> • Education: undergraduate studies, including a curriculum of courses in Aboriginal Law or Canadian Studies or History of Aboriginal People of Canada or Aboriginal-Self Government or Treaty Rights. • Experience: Board member of an Aboriginal organization for at least six (6) months; participation in an Aboriginal community project; mediation in Aboriginal communities or involving Aboriginal people; direct involvement in the work of an Aboriginal foundation or commission (e.g., Aboriginal Healing Foundation, Claims Commission; or work directly with Aboriginal clients in communities or urban centres. <p>Information MUST be provided in TABLE 1 to demonstrate experience; overlapping months will not be counted twice in the calculation of the</p>	25

SELECTION AND EVALUATION CRITERIA

	<p>total months of experience.</p> <p>Points will be awarded based on the following scale:</p> <ul style="list-style-type: none"> • Up to 10 pts – Significant and somewhat relevant expertise • 11 to 20 pts – Substantial and somewhat relevant expertise • 20 to 25 pts – Substantial and directly relevant expertise 	
<p>RT3</p>	<p>The proposed resource should have experience that demonstrates knowledge and sensitivity to sexual and physical abuse.</p> <p>Experience could entail, but is not limited to, the following examples:</p> <ul style="list-style-type: none"> ▪ Working as counsel on a legal case related to claims of institutional abuse; ▪ Investigating sexual abuse cases; ▪ Adjudicating sessions of either sexual or physical or both abuse allegations; ▪ Conducting research project(s) on sexual and physical abuse victims. <p>Information in Table 1 MUST be provided to demonstrate experience; overlapping months will not be counted twice in the calculation of the total months of experience.</p> <p>The response must not be a repetition of the wording of the criterion but should address issues associated with this requirement. Points will be awarded based on the following scale:</p> <ul style="list-style-type: none"> • Up to 15 pts – The response demonstrates experience from which knowledge and sensitivity of sexual and physical abuse can be reasonably inferred • 16 to 25 pts – The response demonstrates extensive or intensive firsthand experience that clearly demonstrates knowledge and sensitivity to sexual and physical abuse 	<p>25</p>
<p>RT4</p>	<p>The proposed resource should have at least two (2) years experience in the last 10 years related to Personal Injury Law. For the purposes of this criterion, personal injury law is deemed to involve an individual or individuals claiming to have been injured, physically or psychologically, as a result of the negligence or wrongdoing of another party.</p> <p>Information in Table 1 MUST be provided to demonstrate experience; overlapping months will not be counted twice in the calculation of the total months of experience.</p> <p>Points will be awarded based on the following scale:</p> <ul style="list-style-type: none"> • Up to 5 pts – experience is moderately relevant to the 	<p>15</p>

SELECTION AND EVALUATION CRITERIA

	<p>services required to be provided</p> <ul style="list-style-type: none"> • 6 to 10 pts – experience is quite relevant to the services required to be provided • 11 to 15 pts – experience is extensive and very relevant to the services required to be provided 	
RT5	<p>The proposed resource should be an Aboriginal person (First nations, Métis or Inuit)</p> <p>Evidence of being an Aboriginal person must be provided.</p>	10

Section C - Reference Check

References may be contacted at the discretion of the Selection Board.

Section D - Structured Interview Process

The six (6) proposed resources with the highest technical score (minimum 60%) will be invited for a structured interview in order to demonstrate personal suitability. If a resource is found to be unsuitable by the selection board, the Bidder will be declared non-responsive, and will be given no further consideration. If a resource is found to be unsatisfactory by the selection board, the selection board reserves the right to interview additional individual(s).

Section E - Financial Evaluation

Bidders responding to this RFP are requested to submit a financial proposal that provides a confirmation of the fixed daily rate for services based on the per diem rate established by Canada and terms offered. As the selection of the successful Bidder will be made on basis technical merit, Canada has decided to apply a fair and reasonable fixed percentage in order to establish the fee for required services and apply a maximum time based on fees in order to establish the fee for additional services. See **Pricing Schedule** detailed in the attached **Annex “A”**.

There will be No Price of Services rating or scoring for this project. The price of Services for this project has been established in advance in accordance with the Price Proposal Form provided in the attached **Pricing Schedule in Annex “A”**. **Bidders are required to submit this form with their Proposal.**

- a) All fixed daily rates included in the **Pricing Schedule detailed in Annex “A”**;
- b) When preparing its financial Proposal, the Bidder should review **Pricing Schedule in Annex “A”**



ARTICLES OF AGREEMENT

Contract Number 1000162501

File Number 1632-11/ 1000162501

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

and

[Contractor's Name]

[Street Address]

[City] , [Province] [Postal Code]

(referred to in the Contract as the "Contractor").

Her Majesty and the Contractor agree as follows:

A1 CONTRACT

1.1 The following documents and any amendments relating thereto form the Contract 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;
- 1.1.7 the document attached hereto as Appendix "F" and titled "Security Requirements Checklist", referred to herein as the Security Requirements Checklist.

1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

2.1 The Contractor shall, between the date of these Articles of Agreement and **September 30, 2017**, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

A3 CONTRACT AMOUNT

3.1 Subject to the terms and conditions of this Contract 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 **\$2,000,000.00**. (Applicable taxes included)

A4 APPROPRIATE LAW

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

ARTICLES OF AGREEMENT

A5 DEPARTMENTAL REPRESENTATIVE

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

This Contract 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 AND ASSIGNS

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

GC3 ASSIGNMENT

- 3.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.

GC4 TIME OF THE ESSENCE

- 4.1 Time is of the essence of the Contract.
- 4.2 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.
- 4.3 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.
- 4.4 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.

APPENDIX "A"**GENERAL CONDITIONS**

- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, Her Majesty may exercise any right of termination contained in GC7.

GC5 INDEMNIFICATION

- 5.1 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.
- 5.2 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.
- 5.3 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.

GC6 NOTICES

- 6.1 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.

GC7 TERMINATION OR SUSPENSION

- 7.1 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.
- 7.2 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.
- 7.3 In addition to the amount which the Contractor shall be paid under GC7.2, 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.
- 7.4 Payment and reimbursement under the provisions of GC7 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.
- 7.5 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.

APPENDIX "A"**GENERAL CONDITIONS**

7.6 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 GC7 except as expressly provided therein.

GC8 TERMINATION DUE TO DEFAULT OF CONTRACTOR

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

8.1.1 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

8.1.2 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.

8.2 In the event that Her Majesty terminates the work in whole or in part under GC8.1, 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.

8.3 Upon termination of the work under GC8.1, 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.

8.4 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.

8.5 If, after the Minister issues a notice of termination under GC8.1, 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 GC7.1 and the rights and obligations of the parties hereto shall be governed by GC7.

GC9 ACCOUNTS AND AUDITS

9.1 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.

9.2 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.

9.3 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.

APPENDIX "A"
GENERAL CONDITIONS

GC10 CONFLICT OF INTEREST

10.1 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.

GC11 CONTRACTOR STATUS

11.1 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.

GC12 WARRANTY BY CONTRACTOR

12.1 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.

12.2 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.

GC13 AMENDMENTS

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

GC14 ENTIRE AGREEMENT

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

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

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

SC2 SALES TAX

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

SC3 IDENTIFICATION/ACCESS CARD

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

SC4 OFFICIAL LANGUAGES

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

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

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

SC6 CRIMINAL CODE OF CANADA

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

SC7 GENDER-BASED ANALYSIS

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

SC8 CERTIFICATION - CONTINGENCY FEES

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

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****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 INTELLECTUAL PROPERTY

10.1 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.

SC11 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) PROGRAM

11.1 The Contractor's GST/HST number is (to be indicated at contract award)

SC12 SPECIFIC INDIVIDUALS

12.1 It is understood and agreed that the work under this Contract shall be performed by **(to be indicated at contract award)** .

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 Contract unless that individual is in compliance with the applicable post-employment provisions; and

that during the terms of the Contract any persons engaged in the course of carrying out this Contract 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 Contract 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 Contract 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 Contract unless that individual is in compliance with the applicable post-employment provisions.

APPENDIX "B"
SUPPLEMENTARY CONDITIONS

SC 14 SUBCONTRACTING

The Department intends to award up to two (2) contracts as a result of this proposal call. Due to the sensitive nature of the work to be completed under the contract, sub-contracting of all or any portion of the work is not acceptable.

**SC15 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # 1600162501**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)** with approved **Document Safeguarding** at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must **EACH hold a valid RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. Processing of PROTECTED materiel electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Appendix F;
 - (b) Industrial Security Manual (Latest Edition)

SC16 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONTRACTOR

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

APPENDIX "C"
TERMS OF PAYMENT

TP1 Payment for the satisfactory performance of the work under this agreement shall be based on:

Contract Period	Per Diem
September 2, 2014 to March 31, 2015	\$1543
April 1, 2015 to March 31, 2016	\$1579
April 1, 2016 to March 31, 2017	\$1615
April 1, 2017 to September 30, 2017	\$1651

Maximum Authorized Fees	\$0.00
Actual and reasonable travel expenses for transportation, accommodation, meals and incidentals incurred by the Contractor as may be authorized by the Departmental Representative to a maximum amount of	
	\$0.00
Expenses directly related to the Work under this agreement to be invoiced at a flat rate of \$85.00 per First Claimant hearing, once the First Claimant hearing has been completed, for such items as photocopying/printing hearing documents, courier services, conference calls, and products for elder ceremonies, if and when required	
	\$0.00
Maximum Authorized Amount for Fees and Expenses	
	\$0.00
Maximum GST/HST/QST Payable	
	\$0.00*
Total Maximum Authorized Contract Value.....	
	\$2,000,000.00

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

TP2 Payment will be made for days actually worked with no provision for annual leave, statutory holidays and sick leave. If a Contractor employee works less than 7.5 hours on any day, the amount invoiced must be prorated to reflect the actual time worked in accordance with the following formula:

$$\text{Hourly Rate} = \frac{\text{Hours worked}}{7.5} \times \text{Per Diem}$$

TP3 Any travel and living expenses will be reimbursed in accordance with Treasury Board Travel Directive in effect at the time of travel and upon submission of original receipts with no allowance for profit or overhead.

The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle, and incidental allowances specified in Appendices B, C, and D of the Treasury Board Directive and with the other provisions of the directive referring to “travellers”, than those referring to “employees”. Travel within the same city as the contractor’s work location will not be reimbursed, as these costs will be considered commuting.

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

Time spent by a Contractor traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometres from the individual’s work location may be billed **\$400/day**.

APPENDIX "C"**TERMS OF PAYMENT**

TP4 In the event that a hearing is canceled with less than forty-eight hours notice, the contractor may invoice for one day at full per diem rate. If a hearing is canceled with more than forty-eight hours, but less than ten (10) calendar days notice, the contractor may invoice for one half-day per diem rate.

In the event that a hearing is canceled with less than fourteen (14) calendar days notice and the rescheduled hearing is assigned to another Adjudicator, the original Adjudicator may invoice for the \$85.00 hearing expense upon re-assignment of the file. If the rescheduled hearing is assigned to the same Adjudicator, the hearing expense should be billed at the time the rescheduled hearing is completed.

TP5 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.

TP6 This Contract value shall not be exceeded without the approval of the Contract signing authority.

TP7 **For Contracts 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.

TP8 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.

TP9 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%.

TP10 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.

TP11 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.

TP12 **FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST)
REGISTRANTS AND NON-REGISTRANTS**

12.1 **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,

APPENDIX "C"**TERMS OF PAYMENT**

- 12.2 **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.

TP13 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS**13.1 Progress Payments**

Unless otherwise agreed upon by the Departmental Representative, Progress Payments will be made to the Contractor on a monthly basis upon compliance with the following terms and conditions and in accordance with the Invoicing Instructions specified herein.

13.2 Progress Claims and Invoicing

- 13.2.1 **Progress Claims:** Progress Claims, which must include, at a minimum, the following information/documentation, shall be prepared by the Contractor and submitted to the Departmental Representative in accordance with the Invoicing Instructions detailed herein on a monthly basis:

- a) Contractor's Name and Address;
- b) Progress Claim Number;
- c) Contract Number;
- d) Contractor's Report of Progress/Activities;
- e) Period of Work covered by the Progress Claim; and
- f) Description of Expenditures (expenditures shall be claimed in accordance with the Contract Basis and Method of Payment).

13.2.2 Certificate of Contractor

It is understood and agreed, that in submitting a Progress Claim, the Contractor is certifying that:

- a) All authorizations required under the Contract have been obtained. The Progress Claim is consistent with the progress of the Work and is in accordance with the terms of the Contract.
- b) Indirect costs have been paid for, or accrued, in the Contractor's accounts.
- c) Direct materials and Work under subcontract have been received, accepted and either paid for, or accrued, in the Contractor's accounts following receipt of invoice from vendors/subcontractors, and have been, or will be, used exclusively for the purpose of the Contract.
- d) All direct labour costs have been paid for, or accrued, in the Contractor's accounts and all such costs were incurred exclusively for the purpose of the Contract.
- e) All other direct costs have been paid for, or accrued, in the Contractor's accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the Contract.
- f) The Contractor has not been given notice of, nor is he/she aware of, any liens, encumbrances, charges or other claims against the Work.

13.3 Invoicing Instructions

- 13.3.1 On a pre-determined monthly date which has been mutually agreed upon by the parties to the Contract, the Contractor shall submit two (2) copies of their invoice to the Departmental Representative as named in the Contract.

APPENDIX "C"**TERMS OF PAYMENT****13.3.2 All invoices for Progress Claims shall be submitted to:**

To be identified at contract award
Department of Indian Affairs and Northern Development
Room - 10 Wellington Street
Gatineau, Quebec K1A 0H4

and must be accompanied by:

- a) a "Progress Claim" (in accordance with the requirements of 13.2.1 above); and
- b) all receipts (for invoices including hospitality, miscellaneous and/or travel expense claims).

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

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

Progress Claim payments will only be made upon receipt and acceptance of the above noted documentation.

APPENDIX "D"**STATEMENT OF WORK****Deputy Chief Adjudicator - Independent Assessment Process****1.0 BACKGROUND**

The Independent Assessment Process (IAP) is part of the Indian Residential Schools Settlement Agreement (IRSSA) implemented in 2007, and aims to bring a fair and lasting resolution to the harm caused by residential schools. The agreement involved representatives of Aboriginal groups, churches, the government of Canada, and counsel for claimants, and is the largest class action settlement in Canadian history. The IAP was developed as a replacement for the Alternative Dispute Resolution process (also known as the DR Model) which was implemented in 2003.

The IAP provides adjudication of individual claims of abuse arising from, or connected to, the Indian Residential Schools system. The IAP is intended to compensate claims of sexual and serious physical abuse, as well as other wrongful acts which have caused serious psychological consequences to the claimant. In implementing the IAP, the Indian Residential Schools Adjudication Secretariat (IRSAS) endeavours to provide a claimant-centered approach, while being neutral and fair to all parties.

Applications were accepted under the IAP for five years from the implementation date of the IRSSA (September 19, 2007) to the application deadline (September 19, 2012). At the drafting of the IRSSA, it was estimated that about 12,500 claims would be processed under the IAP. However, it now appears that the total number of admitted claims will be closer to 35,000. Since 2007, approximately 26,000 claims have had a hearing, paper review or were settled by negotiation. The remaining caseload will need to be resolved before the IAP can be completed. The IRSSA sets volume requirements (2,500 per year) and time limitations (hearing dates offered within nine months of a claim being screened in). The current goal is to complete up to 4,500 claims per year. A key challenge in the coming months and years will be to comply with the IRSSA's time limitations while dealing with the large volume of cases filed shortly before the application deadline.

The IAP is administered by the Indian Residential Schools Adjudication Secretariat (IRSAS) under the direction of a Chief Adjudicator in an independent, objective and impartial manner. The IRSAS is managed by an Executive Director who oversees the day-to-day operations. The Executive Director reports to the Chief Adjudicator on all operational matters, and to the Deputy Minister of Aboriginal Affairs and Northern Development Canada (AANDC) in the exercise of delegated financial and human resources authorities. In this regard, the Adjudication Secretariat is similar to other courts and tribunals that operate independently within a government administration context.

The IRSAS has a complement of approximately 272 staff to screen claims to determine if they fall within the terms of the IAP, receive mandatory documents to ensure claims are hearing-ready, schedule hearing dates, arrange hearing logistics and conduct post-hearing processes leading up to the release of decisions. In addition, the IRSAS has contracts with over 100 adjudicators.

Under the IAP, compensation follows validation of a claim by an independent Adjudicator and is based on comprehensive definitions of abuse and on a compensation grid contained in the Settlement Agreement. The standard of proof is the balance of probabilities, which is the same as it is in any civil proceeding. However, in most claims the standard of proof required to establish the causal relationship between compensable acts and consequential harms is a 'plausible link' as defined in the IRSSA. Hearings are presided over by a neutral third-party – an Adjudicator – who will hear all testimony, will be the sole questioner of all witnesses, determine which facts of the case are proven and prepare a written report with the findings and level of compensation (if any). Where abuse is proven, compensation will be awarded according to a standard compensation framework. The framework contains a common structure to assess the severity of acts alleged and their impacts on each individual. The parties may also choose to settle claims without a hearing.

Further information on the IAP model can be found in the Settlement Agreement. The agreement is posted online at www.residentialschoolsettlement.ca/settlement.html.

2.0 SCOPE OF WORK

APPENDIX "D"

STATEMENT OF WORK

The Indian Residential Schools Adjudication Secretariat (IRSAS) requires the services of one, or more Deputy Chief Adjudicators (DCA) to assist the Chief Adjudicator in implementing the IAP and directing the operations of the IRSAS.

3.0 TASKS AND DELIVERABLES

The Deputy Chief Adjudicator must deliver the following:

1. Manage and supervise the work of adjudicators depending on the caseload of the Chief Adjudicator's office;
2. Assist in the selection of Adjudicators;
3. Oversee the assignment of Adjudicators to hearings and reviews;
4. Assist in the implementation of training programs and administrative measures designed to ensure consistency among the decisions of Adjudicators in the interpretation and application of the IAP;
5. Assist the Chief Adjudicator with the implementation a Code of Ethics and assist in ensuring its compliance;
6. Advise the Chief Adjudicator on an ongoing basis the training and mentoring needs of Adjudicators and assist in developing appropriate programs;
7. Assist Adjudicators with settlement discussions;
8. Preside over hearings;
9. Provide advice to Adjudicators on compliance with the IAP;
10. Prepare for consideration by the Chief Adjudicator and propose instructions to effectively implement the IAP;
11. Receive complaints about the performance of Adjudicators and as appropriate meet with Adjudicators to discuss concerns and develop remedial actions;
12. Communicate with regulatory bodies and law enforcement agencies;
13. Inform the Chief Adjudicator of the performance of Adjudicators;
14. Reviews Adjudicator's decision to ensure that they properly applied the Model to the facts as found by the Adjudicator, and if not, correct the decision;
15. Recommend modifications to the policies and standards of the Secretariat to the Chief Adjudicator, as required;
16. Carry out all other functions assigned by the Chief Adjudicator, and be prepared to act as Chief Adjudicator, in his/her absence, upon request; and
17. Prepare quarterly reports for the Chief Adjudicator on the functioning of the adjudicative process under the IAP, for his/her area of responsibility;
18. Provide legal representation on behalf of the Chief Adjudicator before the Supervising Courts and other courts and tribunals, as required.

In addition to the general tasks listed above, on a regular basis, the Deputy Chief Adjudicator must:

1. Meet with the Chief Adjudicator and the Oversight Committee as required;
2. Provide advice and guidance to Adjudicators on issues that confront them from day to day such as:
 - a) Interpretation of provisions of the Model,
 - b) Procedural requirements at a hearing,

APPENDIX "D"

STATEMENT OF WORK

- c) Acceptable standards of writing decisions both with respect to their findings and the application of them to the requirements of the Model;
- 3. Participate in periodic meetings with the parties to review the processes or issues arising in their execution; and
- 4. Interface with IAP Secretariat staff.

APPENDIX "E" TRAVEL EXPENSE INFORMATION

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

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

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

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

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

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

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

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

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

Private Motor
Vehicles

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

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

**APPENDIX "E"
TRAVEL EXPENSE INFORMATION**

The following kilometric rates (**taxes included**) are applicable effective April 1, 2014:

Cents/km (Taxes Included)

<i>British Columbia</i>	<i>48.0</i>	<i>New Brunswick</i>	<i>50.5</i>
<i>Alberta</i>	<i>44.0</i>	<i>Prince Edward Island</i>	<i>50.5</i>
<i>Saskatchewan</i>	<i>45.5</i>	<i>Newfoundland</i>	<i>53.0</i>
<i>Manitoba</i>	<i>47.0</i>	<i>Yukon</i>	<i>62.5</i>
<i>Ontario</i>	<i>57.0</i>	<i>Northwest Territories</i>	<i>63.0</i>
<i>Quebec</i>	<i>51.5</i>	<i>Nunavut</i>	<i>61.0</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 April 1, 2014 to September 30, 2014:

	<u>All Provinces</u>	<u>Yukon & Alaska</u>	<u>NWT</u>	<u>Nunavut</u>
<i>Breakfast:</i>	\$15.95	\$15.85	\$22.20	\$21.50
<i>Lunch:</i>	\$15.25	\$19.20	\$23.75	\$31.65
<i>Dinner:</i>	\$42.45	\$50.85	\$54.10	\$70.55

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

2. Receipt Requirements

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

Receipts are required for the following:

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

APPENDIX "F" SECURITY REQUIREMENTS CHECKLIST



Government of Canada /
Gouvernement du Canada



Contract Number / Numéro du contrat 1600162501
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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APPENDIX "F" SECURITY REQUIREMENTS CHECKLIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 1600162501
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)													
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)													
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis													
<table style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ</td> <td><input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL</td> <td><input type="checkbox"/> SECRET SECRET</td> <td><input type="checkbox"/> TOP SECRET TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET – SIGINT TRÈS SECRET – SIGINT</td> <td><input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL</td> <td><input type="checkbox"/> NATO SECRET NATO SECRET</td> <td><input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS</td> <td colspan="3"></td> </tr> </table> <p>Special comments: Commentaires spéciaux : _____</p> <p>NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.</p>	<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET	<input type="checkbox"/> TOP SECRET – SIGINT TRÈS SECRET – SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS				
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET										
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<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS													
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)													
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS													
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui												
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
PRODUCTION													
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)													
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												

APPENDIX "F" SECURITY REQUIREMENTS CHECKLIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 1600162501
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

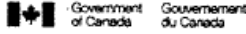
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

Security Classification / Classification de sécurité UNCLASSIFIED
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APPENDIX "F" SECURITY REQUIREMENTS CHECKLIST

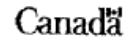


Contract Number / Numéro du contrat
1600162501
 Security Classification / Classification de sécurité

PART 1 - AUTHORITY FOR EXECUTION				
13. Organization Project Authority / Chargé de projet de l'organisme Name (print) - Nom (en lettres mouillées) SHELLEY TREVETHAN		Title - Titre EXECUTIVE DIRECTOR		Signature
Telephone No. - N° de téléphone 613-949-9849	Facsimile No. - N° de télécopieur 613-949-9770	E-mail address - Adresse courriel shelley.trevethan@irsad-sapi.gc.ca	Date June 12, 2014	
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) - Nom (en lettres mouillées) JOSEPH BLANCHARD		Title - Titre Head Personal Security Contractor and Awareness		Signature
Telephone No. - N° de téléphone (819) 953-3730	Facsimile No. - N° de télécopieur (819) 994-6774	E-mail address - Adresse courriel blanchard.joseph@rsd.gc.ca	Date JUN 16 2014	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui				
16. Procurement Officer / Agent d'approvisionnement Name (print) - Nom (en lettres mouillées) Celine Viner		Title - Titre Senior Proc. Officer		Signature
Telephone No. - N° de téléphone 819 994 7304	Facsimile No. - N° de télécopieur 819 953 7830	E-mail address - Adresse courriel Celine.Viner@aadnc-aaandc.gc.ca	Date June 13, 2014	
17. Contracting Security Authority / Autorité contractante en matière de sécurité Name (print) - Nom (en lettres mouillées) Anna Kulycka		Title - Titre Contract Security Officer - Contract Security Division		Signature
Telephone No. - N° de téléphone 613-957-1258	Facsimile No. - N° de télécopieur 613-954-4171	E-mail address - Adresse courriel Anna.Kulycka@psgc-pwgsc.gc.ca	Date June 18, 2014	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



**ANNEX "A"
PRICING SCHEDULE**

PRICING SCHEDULE - DEPUTY CHIEF ADJUDICATION SERVICES

For confirmation purposes only, the Proposal confirmation price will be established as follows:

The Contractor will be paid fixed, all inclusive daily rates as follows, for Work performed pursuant to the Contract, customs duty is extra and, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra, if applicable, as detailed below:

Contract Period	Per Diem
September 2, 2014 to March 31, 2015	\$1543
April 1, 2015 to March 31, 2016	\$1579
April 1, 2016 to March 31, 2017	\$1615
April 1, 2017 to September, 2017	\$1651

Payment will be made for days actually worked with no provision for annual leave, statutory holidays and sick leave. If a Contractor employee works less than 7.5 hours on any day, the amount invoiced must be prorated to reflect the actual time worked in accordance with the following formula:

$$\text{Hourly Rate} = \frac{\text{Hours worked}}{7.5 \text{ hours}} \times \text{Fixed Daily Rate}$$

The daily rates are fixed. The contractors must accept the terms of payment.

Canada will not accept any travel and living expenses incurred by the Bidder as a consequence of any relocation required to satisfy the terms of any resulting Contract.

The daily rates above are fair and reasonable and Canada considers them to be fair market value. They have established this by researching similar services and through enquiries.

Hearing Expenses

Expenses directly related to the Work under this agreement to be invoiced at a flat rate of \$85.00 per First Claimant hearing, once the First Claimant hearing has been completed, for such items as photocopying/printing hearing documents, courier services, conference calls, and products for elder ceremonies, if and when required.

In the event that a hearing is canceled with less than forty-eight hours notice, the contractor may invoice for one day at full per diem rate. If a hearing is canceled with more than forty-eight hours, but less than ten (10) calendar days notice, the contractor may invoice for one half-day per diem rate.

In the event that a hearing is canceled with less than fourteen (14) calendar days notice and the rescheduled hearing is assigned to another Adjudicator, the original Adjudicator may invoice for the \$85.00 hearing expense upon re-assignment of the file. If the rescheduled hearing is assigned to the same Adjudicator, the hearing expense should be billed at the time the rescheduled hearing is completed.

Travel Expenses

Any travel and living expenses will be reimbursed in accordance with Treasury Board Travel Directive in effect at the time of travel and upon submission of original receipts with no allowance for profit or overhead.

**ANNEX "A"
PRICING SCHEDULE**

The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle, and incidental allowances specified in Appendices B, C, and D of the Treasury Board Directive and with the other provisions of the directive referring to “travellers”, than those referring to “employees”. Travel within the same city as the contractor’s work location will not be reimbursed, as these costs will be considered commuting.

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

Time spent by a Contractor traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometres from the individual’s work location may be billed \$400/day.

The fixed all inclusive rates specified herein are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent traveling from the specified individual’s work location to a specific pre- authorized work assignment that is less than 100 kilometres. Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling shall not be permitted under any resulting contract.

I accept all terms and conditions of Annex “A” Pricing Schedule which is hereby attached as the Financial Proposal.

SIGNATURE

DATE

ANNEX "B"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

Corporate Name of Recipient of this Submission

for: _____

Name and Number of Bid and Project

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

Name of Tendering Authority

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

I certify, on behalf of: _____

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

that:

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

ANNEX "B"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

Printed Name and Signature of Authorized Agent of Bidder

Position Title

Date

ANNEX "C"
**FEDERAL CONTRACTOR'S PROGRAM FOR EMPLOYMENT EQUITY –
CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

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

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

ANNEX "D"
CERTIFICATIONS

1.0 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the Proposal solicitation, every individual proposed in its Proposal will be available to perform the Work as required by Canada's representatives and at the time specified in the Proposal solicitation or agreed to with Canada's representatives.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

2.0 Certification of Information

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its Proposal, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

3.0 Confidentiality

The Bidder hereby certifies that, given that the Independent Assessment Process involves information that is confidential to the claimants, defendants and alleged perpetrators, the proposed individual(s) agree to hold this information in the strictest confidence and protect it with a reasonable degree of care. The proposed individual(s) will use the information solely to assess each claim and for no other purpose. The proposed individual(s) and any persons working on this assignment will not, without the prior written consent of Canada, disclose the information to any person or entity.

Signature

Date

ANNEX "D"
CERTIFICATIONS

4.0 Impartiality

The Bidder certifies that:

- the proposed individual(s) have never been employed, volunteered or acted in any way in an Indian residential school or in the administration of an Indian residential school, whether as an employee of the School directly or through any government, any Church or affiliated Religious Organization or any Aboriginal Association or Organization responsible for the administration or operation of an Indian residential school;
- the proposed individual(s) have not been an employee of the Federal Government within the last 12 month period, nor will be during the term of the period of validity of the Contract;
- the proposed individual(s) do not now have, nor have ever had, initiated legal action against any party which makes claims alleged to have arisen from attendance of the individual in an Indian residential school;
- the proposed individual(s) personally do not now act, nor during the term of this contract will not act, for any person or group who has commenced an action against any party, alleging causes of action apparently resulting from that person or persons' attendance in an Indian residential school. Should other members of my law firm, if applicable, represent individuals or parties in these matters, the proposed individual(s) agree to comply with any rules or prescriptions deemed reasonable by my professional governing body to keep matters arising from this contract independent and privileged as required;
- the proposed individual(s) are of good character and have done nothing in the past, and will not now, nor during the term of this contract, do anything including, but not restricted to conducting personal relationships, that could in any way jeopardize the independence of the Indian Residential School Adjudication Secretariat;
- the Bidder must declare any research/fact finding/expert experience and previous contracts related to this file that the proposed individual(s) may have; and
- the proposed individual is not currently engaged in a contractual relationship with the department to provide the services described within the Statement of Work.

5.0 Compliancy with Terms and Conditions

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

Signature

Date

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

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

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

OR

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

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

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

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

- In respect of a contract, (goods, service or construction), on which a bidder is making a proposal which involves subcontracting, the bidder must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. *Value of the work performed* is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the bidder must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- The bidder's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the bidder with information, substantiating its compliance with the Program, and authorize the bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the bidder to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
- As part of its bid, the bidder must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business (certification) stating that it:
 - i) meets the requirements for the Program and will continue to do so throughout the duration of the contract;
 - ii) will, upon request, provide evidence that it meets the eligibility criteria;
 - iii) is willing to be audited regarding the certification; and
 - iv) acknowledges that if it is found NOT to meet the eligibility criteria, the bidder shall be subject to one or more of the civil consequences set out in the certification and the contract.

How must the business prove that it meets the requirements?

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

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

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

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

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

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See list of the factors which may be considered by Canada.)

Employment and employees

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed *Owner/Employee Certification* form for each full-time employee who is Aboriginal.

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

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

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

Subcontracts

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

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

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

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

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

- Indian registration in Canada;

ANNEX "E"

GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT THROUGH FEDERAL PROCURMEENT

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

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

ANNEX "E"

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

CERTIFICATION REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

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

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

PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW

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

ANNEX "E"

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

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

	Name of Business

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

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

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

ANNEX "E"

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

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

I _____, am an
Name

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

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

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

Date

Signature of owner and/or employee

Place