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September 5, 2014

1000164151

LETTER OF INVITATION

Dear Sir/Madam:

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

Request for Standing Offer Agreements (RFSO) for Policy Services for Aboriginal Economic Development.

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

For the bid to be considered compliant, the bidder must submit at bid closing or prior to Standing Offer Agreements (SOA) award, the "Certification Requirement" and "Owner/Employee Certification" form included herein as Annex "B".

As a result from this proposal call, DIAND intends to award (SOA) per stream as follows;

Stream 1: Research and Policy Development Services (up to 3)

Stream 2: Quantitative Analysis (up to 3)

Stream 3: Meeting, Design, Organization, and Facilitation (up to 3)

Stream 4: Communications Services and Support (up to 3)

The bidder must clearly identify in their bid for which work stream they are submitting a proposal and must submit a separate proposal for each work stream.

In a companion Request for Standing Offer Agreements (RFSO) 1000164232, DIAND is seeking to establish up to fourteen (14) SOAs.

In the event that less than fourteen (14) SOAs are awarded under RFSO 1000164232 to this solicitation, DIAND will increase the number of competitively awarded SOAs under this solicitation up to a total of twenty six (26) SOAs overall.

Period of the Standing Offers is from award to March 31, 2018 with three (3) additional one (1) year option periods.

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

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



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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) may provide their services in either Official Language of Canada of their choice.

The price(s) quoted in the financial proposal are to be expressed as a fixed per diem rate(s) for the Work described in Appendix "D", Statement of Work, in accordance with the Instructions to Bidders and Appendix "C", Terms of Payment attached herein. The fixed per diem rate(s) must include all payroll, overhead costs and profits required to complete the Work.

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

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

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

Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) shall be delivered to the following address, on or before **15:00 hrs, Eastern Daylight Time (EDT), October 16, 2014:**

Mailing Address:

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

Location:

Department of Canadian Heritage (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.

LETTER OF INVITATION

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

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

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Céline Viner by facsimile at 819-953-7830, or by e-mail at Céline.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 Contracting Officer
Aboriginal Affairs and Northern Development Canada
10 Wellington Street, 13th Floor
Gatineau, QC K1A 0H4
Attach.

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

RFP PACKAGE CONTENTS				
COMPONENT		DESCRIPTION		
Selection and Evaluation Criteria		Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.		
Articles of Agreement Appendix A:	General Conditions			
Appendix A. Appendix B: Appendix C: Appendix D: Appendix E: Appendix F: Appendix G:	Supplementary Conditions Terms of Payment Statement of Work Intellectual Property Travel Expense Information Security Requirement Checklist	This material is provided for your information only. It details the specific Contract/Standing Offer Agreement/ Supply Arrangement terms and conditions you will be bound by if you are a successful Bidder. You do not need to return this information with your proposal.		
Annex A:	Certificate of Independent Bid Determination	Bidders must complete, sign and submit with their bid, the Certificate of Independent Bid Determination attached hereto as Annex "A".		
Annex B:	Government Support for Aboriginal Economic Development Through Federal Procurement	This requirement is set aside for Aboriginal suppliers in accordance with the government Procurement Strategy for Aboriginal Business. The bidder MUST certify in its bid that it is an Aboriginal business or joint venture as defined within the Procurement Strategy for Aboriginal Business and complete, sign and submit with their bid Annex "B".		
Annex C:	Language Certification	The Bidder must sign and submit with their bid, the Language Certification attached hereto as Annex "C".		

- 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. Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) must be delivered on or before the date and time stipulated in the Letter of Invitation. Electronically transmitted bids will not be accepted.

4. Tender Envelope Submissions

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

Technical Proposal

- RFP Number: 1000164151
- Project Name:

Request for Standing Offer Agreements (RFSO) for Policy Services for Aboriginal Economic Development.

- Closing Date: October 16, 2014"Tender Documents Enclosed"
- Tenaer Beenmenns Enerosea

- Bidder's Name and Address

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

Financial Proposal

- RFP Number: 1000164151
- Project Name:

Request for Standing Offer Agreements (RFSO) for Policy Services for Aboriginal Economic Development.

- Closing Date: October 16, 2014
- "Tender Documents Enclosed"
- Bidders Name and Address

5. Bidder's GST/HST Registration Number

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

6. Language of Contractual Documents

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

7. Proposal Signatures

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

8. Certifications

The certifications and related documentation attached hereto as Annexes A, B & C MUST be completed and submitted with the bid. Failure to comply with this requirement will render the bid non-responsive.

9. 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.

10. 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 Céline. 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.

11. Bidder's 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:

- 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;
- 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
- 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.

12. Bid Validity Period

- 12.1 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.
- 12.2 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.
- 12.3 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.

12.4 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.

13. Receipt and Custody of Proposals

- 13.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.
- Proposals received after the closing time will not be considered and will be returned unopened to the sender.
- Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned.
- 13.4 All proposals as described in 13.3 above are subject to the provisions of the *Access to Information Act*.

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

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

15. Basis of Fees and Cost Quotation

- 15.1 The price(s) quoted in the financial proposal must be expressed in terms of fixed per diem rate(s) based on a 7.5 hour day for each proposed resource assigned to perform the Work under the Standing Offer Agreement.
- 15.2 At no time will time rates include such things as travel/miscellaneous expenses, or GST/HST as such practices inflate time rates, do not reflect market/going rates and may prejudice against a Bidder from being awarded a Standing Offer Agreement.
- 15.3 The fixed per diem rate(s) will be inclusive of all payroll, overhead costs and profits required to complete the Work (Note: fixed per diem rate(s) are not to be quoted as ranges).

16. Federal Contractors Program for Employment Equity

- By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from HRSDC-Labour's website.
- 16.2 Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

17. Option to Extend Standing Offer Agreement

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

18. Standing Offer Agreement Award

As a result from this proposal call, DIAND intends to award Standing Offer Agreements (SOA) per stream as follows;

Stream 1: Research and Policy Development Services (up to 3)

Stream 2: Quantitative Analysis (up to 3)

Stream 3: Meeting, Design, Organization, and Facilitation (up to 3)

Stream 4: Communications Services and Support (up to 3)

In a companion Request for Standing Offer Agreements (RFSO) 100016232, DIAND is seeking to establish up to fourteen (14) SOAs.

In the event that less than fourteen (14) SOAs are awarded under RFSO 1000164232 to this solicitation, DIAND will increase the number of competitively awarded SOAs under this solicitation up to a total of twenty six (26) SOAs overall.

19. 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.

20. Intellectual Property

The Department of Indian Affairs and Northern Development has determined that any Intellectual Property arising from the performance of the Work under the Standing Offer Agreement will vest with the Contractor.

21. Set-Aside Program for Aboriginal Business

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

The Bidder must, at bid closing or prior to SOA award, complete and sign the "Certification Requirement" and "Owner/Employee Certification" forms included herein as Annex "B".

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

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

22. 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

23. 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 Céline. Viner@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

24. Security Requirements

- 1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Standing Offer Agreement requires a Government of Canada (GoC) Security Screening action at the **Reliability Status** level of the Contractor, their employees and sub-contractors to be assigned to conduct project work.
- 2. Prior to the commencement of the call-up Work, the Contractor and each of its personnel involved in the performance of the call-up Work must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
- 3. The Contractor and their personnel requiring access to **PROTECTED B** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.
- 4. The security requirements identified for this Standing Offer Agreement stipulate that Contractors MUST NOT possess or safeguard **PROTECTED** information/assets at their organizations' premises.
- 5. The Contractor must comply with the provisions of the:

- a. Security Requirements Check List (attached hereto as Appendix G); and
- b. Policy Government Security (Latest Edition)
- 6. For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability: In order to demonstrate compliance with this requirement, and, for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder's proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the Standing Offer Agreement call-up Work who are currently in possession of the required security screening:
 - a. Name of Company, Address and Phone Number;
 - b. Company Security Officer Name and Telephone Number;
 - c. Security Screening or Clearance Certificate Number;
 - d. Level of GoC Security Screening or Clearance;
 - e. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
 - f. Effective Date of Screening or Clearance.

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

CERTIFICATION

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

Name of Duly Authorized Representative Signature of Duly Authorized Representative (Print)

Title Date

<u>Prior to Call-up</u>, for those Contractors' resources **not** currently in possession of a valid Government of Canada Security Screening, the Department will require said resources to undergo the Personnel Screening process, sponsored, for the purposes of obtaining a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**. Resources will be required to complete the Personnel Screening Consent and Authorization Form **TBS/SCT 330-23E** (**Rev. 2002/07**) as viewable on the Canadian International Industrial Security Directorate (CIISD) website, as indicated in the RFP, and submit this information to **AANDC**, **Security and Occupational Health and safety Division.**

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

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

1.0 Selection and Evaluation Methodology

- 1.1 Four (4) hard copies of the Bidder's Technical Proposal and one (1) hard copy of the Bidder's Financial Proposal, **MUST** be delivered to the specified address on or before the date and time as stipulated in the Letter of Invitation. Electronically transmitted bids will not be accepted.
- 1.2 Bidders MUST ensure that their Proposal provides sufficient evidence for DIAND to assess the compliance of the Proposal with the criteria listed in this Request for Proposal (RFP). It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable DIAND to complete its evaluation.
- 1.3 Bidders MUST include any reference material they wish to be considered for evaluation within their Proposal. Any material or documents outside the Proposal will not be considered; should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material MUST be included within the Proposal. URL links to the Bidder's website will not be considered by the DIAND Evaluation Committee.
- 1.4 To meet the requirements described herein, the experience of the Bidder MUST be work for which the Bidder provided services to clients exterior to the Bidder's own organization. Internal business development projects will not be accepted.
- 1.5 Experience gained during formal education **will not** be considered work experience. All requirements for work experience **MUST** have been obtained in a professional work environment as opposed to an educational setting. Co-op terms or other field work through a University or college that were conducted in conjunction with a professional firm are considered work experience provided they are related to the required services.
- Listing experience without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes. Bidders are advised that the month(s) of individual Resource experience listed for a project in which the time frame overlaps that of another referenced project for the same named Resource will only be counted once. For example: Project #1 time frame is July 2008 to December 2008; Project #2 time frame is October 2008 to January 2009; the total months of experience for these two project references is seven (7) months.
- 1.7 All requirements for experience to have been obtained within the last "#" years are interpreted in reference to the solicitation closing date.
- 1.8 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Bidder on the part of the DIAND Evaluation Committee will be taken into consideration.
- **1.9 Each Proposal will be evaluated separately**, against the Mandatory Requirements and Point-Rated Criteria for the Work Stream(s) for which the Bidder has indicated it wishes to provide services. Within each Work Stream, the selection and evaluation process for the proposals consists of the following three (3) stages:
 - **Stage 1 -** Bidders will be evaluated on the Mandatory Requirements M1-M2.
 - Stage 2 Bidders meeting ALL of M1-M2 will be evaluated on the basis of Point-Rated Criteria R1-R2.
 - **Stage 3 -** Bidders meeting an overall pass mark of 70% on each of the Point-Rated Criteria R1 and R2 will be evaluated on the basis of their Financial Proposal.

Bidders failing to meet the requirements at any stage will be deemed to be non-compliant at that

stage and will be given no further consideration.

1.10 DEFINITIONS

The following definitions apply to the Criteria 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 will be 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 the Point-Rated Criteria. Bidders are encouraged to address elements expressed by **"should"**.

BIDDERS MAY PROPOSE AGAINST ANY OF THE FOLLOWING WORK STREAMS:

1. Research and Policy Development	Conduct research, analysis, interviews, literature reviews, and		
Services—Economic Development	document reviews; prepare policy and recommendation papers; provide		
Issues Facing Aboriginal Peoples in	strategic advice; and offer other forms of policy support as needed		
Canada	regarding issues related to Aboriginal economic development in		
	Canada.		
2. Quantitative Analysis—Economic	Develop and collect indicators and conduct quantitative analysis and		
Development Issues Facing Aboriginal	data-driven research design services regarding issues related to		
Peoples in Canada	Aboriginal economic development in Canada. Products may include		
	analytical reports and quantitative and/or economic analytic support as		
	needed.		
3. Meeting Design, Organization, and	Design, prepare, organize, facilitate, and report on meetings and events		
Facilitation—Economic Development	with senior-level federal officials and with stakeholders and		
Issues Facing Aboriginal Peoples in	communities regarding issues related to Aboriginal economic		
Canada	development.		
4. Writing and Communication	Provide communications advice to support the promotion of		
Services—Economic Development	Framework implementation and progress; develop and implement		
Issues Facing Aboriginal Peoples in	communications strategies and plans; determine target audiences for		
Canada	increasing the effectiveness of messaging; conduct research, analysis,		
	interviews, environmental scans, and other products as needed with the		
	specific purpose of creating communications support materials.		
	Products may include reports, discussion guides, success stories, web		
	content, fact sheets, Power Point presentations, speaking points, social		
	media-tailored content, and other forms of written material/products as		
	needed. Other services may include developing creative communication		
	and information products using a variety of tools, techniques, and		
	media, and selecting an appropriate medium to convey information,		
	ideas, and results.		

Bidders MUST clearly identify within their Proposal which Work Stream(s) they are proposing against. To facilitate the evaluation process, for each Work Stream that is being proposed against, the Bidder must submit a separate proposal.

Mandatory Criteria

Work Stream 1: Research and Policy Development Services—Economic Development Issues Facing Aboriginal Peoples in Canada.

Bidder proposals **MUST** meet **ALL** of the mandatory requirements of the work stream to be considered for further evaluation. Failure of a Bidder to meet any one (1) or more of the mandatory requirements will result in the proposal being deemed non-compliant, with the proposal being given no further consideration for the work stream.

WORK STREAM 1 - MANDATORY CRITERIA #1	MET	NOT MET
M1 Qualifications of Resources		
The Bidder must propose at least one (1) resource and no more than five (5). For each resource named, detailed cover letters and curriculum vitae (CV) must be provided.		
Cover letters may elaborate on details provided in CVs; proposed resources must demonstrate that they meet ALL of the following minimum requirements:		
 Graduation with a degree from a recognized university with acceptable specialization in Economics, Social Sciences or Statistics, or a related field (resources must always have a degree, but the specialization does not necessarily have to be acquired as part of a degree program. The specialization may also be obtained through an acceptable combination of education/course, training and/or experience. A justification must be provided in order to show how the specialization enables resource to contribute to Aboriginal economic development research). Proof of education in the form of a photocopy of degree(s) must be included in the proposal. Experience working with Aboriginal organizations and/or communities. Experience undertaking at least three (3) projects specifically on Aboriginal economic development—research, analysis, policy development, evaluation, performance research, program development or review, legislative review, capital markets advice related to economic development policy and/or programs, and assessment services related to issues pertinent to Aboriginal peoples in Canada—in which the resource was responsible for undertaking at least one (1) of the following types of activities per project: 		
 Research and analysis related to Aboriginal economic development, including on and off reserve contexts Reviewing and assessing current models/best practices for supporting economic development efforts and providing recommendations on overall approaches to Aboriginal economic 		
development Identifying and recommending key policy tools for enhancing economic development opportunities on reserve Assessing Aboriginal economic development policy options Developing draft policy papers and/or strategies for enhancing economic development on and off reserve		

- Managing relationships with stakeholders and communities
- Having a speaking role in colloquia, conferences, or symposia
- Preparing policy and recommendation papers, strategies, and presentations on Aboriginal economic development
- Preparing structured literature reviews, document reviews, interviews, structured interview protocols, reports, papers, case studies, or trend analyses to support decision-making relevant to policy or program delivery
- Preparing legislative reviews, program reviews, evaluation reports related to policy or program delivery, or capital market advice reports related to policy or program delivery
 - Developing and/or delivering presentations to support decisionmaking relevant to policy or program delivery
- Development of at least two of the following six categories of products:
 - Reports, papers, studies, strategies, or presentations that have been developed for senior levels of Government and/or that have influenced Government policy
 - Reports, papers, studies, strategies or presentations that have been developed in a policy context for a public audience
 - Reports, papers, studies, strategies, or presentations that have been developed for Aboriginal communities or organizations
 - Peer-reviewed books or articles specifically on Aboriginal economic development policy and research
 - Research monographs published in books or journals that, while not necessarily peer-reviewed, have at minimum been edited by individuals with a recognized knowledge of Aboriginal issues.
 - Presentations accepted for delivery at conferences

Relevant work experience should be listed chronologically, with brief descriptions of the nature of the work that indicate the depth of the resource's knowledge and experience.

CVs and cover letters should also include information about training, professional attainments, research grants, awards, publications, and any other information deemed relevant by the Bidder. On CVs, all formal training should be listed chronologically; the title of the course or program and duration in days, months, or years should be included.

CVs and cover letters will be used to evaluate resources against Mandatory M1 AND Point-Rated Criteria R1.

WORK STREAM 1 - MANDATORY CRITERIA #2	MET	NOT MET
M2 Resource Project Summaries, Project Sample & References		
M2.1 For two (2) of the three (3) projects listed in the proposed resource's CV, the Bidder must provide written project summaries. The project summaries must describe in detail the proposed resource's experience in successfully providing Aboriginal economic development research and analysis as described in Appendix D, Statement of Work, during the past five (5) years (dates calculated based on the closing date of the RFP).		
For one (1) of the three (3) projects listed in the proposed resource's CV, the Bidder must provide a complete sample of the project results—this must include a sample of the Resource's professional writing.		
Within each project summary and project sample provided, the Bidder MUST indicate (a-g):		
 a) Name/brief description of the client organization b) Dates/duration (in years/months) of the project c) Total resource level of effort (in days) for the duration of the project d) Description of the services provided by the resource during the project, including roles and responsibilities in relation to the project e) Brief description of the scope and complexity of the project, purpose, objectives, methodological approaches and/or theoretical frameworks utilized, needs, and issues which necessitated the contribution of the proposed resource f) Extent to which the project finished on time, on budget, and in accordance with the established project goals g) Name, title, e-mail address and telephone number of the client project authority The Bidder MUST use Table M2.1—Resource Project Summary Form—for each Project Summary submitted. The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Table. The Bidder should copy Table M2.1 as required. 		
M2.2 The Bidder must include within its Proposal a signed reference letter for each of the project summaries (using template, Table M2.2).		
The reference must be able to confirm the Resource's competencies in conducting research and policy analysis services on Aboriginal economic development issues. The reference letter/template must be from an individual or a firm outside of the Bidder's organization and not from immediate relatives.		
Project summaries and samples, and references, will be used to evaluate resources against Mandatory Criteria M2 AND Point-Rated Criteria R1.2-1.4 and R2.		

Table M2.1—Resource Project Summary Form: Template submitted MUST contain the information required in Mandatory Requirement M2 (a-g) at a minimum.

Work Stream 1: Research and	d Policy Development Services—Economic Development Issues Facing Aboriginal Peoples in Canada
Bidder Name:	Project Name:
Resource Name:	
Client Organization [a]:	
Dates/Duration [b]:	Level of Effort
(in years/months)	(Days) [c]:
Services provided by the Resource	during the project [d]
Project objectives, scope, needs an	d issues [e]
Extent and Role of the Resource's	involvement in the Assignment, including project outcome and results [f]
Client Project Authority Name, Ti	tle, E-mail address, Phone Number [g]

Resource Reference Form (Table M2.2)

Table M2.2—Proposed Resource Reference Form (Table M2.2): may provide additional detail as necessary; however template submitted MUST contain at least the information required in Mandatory Requirement M2 (a-g).

Work Stream 1: Research and	Policy Development Services—Economic Develop Aboriginal Peoples in Canada	pment Issues	Facing
Bidder name :			
Resource name :			
Reference name, title and organization:			
Reference contact information :	Email:		
	Telephone: () -		
Project Name and Scope of work accomplished for the reference :			
Services provided by the Resource	during the project		
Re	ference Criteria	Yes	No
1. Was the Resource primarily res			
management of the project	Yes()/No() completion of the project	Yes () / No	()
2. Did the Resource meet the follow	ving critical factors :		
a) Completed the project on time.			
b) Stayed within budget.			
c) Met all the project objectives.			
· ·	itions of the contract/project (ex. Statement of		
Work).			
3. Did the Resource possess and de			
a) The ability to develop sound meth			
b) The ability to coordinate multiple			
	yze complex issues related to Aboriginal economic		
development.	1. 17 11		
d) The ability to provide quality and			
	inform your policy and research goals.		
•	ot require methodological, organizational, or		
subject-matter-expert intervention on	errors or structural issues requiring editorial		
intervention on your end.	errors or structural issues requiring euttorial		
h) Delivered final products of a quali	ty you would define as excellent		
	ds in a professional manner that you would define		
as excellent.	as in a professional mainer that you would define		
4. Would you retain the services of	this Resource again?		
5. As the "Referrer" providing this	reference, I have read the Project Scope provided agree with the description of the work conducted		
Signature :	Date:		

Point-Rated Criteria

Work Stream 1: Research and Policy Development Services—Economic Development Issues Facing Aboriginal Peoples in Canada

R1 Resource Qualifications and Experience

The evidence within the cover letters, CV(s), project summaries, and project sample (including writing sample) for the Bidder's proposed Resource(s), submitted in response to Mandatory Requirements **M1 and M2**, will be evaluated on the breadth of the individual's expertise regarding the provision of research and policy development services related to Aboriginal economic development, as defined in the Statement of Work.

Criteria	Weight	Evaluation Factors
R1.1 Educational attainment	/5	5 points for a Master's degree or a PhD. Either degree must be from a recognized university with acceptable specialization in Economics, Social Sciences or Statistics, or a field relevant to contributing to Aboriginal economic development research. Proof of education in the form of a photocopy of degree(s) must be included in the proposal.
R1.2 Experience in carrying out research and analysis activities related to Aboriginal economic development in Canada.	/20	Two (2) points will be allocated per type of the following activities undertaken in the project summaries and project sample: Research and analysis related to Aboriginal economic development, including on and off reserve contexts Reviewing and assessing current models/best practices for supporting economic development efforts and providing recommendations on overall approaches to Aboriginal economic development Identifying and recommending key policy tools for enhancing economic development opportunities on reserve Assessing Aboriginal economic development policy options Developing draft policy papers and/or strategies for enhancing economic development on and off reserve Managing relationships with stakeholders and communities Having a speaking role in colloquia, conferences, or symposia Preparing policy and recommendation papers, strategies, and presentations on Aboriginal economic development Preparing structured literature reviews, document reviews, interviews, structured interview protocols, reports,

		papers, case studies, or trend analyses to support decision-making relevant to policy or program delivery • Preparing legislative reviews, program reviews, evaluation reports related to policy or program delivery, or capital market advice related to policy or program delivery • Developing and/or delivering presentations to support decision-making relevant to policy or program delivery Up to 20 points.
R1.3 Experience in carrying out research and analysis activities on specific themes relevant to Aboriginal economic development in Canada.	/15	Three (3) points will be allocated per theme addressed in the project summaries and project sample:
		- Identification of <i>Indian Act</i> barriers - Legislative solutions to <i>Indian Act</i> barriers - The modern treaty environment - Institutional development and mature jurisdictional relationships - Opt-in legislative regimes - Modern land management - Aboriginal participation in major resource projects - Financial participation - Access to capital - Aboriginal business development and readiness - Community opportunity readiness - Skills, training, and education - Aboriginal youth - Aboriginal women - Métis-relevant policies and programs - First Nations-relevant policies and programs - Inuit-relevant policies and programs - The North Up to 15 points.
R1.4 Evaluation of professional writing sample.	/15	The professional writing sample will be evaluated based on clarity, grammar,
	15 pts = Excellent 12 pts = Acceptable	precision, organization of thoughts, depth and breadth of knowledge, and the level of analytical and methodological sophistication
	9 pts = Below expectations	The following scale will be used to evaluate each sample.
	0 pts= Poor	Excellent : Very complete, relevant, and clear:

	neat, logical and easy to follow; precise and correct references; grammatically sound; sophisticated analysis and methodology. Acceptable: Relatively complete, relevant, and clear: fairly neat, logical and easy to follow; rather precise and generally correct references; basically grammatically sound; somewhat sophisticated analysis and methodology. Below expectations: More or less complete, relevant, and clear: more or less neat, logical and easy to follow; some imprecision; some problems with references; some grammatical mistakes; lacking in sophistication analytically and methodologically. Poor: Incomplete, irrelevant, and unclear: lacking neatness, logic, and organization; imprecise; lacking grammatical solidity; unsophisticated analysis and methodology. Up to 15 points.
R1. Minimum pass-mark of 70%	39/55

R2 Resource References

The evidence within the reference template for the Bidder's proposed Resource submitted in response to the Mandatory Requirement **M2.2** will be evaluated on the quality of the individual's reference in regards to the provision of research and policy development services related to Aboriginal economic development, as defined in the Statement of Work. DIAND reserves the right to contact the named Reference for the purpose of verifying the accuracy and veracity of the information provided in M2.2"

R2.1 Reference #1	/20	Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the Resource Reference Form (Table M2.2). One (1) point will be allocated for each "Yes" answer for section 2 and 3 of the Resource Reference Form (Table M2.2). Four (4) points will be allocated for an answer
		of "Yes" to section 4 of the Resource Reference Form (Table M2.2).
R2.2 Reference #2	/20	Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the Resource Reference Form (Table M2.2).

		One (1) point will be allocated for each "Yes" answer for section 2 and 3 of the Resource Reference Form (Table M2.2). Four (4) points will be allocated for an answer of "Yes" to section 4 of the Resource Reference Form (Table M2.2).
R2.3 Reference #3	/20	Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the Resource Reference Form (Table M2.2).
		One (1) point will be allocated for each "Yes" answer for section 2 and 3 of the Resource Reference Form (Table M2.2).
		Four (4) points will be allocated for an answer of "Yes" to section 4 of the Resource Reference Form (Table M2.2).
R2. Minimum pass-mark of 70%	42 /60	
Total	/115	

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

Pass-mark

In order to be judged acceptable, proposals must meet all the mandatory requirements.

Only resources that achieve a pass-mark of 70% on each point-rated criteria **R1 and R2** will be considered for selection on the basis of their financial proposal.

Mandatory Criteria

Work Stream 2: Quantitative Analysis—Economic Development Issues Facing Aboriginal Peoples in Canada

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

WORK STREAM 2 - MANDATORY CRITERIA #1	MET	NOT MET
M1 Qualifications of Resources		
The Bidder must propose one (1) resource and no more than five (5). For each resource named, detailed cover letters and curriculum vitae (CV) must be provided.		
Cover letters may elaborate on details provided in CVs; proposed resources must demonstrate that they meet ALL of the following minimum requirements:		
 Graduation with a degree from a recognized university with acceptable specialization in Economics, Social Sciences or Statistics, or a related field (resources must always have a degree, but the specialization does not necessarily have to be acquired as part of a degree program. The specialization may also be obtained through an acceptable combination of education/course, training and/or experience. A justification must be provided in order to show how the specialization enables resource to contribute to Aboriginal economic development research). Proof of education in the form of a photocopy of degree(s) must be included in the proposal. Experience working with Aboriginal organizations and/or communities. 		
Experience conducting economic and/or statistical analysis.		
• Experience undertaking at least three (3) projects specifically on Aboriginal economic development—analysis of data corresponding to the economic development of Aboriginal peoples in Canada—in which the resource was responsible for undertaking at least one (1) of the following types of activities per project:		
 Identifying, collecting, assessing, interpreting, and analyzing data related to Aboriginal economic development (for example, economic data and financial analysis including but not limited to the comparative value of a dollar on and off reserve; the economic impact of urban additions to reserve on municipalities; and income inequality) 		
 Formulating recommendations based on research/analysis findings, including but not limited to reports based on analysis of capital market data to support advice on policy or program delivery Preparing written summary reports, evaluation reports, and 		
quantitative analysis papers, including but not limited to papers on trend analysis, statistical models, and economic outcomes.		

- Designing quantitative analysis methodologies
- Developing products arising from research/analysis findings in multiple media, including but not limited to graphs, charts, reports, PowerPoint presentations, interactive databases/systems, and dataenriched maps
- Development of one each of at least three of the following eight categories of products:
 - Graphic representations of data, including but not limited to databases or maps depicting multiple social, demographic, and economic indicators of interest to Aboriginal peoples and communities
 - Reports, papers, studies, strategies, or presentations that have been developed for senior levels of Government and/or influenced Government policy
 - Reports, papers, studies, strategies, or presentations that have been developed in a policy context for a public audience
 - Reports, papers, studies, strategies, or presentations that have been developed for Aboriginal communities or organizations
 - Peer-reviewed books or articles specifically on Aboriginal economic development policy and research
 - Research monographs published in books or journals that, while not necessarily peer-reviewed, have at minimum been edited by individuals with a recognized knowledge of Aboriginal issues
 - Presentations accepted for delivery at conferences
 - Performance measurements or benchmarking reports, including the development of indicators

Relevant work experience should be listed chronologically, with a brief description of the nature of the work that indicates the depth of the resource's knowledge and experience.

CVs and cover letters should also include information about training, professional attainments, research grants, awards, publications, and any other information deemed relevant by the Bidder. On CVs, all formal training should be listed chronologically; the title of the course or program and duration in days, months or years should be included.

CVs and cover letters will be used to evaluate resources against Mandatory M1 AND Point-Rated Criteria R1.

WORK STREAM 2 - MANDATORY CRITERIA #2	MET	NOT MET
M2 Resource Project Summaries, Project Sample & References		
M2.1 For two (2) of the three (3) projects listed in the proposed resource's CV, the Bidder must provide written project summaries. The project summaries must describe in detail the proposed Resource's experience in successfully providing Aboriginal economic development research and analysis as described in Appendix D, Statement of Work, during the past five (5) years (dates calculated on the closing date of the RFP).		
For one (1) of the three (3) projects listed in the proposed resource's CV, the Bidder must provide a complete sample of the project results—this must include a sample of the Resource's professional analysis and writing.		
Within each project summary and project sample provided, the Bidder MUST indicate		
(a-g):		
a) Name/brief description of the client organization		
b) Dates/duration (in years/months) of the project		
c) Total resource level of effort (in days) for the duration of the project		
d) Description of the services provided by the resource during the project,		
 including roles and responsibilities in relation to the project e) Brief description of the scope and complexity of the project, purpose, objectives, methodological approaches and/or theoretical frameworks utilized, needs, and issues which necessitated the contribution of the proposed resource 		
f) Extent to which the project finished on time, on budget, and in accordance		
with the established project goals g) Name, title, e-mail address and telephone number of the client project authority		
The Bidder MUST use Table M2.1—Resource Project Summary Form—for each Project Summary submitted. The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Table. The Bidder should copy Table M2.1 as required.		
M2.2 The Bidder must include within its Proposal, a signed reference letters for each of the project summaries (using template, table M2.2).		
The reference must be able to confirm the Resource's competencies in conducting quantitative analysis on Aboriginal economic development issues The reference letter/template must be from an individual or a firm outside of the Bidder's organization and not from immediate relatives.		
Summaries and references will be used to evaluate resources against Mandatory Criteria M2 AND Point-Rated Criteria R1.2-1.4 and R2.		

Resource Project Summary Form

Table M2.1—Resource Project Summary Form: Template submitted MUST contain at least the information required in Mandatory Requirement M2 (a-g).

Work Stream 2: Quantitative	Analysis—Economic Development Issues Facing Aboriginal Peoples in
	Canada
Bidder Name:	Project Name:
Resource Name:	
Client Organization [a]:	
Dates/Duration [b]:	Level of Effort
(in years/months)	(Days) [c]:
Services provided by the Resource	e during the project [d]
Project objectives, scope, needs an	nd issues [e]
Extent and Role of the Resource's	involvement in the Assignment, including project outcome and results [f]
Client Project Authority Name, T	itle, E-mail address, Phone Number [g]

Resource Reference Form (Table M2.2)

Table M2.2—Proposed Bidder Reference Form: may provide additional detail as necessary; however template submitted **MUST** contain at least the information required in **Mandatory Requirement M2 (a-g)**.

Work Stream 2: Quantitative	Analysis—Economic Development Issues Facing A Canada	Aboriginal Pe	oples in	
Bidder name :				
Resource name :				
Reference name, title and				
organization:				
Reference contact information :	Email:			
	Telephone: () -			
Project Name and Scope of				
work accomplished for the				
reference : Services provided by the Resource	during the project			
services provided by the Resource	during the project			
Re	eference Criteria	Yes	No	
1. Was the Resource primarily res				
management of the project	Yes ()/No () completion of the project	Yes ()/No	()	
2. Did the Resource meet the follo				
a) Completed the project on time.				
b) Stayed within budget.				
c) Met all the project objectives.				
	nditions of the contract/project (ex. Statement of			
Work).				
	and demonstrate the following abilities:			
	a) The ability to develop sound methodologies.			
	b) The ability to coordinate multiple tasks.			
c) The ability to understand and analyze complex issues related to Aboriginal				
economic development.				
d) The ability to provide quality and complete deliverables.				
e) Completed product(s) adequate to inform your policy and research goals.				
f) Delivered final products that did not require methodological, organizational, or				
subject-matter-expert intervention on your end.				
g) Delivered final products free from errors or structural issues requiring editorial intervention on your end.				
h) Delivered final products of a quality you would define as excellent.				
i) Worked with you to meet your needs in a professional manner that you would define				
as excellent.				
4. Would you retain the services o	f this Resource again?			
	this reference, I have read the Project Scope			
	form, and agree with the description of the work			
Signature :	Date:			

Point-Rated Criteria

Work Stream 2: Quantitative Analysis—Economic Development Issues Facing Aboriginal Peoples in Canada

R1 Resource Qualifications and Experience

The evidence within the cover letters, CV(s), project summaries, and project sample (including writing sample) for the Bidder's proposed Resource(s) submitted in response to Mandatory Requirements M1 and M2 will be evaluated on the breadth of the individual's expertise regarding the provision of quantitative analysis services related to Aboriginal economic development, as defined in the Statement of Work.

Criteria	Weight	Evaluation Factors
R1.1 Education attainment	/5	5 points for a Master's degree or a PhD. Either degree must be from a recognized university with acceptable specialization in Economics, Social Sciences or Statistics, or a related field (a justification must be provided in order to show how the education attainment enables the resource to contribute to Aboriginal economic development research). Proof of education (a photocopy of the degree) must be included in the proposal.
R1.2 Experience in carrying out quantitative analysis and analytical activities related to Aboriginal economic development in Canada.	/20	Four (4) points will be allocated per type of the following activities undertaken in the three submitted examples of work experience: • Identifying, assessing, interpreting, and analyzing data related to Aboriginal economic development • Formulating recommendations based on research/analysis findings, including but not limited to reports based on analysis of capital market data to support advice on policy or program delivery • Preparing written summary reports and quantitative analysis papers • Designing quantitative analysis methodologies • Developing products arising from research/analysis findings in multiple media, including but not limited to graphs, charts, reports, PowerPoint presentations, interactive databases/systems, and dataenriched maps Up to 20 points.
R1.3 Experience in carrying out quantitative analysis and analytical activities on specific themes relevant to Aboriginal economic development in Canada.	/15	Three (3) points will be allocated per theme addressed in the project summaries and project sample: - <i>Indian Act</i> barriers - Legislative solutions to <i>Indian Act</i> barriers

		-The modern treaty environment -Institutional development and mature jurisdictional relationships -Opt-in legislative regimes -Modern land management -Aboriginal participation in major resource projects -Financial participation -Access to capital -Aboriginal business development and readiness -Community opportunity readiness -Skills, training, and education -Aboriginal youth -Aboriginal women -Métis-relevant policies and programs -First Nations-relevant policies and programs -Inuit-relevant policies and programs -The North Up to 15 points.
1: 9 e:	/15 15 pts = Excellent 12 pts = Acceptable 2 pts = Below expectations 2 pts = Poor	The professional sample of work will be evaluated based on clarity, grammar, precision, organization of thoughts, depth and breadth of knowledge, and the level of analytical and methodological sophistication demonstrated. The following scale will be used to evaluate each sample. Excellent: Very complete, relevant, and clear: neat, logical and easy to follow; precise and correct references; grammatically sound; sophisticated analysis and methodology. Acceptable: Relatively complete, relevant, and clear: fairly neat, logical and easy to follow; rather precise and generally correct references; basically grammatically sound; somewhat sophisticated analysis and methodology. Below expectations: More or less complete, relevant, and clear: more or less neat, logical and easy to follow; some imprecision; some problems with references; some grammatical mistakes; lacking in sophistication analytically and methodologically. Poor: Incomplete, irrelevant, and unclear:

		imprecise; lacking grammatical solidity; unsophisticated analysis and methodology. Up to 15 points.
Minimum Pass Mark: 70%	39/55	
R2 Resource References The evidence within the reference template for the Mandatory Requirement M2.2 will be evaluated or of quantitative analysis services related to Aborigin	n the quality of the in	dividual's reference in regards to the provision
R2.1 Reference #1	/20	Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the Resource Reference Form (Table M2.2). One (1) point will be allocated for each "Yes" answer for section 2 and 3 of the Resource Reference Form (Table M2.2).
		Four (4) points will be allocated for an answer of "Yes" to section 4 of the Resource Reference Form (Table M2.2).
R2.2 Reference #2	/20	Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the Resource Reference Form (Table M2.2).
		One point will be allocated for each "Yes" answer for section 2 and 3 of the Resource Reference Form (Table M2.2).
		Four (4) points will be allocated for an answer of "Yes" to section 4 of the Resource Reference Form (Table M2.2).
R2.3 Reference #3	/20	Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the Resource Reference Form (Table M2.2).
		One point will be allocated for each "Yes" answers for section 2 and 3 of the Resource Reference Form (Table M2.2).
		Four (4) points will be allocated for an answer

		of "Yes" to section 4 of the Resource Reference Form (Table M2.2).
Minimum pass-mark	42/60	
Total	/115	

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

Pass-mark

In order to be judged acceptable, proposals must meet all the mandatory requirements.

Only resources that achieve a pass-mark of 70% on each point-rated criteria **R1 and R2** will be considered for selection on the basis of their financial proposal.

Mandatory Criteria

Work Stream 3: Meeting Design, Organization, and Facilitation—Economic Development Issues Facing Aboriginal Peoples in Canada

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

WORK STREAM 3 - MANDATORY CRITERIA #1	MET	NOT MET
M1 Qualifications of Resource		
The Bidder must propose one (1) Resource and no more than five (5). For each resource named, detailed cover letters and curriculum vitae (CV) must be provided.		
Cover letters may elaborate on details provided in CVs; proposed resources must demonstrate that they meet ALL of the following minimum requirements:		
 Graduation with a degree or diploma from a recognized university or a recognized post-secondary educational institution with acceptable specialization in Communications, Public Affairs, Journalism, Economics, Social Sciences or Statistics, or a related field (resources must always have 		
a degree or a diploma, but the specialization does not necessarily have to be acquired as part of a degree or diploma program. The specialization may also be obtained through an acceptable combination of education/course, training and/or professional experience. A justification must be provided in		
order to show how the specialization enables resource to contribute to Aboriginal economic development research). Proof of education in the form of a photocopy of degree(s) or diploma(s) must be included in the proposal.		
Experience working with Aboriginal organizations or communities.		
• Experience undertaking at least three (3) projects specifically on Aboriginal		

economic development, in which the resource was responsible for undertaking at least one (1) of the following types of activities per project:

- Designing, preparing, and organizing meetings (including but not limited to round tables, conferences, colloquia, or symposia) and events with senior-level federal officials, or with stakeholders and communities, including sending invitations, organizing RSVPs, and finding and coordinating meeting sites.
- Designing, preparing, and organizing meetings (including but not limited to round tables, conferences, colloquia, or symposia) and events in a policy context for a public audience, including sending invitations, organizing RSVPs, and finding and coordinating meeting sites
- Designing, preparing, and organizing meetings (including but not limited to round tables, conferences, colloquia, or symposia) and events for Aboriginal communities or organizations, including sending invitations, organizing RSVPs, and finding and coordinating meeting sites.
- Preparing discussion papers and summary reports for such meetings and events as described above, including recommendations and next steps.
- Managing relations with stakeholders and communities.

Relevant work experience should be listed chronologically, with a brief description of the services that indicate the depth of the resource's knowledge and experience.

CVs and cover letters should also include information about training, professional attainments, research grants, awards, publications, and any other information deemed relevant by the Bidder. On CVs, all formal training should be listed chronologically; the title of the course or program and duration in days, months, or years should be included.

CVs and cover letters will be used to evaluate resources against Mandatory M1 AND Point-Rated Criteria R1.

WORK STREAM 3 - MANDATORY CRITERIA #2	MET	NOT MET
M2 Resource Project Summaries, Project Sample & References		
M2.1 For two (2) of the three (3) projects listed in the proposed resource's CV, the Bidder must provide written project summaries. The project summaries must describe in detail the proposed resource's experience in successfully providing meeting design, organization, and facilitation on issues related to Aboriginal economic development, as described in Appendix D, Statement of Work, during the past five (5) years (dates calculated on the closing date of the RFP).		
For one (1) of the three (3) projects listed in the proposed resource's CV, the Bidder must provide a complete sample of project results—this must include a sample of the Resource's professional writing.		
Within each project summary and project sample provided, the Bidder MUST indicate (a-g):		
 a) Name/brief description of the client organization b) Dates/duration (in years/months) of the project c) Total resource level of effort (in days) for the duration of the project d) Description of the services provided by the resource during the project, including roles and responsibilities in relation to the project e) Brief description of the scope and complexity of the project, purpose, objectives, methodological approaches and/or theoretical frameworks utilized, needs, and issues which necessitated the contribution of the proposed resource f) Extent to which the project finished on time, on budget, and in accordance with the established project goals g) Name, title, e-mail address and telephone number of the client project authority The Bidder MUST use Table M2.1—Resource Project Summary Form—for each Project Summary submitted. The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Table. The Bidder should copy Table M2.1 as required. 		
M2.2 The Bidder must include within its Proposal, a signed reference letters for each of the project summaries (using template, table M2.2). The reference must be able to confirm the Resource's competencies in meeting design, organizations, and facilitation in the field of economic development issues facing Aboriginal peoples in Canada. The reference letter/template must be from an		
individual or a firm outside of the Bidder's organization and not from immediate relatives. Summaries and references will be used to evaluate resources against Mandatory Criteria M2 AND Point-Rated Criteria R1.2-1.4 and R2.		

Resource Project Summary Form

Table M2.1—Resource Project Summary Form: Template submitted MUST contain at least the information required in Mandatory Requirement M2 (a-g).

Work Stream 3: Meeting Design, Organization, and Facilitation Economic Development Issues Facing Aboriginal Peoples in Canada			
Bidder Name:	Project Name:		
Resource Name:			
Client Organization [a]:			
Dates/Duration [b]:	Level of Effort		
(in years/months)	(Days) [c]:		
Services provided by the Resource	e during the project [d]		
Project objectives, scope, needs an	nd issues [e]		
Extent and Role of the Resource's	involvement in the Assignment, including project outcome and results $[f]$		
Client Project Authority Name, Ti	itle, E-mail address, Phone Number [g]		

Resource Reference Form (Table M2.2)

Table M2.2—Proposed Resource Reference Form (Table M2.2): may provide additional detail as necessary; however template submitted MUST contain at least the information required in Mandatory Requirement M2 (a-g).

Work Stream 3: Meeting Design	n, Organization, and Facilitation—Economic Devo Aboriginal Peoples in Canada	elopment Issu	es Facing	
Bidder name :				
Resource name :				
Reference name, title and				
organization :				
Reference contact information :	Email:			
D 1 (N)	Telephone: () -			
Project Name and Scope of				
work accomplished for the reference :				
Services provided by the Resource	re during the project			
betvices provided by the Resource	e during the project			
R	eference Criteria	Yes	No	
1. Was the Resource primarily re	sponsible for the			
management of the project	Yes ()/No () completion of the project	Yes()/No	()	
2. Did the Resource meet the follo	owing critical factors :			
a) Completed the project on time.				
b) Stayed within budget.				
c) Met all the project objectives.				
d) Complied with the terms and con-	conditions of the contract/project (ex. Statement of			
Work).				
	emonstrate the following abilities:			
a) The ability to develop sound met				
b) The ability to coordinate multiple tasks.				
c) The ability to understand and analyze complex issues related to Aboriginal				
economic development.				
d) The ability to provide quality and complete deliverables.				
e) Completed product(s) adequate to inform your policy and research goals.				
f) Delivered final products that did not require methodological, organizational, or				
subject-matter-expert intervention on your end.				
g) Delivered final products free from errors or structural issues requiring editorial intervention on your end.				
h) Delivered final products of a quality you would define as excellent.				
i) Worked with you to meet your needs in a professional manner that you would define				
as excellent.	eds in a professional manner that you would define			
4. Would you retain the services	of this Resource again?			
	this reference, I have read the Project Scope			
1 0	form, and agree with the description of the work			
	Date:			

Point-Rated Criteria

Work Stream 3: Meeting Design, Organization, and Facilitation—Economic Development Issues Facing Aboriginal Peoples in Canada

R1 Resource Qualifications

The evidence within the cover letters, CV(s), project summaries, and project sample (including writing sample) for the Bidder's proposed Resource(s) submitted in response to Mandatory Requirement M1 and M2 will be evaluated on the breadth of the individual's expertise regarding meeting design, organization, and facilitation on issues related to Aboriginal economic development, as defined in the Statement of Work.

Criteria	Weight	Evaluation Factors
R1.1 Education attainment	15	5 points for formal educational achievement above and beyond a degree or diploma. Qualified achievements include a Master's degree or a PhD and/or additional professional certificate or diploma. Degrees, diplomas, and certificates must be from a recognized university or a recognized post-secondary educational institution with acceptable specialization in Communications, Public Affairs, Journalism, Economics, Social Sciences or Statistics, or a related field (a justification must be provided in order to show how the education attainment enables the resource to contribute to Aboriginal economic development research). Proof of education (a photocopy of the degree, diploma, or certificate) must be included in the proposal.
R1.2 Experience in carrying out meeting design, organization, and facilitation services related to Aboriginal economic development in Canada.	/20	Four (4) points will be allocated per type of the following activities undertaken in the three submitted examples of work experience: - Designing, preparing, and organizing meetings (including but not limited to round tables, conferences, colloquia, or symposia) and events with senior-level federal officials, or with stakeholders and communities, including sending invitations, organizing RSVPs, and finding and coordinating meeting sites. - Designing, preparing, and organizing meetings (including but not limited to round tables, conferences, colloquia, or symposia) and events in a policy context for a public audience, including sending invitations, organizing RSVPs, and finding and coordinating meeting sites - Designing, preparing, and organizing

	I	
		meetings (including but not limited to round tables, conferences, colloquia, or symposia) and events for Aboriginal communities or organizations, including sending invitations, organizing RSVPs, and finding and coordinating meeting sites. Preparing discussion papers and summary reports for such meetings and events as described above, including recommendations and next steps. Managing relations with stakeholders and communities. Up to 20 points.
R1.3 Experience in carrying out meeting design, organization, and facilitation services on themes relevant to Aboriginal economic development.	/15	Three (3) points will be allocated per theme addressed in the project summaries and project sample:
		- Indian Act barriers - Legislative solutions to Indian Act barriers -The modern treaty environment -Institutional development and mature jurisdictional relationships -Opt-in legislative regimes -Modern land management -Aboriginal participation in major resource projects -Financial participation -Access to capital -Aboriginal business development and readiness -Community opportunity readiness -Skills, training, and education -Aboriginal youth -Aboriginal women -Métis-relevant policies and programs -First Nations-relevant policies and programs -Inuit-relevant policies and programs -The North Up to 15 points.
R1.4 Evaluation of project sample	/15	The project sample will be evaluated based on demonstrated organizational capacity,
	15 pts = Excellent	stakeholder involvement, community involvement, and professional writing skills.
	12 pts = Acceptable 9 pts = Below expectations 0 pts= Poor	Excellent: Demonstrates that the Bidder employed a well-established proactive and reactive project management approach that delivered quality, reliable, and efficient services, and that successfully countered risks and constraints involved in the work. Bidder
	o bis- 1 001	and constraints involved in the work. Bidder

also demonstrates one or more innovative approaches and/or methodologies employed in the project, including demonstration of successful application and outcome, benefits, considerations. The project demonstrates the way(s) in which the innovation(s) and associated benefits/considerations are relevant to DIAND and how they could be applicable to the context of this Request for Proposals.

Acceptable: Demonstrates that the Bidder employed a reactive project management approach that delivered quality, reliable, and efficient services. Bidder also demonstrates one or more innovative approaches and/or methodologies employed in the project, including demonstration of some application/outcome, benefits, and considerations. The project demonstrates the ways in which the innovation(s) and associated benefits/considerations could be relevant to DIAND and how they could be applicable to the context of this Request for Proposals.

Below Expectations: Demonstrates that the Bidder employed a project management approach in the work performed. Bidder does not fully demonstrate innovative approaches and/or methodologies employed in the project. Application/outcome, benefits, and considerations of the project and the project's applicability to DIAND and to the context of this Request for Proposals are not fully addressed

Poor: Does not demonstrate that a project management approach was employed. Bidder does not demonstrate innovation in approach and methodology that is relevant to DIAND's requirements.

Up to 15 points.

Minimum pass-mark of 70%

39 /55

R2 Resource Reference

The evidence within the reference template for the Bidder's proposed Resource submitted in response to the Mandatory Requirement M2.2, will be evaluated on the quality of the individual's reference in regards to the provision of meeting design, organization, and facilitation on issues related to Aboriginal economic development, as defined in the Statement of Work.

of "Yes" to section 4 of the Resource Reference Form (Table M2.2). Two (2) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the Resource Reference Form (Table M2.2). Half (.5) of a point will be allocated for each "Yes" answer for section 2 and 3 of the Resource Reference Form (Table M2.2). Four (4) points will be allocated for an answer of "Yes" to section 4 of the Resource Reference Form (Table M2.2). Minimum pass-mark of 70% 42/60	R2.1 Reference #1	/20	Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the Resource Reference Form (Table M2.2). One point will be allocated for each "Yes" answer for section 2 and 3 of the Resource Reference Form (Table M2.2). Four (4) points will be allocated for an answer of "Yes" to section 4 of the Resource Reference Form (Table M2.2).
R2.3 Reference #3 /20 Two (2) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the Resource Reference Form (Table M2.2). Half (.5) of a point will be allocated for each "Yes" answer for section 2 and 3 of the Resource Reference Form (Table M2.2). Four (4) points will be allocated for an answer of "Yes" to section 4 of the Resource Reference Form (Table M2.2). Minimum pass-mark of 70% 42/60	R2.2 Reference #2	/20	resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the Resource Reference Form (Table M2.2). One point will be allocated for each "Yes" answer for section 2 and 3 of the Resource Reference Form (Table M2.2). Four (4) points will be allocated for an answer of "Yes" to section 4 of the Resource
	R2.3 Reference #3	/20	Two (2) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the Resource Reference Form (Table M2.2). Half (.5) of a point will be allocated for each "Yes" answer for section 2 and 3 of the Resource Reference Form (Table M2.2). Four (4) points will be allocated for an answer of "Yes" to section 4 of the Resource
Total /115	Minimum pass-mark of 70%	42/60	
'==-	Total	/115	

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

Pass-mark

In order to be judged acceptable, proposals must meet all the mandatory requirements.

Only resources that achieve a pass-mark of 70% on each point-rated criteria **R1 and R2** will be considered for selection on the basis of their financial proposal.



Mandatory Criteria

Work Stream 4: Writing and Communication Services—Economic Development Issues Facing Aboriginal Peoples in Canada.

Bidder proposals **MUST** meet **ALL** of the mandatory requirements of the work stream to be considered for further evaluation. Failure of a Bidder to meet any one (1) or more of the mandatory requirements will result in the proposal being deemed non-compliant, with the proposal being given no further consideration for the work stream.

WORK STREAM 4 - MANDATORY CRITERIA #1	MET	NOT MET
M1 Qualifications of Resources		
The Bidder must propose at least one (1) resource and no more than five (5). For each resource named, detailed cover letters and curriculum vitae (CV) must be provided.		
Cover letters may elaborate on details provided in CVs; proposed resources must demonstrate that they meet ALL of the following minimum requirements:		
 Graduation with a degree or diploma from a recognized university or a recognized post-secondary educational institution with acceptable specialization in Communications, Public Affairs, Journalism, Economics, Social Sciences or Statistics, or a related field (resources must always have a degree or a diploma, but the specialization does not necessarily have to be acquired as part of a degree or diploma program. The specialization may also be obtained through an acceptable combination of education/course, training and/or professional experience. A justification must be provided in order to show how the specialization enables resource to contribute to Aboriginal economic development research). Proof of education in the form of a photocopy of degree(s) or diploma(s) must be included in the proposal. A minimum of five (5) years experience delivering writing services and 		
 communications advice in the public policy field. Experience working with Aboriginal organizations and/or communities. 		
 Experience working with Aboriginal organizations and/or communities. Experience undertaking at least three (3) projects specifically on Aboriginal economic development—writing and communications services related to issues pertinent to Aboriginal peoples in Canada—in which the resource was responsible for undertaking at least one (1) of the following types of activities per project: 		
-Conducting research and interviews with subject-matter experts to write articles or success stories on issues pertinent to Aboriginal economic development. -Developing and writing reports (i.e. progress reports, annual reports, corporate business plans, environmental scans, discussion guides, web content, fact sheets, social-media-tailored content) on issues pertinent to Aboriginal economic development.		

- -Preparing presentations and speaking notes for delivery by senior executives at senior-level federal meetings and meetings with stakeholders and/or Aboriginal communities.
- -Providing communications advice on stakeholder and community outreach and relations.
- -Developing and implementing communications strategies/plans to support the promotion of complex policy approaches and issues pertinent to Aboriginal economic development.

Relevant work experience should be listed chronologically, with brief descriptions of the nature of the work that indicate the depth of the resource's knowledge and experience.

CVs and cover letters should also include information about training, professional attainments, research grants, awards, publications, and any other information deemed relevant by the Bidder. On CVs, all formal training should be listed chronologically; the title of the course or program and duration in days, months or years should be included.

CVs and cover letters will be used to evaluate resources against Mandatory M1 AND Point-Rated Criteria R1.

WORK STREAM 4 - MANDATORY CRITERIA #2	MET	NOT MET
M2 Resource Project Summaries, Project Sample & References		
M2.1 For two (2) of the three (3) projects listed in the proposed resource's CV, the Bidder must provide written project summaries. The project summaries must describe in detail the proposed resource's experience in successfully providing writing and communications services related to Aboriginal economic development, as described in Appendix D, Statement of Work, during the past five (5) years (dates calculated based on the closing date of the RFP).		
For one (1) of the three (3) projects listed in the proposed resource's CV, the Bidder must provide a complete sample of the project results—this must include a sample of the Resource's professional writing.		
Within each project summary and project sample provided, the Bidder MUST indicate (a-g):		
 a) Name/brief description of the client organization b) Dates/duration (in years/months) of the project c) Total resource level of effort (in days) for the duration of the project d) Description of the services provided by the resource during the project, including roles and responsibilities in relation to the project, purpose, objectives, methodological approaches and/or theoretical frameworks utilized, needs, and issues which necessitated the contribution of the proposed resource f) Extent to which the project finished on time, on budget, and in accordance with the established project goals g) Name, title, e-mail address and telephone number of the client project authority The Bidder MUST use Table M2.1—Resource Project Summary Form—for each Project Summary submitted. The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Table. The Bidder should copy Table M2.1 as required. 		
M2.2 The Bidder must include within its Proposal a signed reference letter for each of the project summaries (using template, Table M2.2).		
The reference must be able to confirm the Resource's competencies in writing and communications services on issues related to Aboriginal economic development. The reference letter/template must be from an individual or a firm outside of the Bidder's organization and not from immediate relatives.		
Summaries and references will be used to evaluate resources against Mandatory Criteria M2 AND Point-Rated Criteria R1.2-1.4 and R2.		

Table M2.1—Resource Project Summary Form: Template submitted MUST contain the information required in Mandatory Requirement M2 (a-g) at a minimum.

Work Stream 4: Writing and Con	nmunication Services—Economic Development Issues Facing Aboriginal Peoples in Canada
Bidder Name:	Project Name:
Resource Name:	
Client Organization [a]:	
Dates/Duration [b]:	Level of Effort
(in years/months)	(Days) [c]:
Services provided by the Resource	during the project [d]
Project objectives, scope, needs and	l issues [e]
Extent and Role of the Resource's	involvement in the Assignment, including project outcome and results [f]
Client Project Authority Name, Tit	le, E-mail address, Phone Number [g]

Resource Reference Form (Table M2.2)

Table M2.2—Proposed Resource Reference Form (Table M2.2): may provide additional detail as necessary; however template submitted MUST contain at least the information required in Mandatory Requirement M2 (a-g).

Work Stream 4: Writing and Con	nmunication Services—Economic Development Is Peoples in Canada	sues Facing A	Aboriginal
Bidder name :			
Resource name :			
Reference name, title and organization:			
Reference contact information :	Email:		
	Telephone: () -		
Project Name and Scope of work accomplished for the reference :			
Services provided by the Resource	during the project		
Re	ference Criteria	Yes	No
1. Was the Resource primarily res		- **	
management of the project	Yes()/No() completion of the project	Yes () / No	()
2. Did the Resource meet the follow	ving critical factors :		
a) Completed the project on time.			
b) Stayed within budget.			
c) Met all the project objectives.			
d) Complied with the terms and cond	itions of the contract/project (ex. Statement of		
Work).			
3. Did the Resource possess and de			
a) The ability to develop sound meth			
b) The ability to coordinate multiple			
	yze complex issues related to Aboriginal economic		
development.			
d) The ability to provide quality and			
	inform your policy and research goals.		
•	ot require methodological, organizational, or		
subject-matter-expert intervention on			
<u> </u>	errors or structural issues requiring editorial		
intervention on your end. h) Delivered final products of a quali	ty you would define as excellent		
	ds in a professional manner that you would define		
as excellent.	ds in a professional manner that you would define		
4. Would you retain the services of	this Resource again?		
	reference, I have read the Project Scope provided		
· ·	agree with the description of the work conducted		
by the Resource for the project.			
Signature :	Date:		

Point-Rated Criteria

Work Stream 4: Writing and Communication Services—Economic Development Issues Facing Aboriginal Peoples in Canada

R1 Resource Qualifications and Experience

The evidence within the cover letters, CV(s), project summaries, and project sample (including writing sample) for the Bidder's proposed Resource(s), submitted in response to Mandatory Requirements M1 and M2 will be evaluated on the breadth of the individual's expertise regarding the provision of writing and communications services related to Aboriginal economic development, as defined in the Statement of Work.

Criteria	Weight	Evaluation Factors
R1.1 Education attainment	/5	5 points for formal educational achievement above and beyond a degree or diploma. Qualified achievements include a Master's degree or a PhD and/or additional professional certificate or diploma. Degrees, diplomas, and certificates must be from a recognized university or a recognized post-secondary educational institution with acceptable specialization in Communications, Public Affairs, Journalism, Economics, Social Sciences or Statistics, or a related field (a justification must be provided in order to show how the education attainment enables the resource to contribute to Aboriginal economic development research). Proof of education (a photocopy of the degree, diploma, or certificate) must be included in the proposal.
R1.2 Experience in conducting writing and communications services thematically relevant to Aboriginal economic development in Canada.	/20	Four (4) points will be allocated per type of the following activities undertaken in the project summaries and project sample: -Conducting research and interviews with subject-matter experts to write articles or success stories on issues pertinent to Aboriginal economic developmentDeveloping and writing reports (i.e. progress reports, annual reports, corporate business plans, environmental scans, discussion guides, web content, fact sheets, social-media-tailored content) on issues pertinent to Aboriginal economic developmentPreparing presentations and speaking notes for delivery by senior executives at senior-level federal meetings and meetings with stakeholders and/or Aboriginal communitiesProviding communications advice on stakeholder and community outreach and

R1.3 Experience in conducting writing and communications services thematically relevant to Aboriginal economic development in Canada. /15 Three (3) points will be allocated per theme addressed in the project summaries and project sample: - Legislative solutions to Indian Act barriers - The modern treaty environment - Institutional development and mature jurisdictional relationships - Opt-in legislative regimes - Modern land management - Aboriginal participation in major resource projects - Financial participation - Access to capital - Aboriginal women - Aboriginal women - Metis-relevant policies and programs - First Nations-relevant policies and programs - First Nations-relevant policies and programs - The North Up to 15 points. R1.4 Evaluation of professional writing sample. /15 The professional writing sample will be evaluated based on clarity, grammar, precision, organization of thoughts, depth and breadth of knowledge, and the level of analytical and methodological sophistication demonstrated. The following scale will be used to evaluate each sample. Excellent: Very complete, relevant, and clear: neat, logical and easy to follow; precise and correct references; grammartically sound; sophisticated analysis and methodology. Acceptable: Relatively complete, relevant, and clear: neat, logical and easy to follow; precise and correct references; grammatically sound; sophisticated analysis and methodology.			relationsDeveloping and implementing communications strategies/plans to support the promotion of complex policy approaches and issues pertinent to Aboriginal economic development. Up to 20 points.
R1.4 Evaluation of professional writing sample. /15 The professional writing sample will be evaluated based on clarity, grammar, precision, organization of thoughts, depth and breadth of knowledge, and the level of analytical and methodological sophistication demonstrated. 12 pts = Acceptable 9 pts = Below expectations The following scale will be used to evaluate each sample. Excellent: Very complete, relevant, and clear: neat, logical and easy to follow; precise and correct references; grammatically sound; sophisticated analysis and methodology. Acceptable: Relatively complete, relevant,	communications services thematically relevant to	/15	addressed in the project summaries and project sample: -Legislative solutions to <i>Indian Act</i> barriers -The modern treaty environment -Institutional development and mature jurisdictional relationships -Opt-in legislative regimes -Modern land management -Aboriginal participation in major resource projects -Financial participation -Access to capital -Aboriginal business development and readiness -Community opportunity readiness -Skills, training, and education -Aboriginal youth -Aboriginal women -Métis-relevant policies and programs -First Nations-relevant policies and programs -Inuit-relevant policies and programs
evaluated based on clarity, grammar, precision, organization of thoughts, depth and breadth of knowledge, and the level of analytical and methodological sophistication demonstrated. 12 pts = Acceptable 9 pts = Below expectations Excellent: Very complete, relevant, and clear: neat, logical and easy to follow; precise and correct references; grammatically sound; sophisticated analysis and methodology. Acceptable: Relatively complete, relevant,			Up to 15 points.
Acceptable: Relatively complete, relevant,	R1.4 Evaluation of professional writing sample.	15 pts = Excellent 12 pts = Acceptable 9 pts = Below expectations	evaluated based on clarity, grammar, precision, organization of thoughts, depth and breadth of knowledge, and the level of analytical and methodological sophistication demonstrated. The following scale will be used to evaluate each sample. Excellent: Very complete, relevant, and clear: neat, logical and easy to follow; precise and correct references; grammatically sound;
and clear. fairly fleat, logical and easy to			

		follow; rather precise and generally correct references; basically grammatically sound; somewhat sophisticated analysis and methodology. Below expectations: More or less complete, relevant, and clear: more or less neat, logical and easy to follow; some imprecision; some problems with references; some grammatical mistakes; lacking in sophistication analytically and methodologically. Poor: Incomplete, irrelevant, and unclear: lacking neatness, logic, and organization; imprecise; lacking grammatical solidity; unsophisticated analysis and methodology. Up to 15 points.
Minimum Pass-Mark of 70%	39 /55	ep to 12 permit
Work.	ed to Aboriginal econom	nic development, as defined in the Statement of
R2.1 Reference #1	/20	Three (3) points will be allocated if the resource was managing the project and one
		(1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the Resource Reference Form (Table M2.2).
		completing the project (under a project manager) in section 1 of the Resource
		completing the project (under a project manager) in section 1 of the Resource Reference Form (Table M2.2). One point will be allocated for each "Yes" answer for section 2 and 3 of the Resource

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manager) in section 1 of the Resource Reference Form (Table M2.2).

Reference Form (Table M2.2).

of "Yes" to section 4 of the Resource

One point will be allocated for each "Yes" answer for section 2 and 3 of the Resource

Four (4) points will be allocated for an answer

		Reference Form (Table M2.2).
R2.3 Reference #3	/20	Three (3) points will be allocated if the resource was managing the project and one (1) point if the resource was responsible for completing the project (under a project manager) in section 1 of the Resource Reference Form (Table M2.2). One point will be allocated for each "Yes" answers for section 2 and 3 of the Resource Reference Form (Table M2.2). Four (4) points will be allocated for an answer of "Yes" to section 4 of the Resource Reference Form (Table M2.2).
Minimum Pass-Mark 70%	42 /60	
Total	/115	

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

Pass-mark

In order to be judged acceptable, proposals must meet all the mandatory requirements.

Only resources that achieve a pass-mark of 70% on each point-rated criteria **R1 and R2** will be considered for selection on the basis of their financial proposal.

2.0 Financial Proposal

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

The Bidder must clearly identify in their bid for which Stream they are submitting a proposal for and must submit a separate proposal for each Stream.

STREAM:

RESOURCE(S)	YEAR 1 PER DIEM RATES (CAD\$) Award to March 31, 2016	YEAR 2 PER DIEM RATES (CAD\$) April 1, 2016 to March 31, 2017	YEAR 3 PER DIEM RATES (CAD\$) April 1, 2017 to March 31, 2018	OPTION YEAR 1 PER DIEM RATES (CAD\$) April 1, 2018 to March 31, 2019 D	OPTION YEAR 2 PER DIEM RATES (CAD\$) April 1, 2019 to March 31, 2020 E	OPTION YEAR 3 PER DIEM RATES (CAD\$) April 1, 2020 to March 31, 2021 F	AVERAGE PER DIEM RATE (G) A+B+C+D+E+ F/6 = G
	\$	\$	\$	\$	\$	\$	
				AVERAGE PER	DIEM RATE (G)		

Where the Bidder proposes multiple resources, the proposed per diem rates for all proposed resources will be averaged to derive the Bidder's average all-inclusive per diem rate for evaluation purposes.

2.7 Price Support

DIAND reserves the right to request price support from Bidders following the Technical Evaluation. Acceptable price support is one or more of the following:

- a) a current published price list indicating the percentage discount available; or
- b) paid invoices for like services sold to other customers; or
- c) a most favoured customer price certification statement.

3.0 Basis of Selection

- 3.1 Only compliant Proposals will be considered.
- 3.2 Only Proposals that have met all Mandatory Requirements, and have achieved or exceeded the required minimum score in each of the Point-Rated Criteria will be considered. All Proposals will be rated on technical acceptability before price is considered.

The SOAs will be awarded based on a determination of Best Value taking into account both the technical merit of the Proposals and the Financial Evaluation.

The Bidder(s) will be selected on the basis of the highest combined rating of technical merit and price:

Total technical points		Score	
Lowest bid Bidder's cost	* 30	= Financial Score	
Total	Score	= /100	

3.3 As a result from this proposal call, DIAND intends to award Standing Offer Agreements (SOA) per stream as follows;

Stream 1: Research and Policy Development Services	(up to 3)
Stream 2: Quantitative Analysis	(up to 3)
Stream 3: Meeting, Design, Organization, and Facilitation	(up to 3)

Stream 4: Communications Services and Support

establish up to fourteen (14) SOAs.

In a companion Request for Standing Offer Agreements (RFSO) 1000164232, DIAND is seeking to

In the event that less than fourteen (14) SOAs are awarded under RFSO 1000164232 to this solicitation, DIAND will increase the number of competitively awarded SOAs under this solicitation up to a total of twenty six (26) SOAs overall.

(up to 3)

- 3.4 In the event that more than one (1) Proposal receives the same Total Score, of those Proposals, the Proposal with the higher technical score will be considered to represent Best Value.
- 3.5 DIAND reserves the right to refuse any and all Proposals received in response to this RFP, without incurring any obligation to any Bidder having responded. DIAND reserves the right to award an SOA to the compliant Bidder that best meets the requirements, as described above, without incurring any obligation to any other Bidders having responded to this RFP.

ARTICLES OF AGREEMENT STANDING OFFER AGREEMENT

Standing Offer Agreement Number 1000164151

File Number 1632-11/1000164151

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

and

To be identified at SOA award [Street Address] [City], ON [Postal Code]

(referred to in the Standing Offer Agreement as the "Contractor").

Her Majesty and the Contractor agree as follows:

A1 STANDING OFFER AGREEMENT

- 1.1 The following documents and any amendments relating thereto form the Standing Offer Agreement between Her Majesty and the Contractor:
 - 1.1.1 these Articles of Agreement;
 - 1.1.2 the document attached hereto as Appendix "A" and titled "General Conditions", referred to herein as the General Conditions;
 - 1.1.3 the document attached hereto as Appendix "B" and titled "Supplementary Conditions", referred to herein as the Supplementary Conditions;
 - 1.1.4 the document attached hereto as Appendix "C" and titled "Terms of Payment", referred to herein as the Terms of Payment;
 - 1.1.5 the document attached hereto as Appendix "D" and titled "Statement of Work", referred to herein as the Statement of Work;
 - 1.1.6 the document attached hereto as Appendix "E" and titled "Intellectual Property", referred to herein as the Intellectual Property;
 - 1.1.7 the document attached hereto as Appendix "F" and titled "Travel Expense Information", referred to herein as the Travel Expense Information
 - 1.1.8 The document attached hereto as Appendix "G" and titled "Security Requirement Checklist", referred to herein as the Security Requirement Checklist.
- 1.2 In the event of discrepancies, inconsistencies, or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

ARTICLES OF AGREEMENT STANDING OFFER AGREEMENT

A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

2.1 The Contractor shall, between the date of these Articles of Agreement and March 31, 2018, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

A3 STANDING OFFER AGREEMENT AMOUNT

- 3.1 Subject to the terms and conditions of this Standing Offer Agreement and in consideration for the performance of the work, Her Majesty shall pay to the Contractor:
 - 3.1.1 the sum of N/A.
 - 3.1.2 a sum not to exceed \$ (To be identified at SOA award).

A4 APPROPRIATE LAW

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

A5 DEPARTMENTAL REPRESENTATIVE

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

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

SIGNED, SEALED AND DELIVERED

by	[Signing Authority Name], [Signing Authority Title]
in the presence of	
Date	
SIGNED, SEALED AND DELIVERED	
by	the Contractor
in the presence of	
Date	

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 his/her lawful deputy and any of the Minister's or his/her representatives appointed for the purpose of the Contract;
 - 1.1.4 "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract;
 - 1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;
 - 1.1.6 "prototypes" includes models, patterns and samples;
 - 1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

GC2 SUCCESSORS

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

GC3 TIME IS OF THE ESSENCE

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

GENERAL CONDITIONS

- 3.4 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 3.5 Notwithstanding that the Contractor has complied with the requirements of GC3.3, Her Majesty may exercise any right of termination contained in GC6.

GC4 INDEMNIFICATION

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

GC5 NOTICES

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

GC6 TERMINATION OR SUSPENSION

- 6.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 6.3 In addition to the amount which the Contractor shall be paid under GC6.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.

GENERAL CONDITIONS

- Payment and reimbursement under the provisions of GC6 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 6.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 6.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC6 except as expressly provided therein.

GC7 TERMINATION DUE TO DEFAULT OF CONTRACTOR

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

GENERAL CONDITIONS

GC8 ACCOUNTS AND AUDITS

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

GC9 CONFLICT OF INTEREST

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

GC10 CONTRACTOR STATUS

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

GC11 WARRANTY BY CONTRACTOR

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

GC12 AMENDMENTS

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

GC13 ENTIRE AGREEMENT

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

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.

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

SC8 CERTIFICATION - CONTINGENCY FEES

- 8.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this 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.

SUPPLEMENTARY CONDITIONS

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

SC9 FORMER PUBLIC SERVANTS

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

SC10 STANDING OFFER

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

SC11 INTELLECTUAL PROPERTY

- 11.1 The Department of Indian Affairs and Northern Development has determined that any Intellectual Property arising from the performance of the Work under the Standing Offer Agreement will vest with the Contractor.
- SC12 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) PROGRAM
- 12.1 The Contractor's GST/HST number is **to be identified at SOA award**.

SC13 SPECIFIC INDIVIDUALS

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

SUPPLEMENTARY CONDITIONS

SC14 PERSONNEL REPLACEMENT AND SUBSTITUTIONS

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

SC15 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

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

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

SUPPLEMENTARY CONDITIONS

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

SC16 OPTION TO EXTEND STANDING OFFER AGREEMENT

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

SC17 SECURITY CLAUSES

- Pursuant to the Policy Government Security, the nature of the services to be provided under this Standing Offer Agreement requires a Government of Canada (GoC) Security Screening action at the **Reliability Status** level of the Contractor, their employees and sub-contractors to be assigned to conduct project work.
- 2. Prior to the commencement of the call-up work, the Contractor and each of its personnel involved in the performance of the call-up work must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
- 3. The Contractor personnel requiring access to **PROTECTED B** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.
- 4. The Contractor MUST NOT remove any **PROTECTED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 5. The security requirements identified for this Standing Offer Agreement stipulate that the Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises.
- 6. Subcontracts which contain security requirements are not to be awarded without the prior written permission of the Department of Aboriginal Affairs and Northern Development Canada (AANDC), Security and Occupational Health and Safety Division.
- 7. Any substitute or alternate personnel proposed for the call-up Work:
 - a. must be approved by the Departmental Representative; and
 - b. must hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status** before gaining access to designated information or assets.
- 8. Under the Standing Offer Agreement, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the call-up work with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.

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SUPPLEMENTARY CONDITIONS

- 9. Any call-up issued against this Standing Offer Agreement only has force or effect for as long as the security screening at the level of **Reliability Status** is in effect. Should the security screening issued prior to the commencement of the call-up work be revoked during the lifetime of the call-up, the call-up shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory Work performed up to the time of termination pursuant to the terms of the Standing Offer Agreement.
- 10. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List (attached hereto as Appendix G); and
 - b. Policy Government Security (Latest Edition)

TERMS OF PAYMENT

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

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

RESOURCE(S)	YEAR 1 PER DIEM RATES (CAD\$) Award to March 31, 2016	YEAR 2 PER DIEM RATES (CAD\$) April 1, 2016 to March 31, 2017	YEAR 3 PER DIEM RATES (CAD\$) April 1, 2017 to March 31, 2018	OPTION YEAR 1 PER DIEM RATES (CAD\$) April 1, 2018 to March 31, 2019	OPTION YEAR 2 PER DIEM RATES (CAD\$) April 1, 2019 to March 31, 2020	OPTION YEAR 3 PER DIEM RATES (CAD\$) April 1, 2020 to March 31, 2021
	\$	\$	\$	\$	\$	\$

Maximum Authorized Fees

Professional Fees	\$0.00
Miscellaneous expenses directly related to the work under this agreement as may be authorized by the Departmental Representative, reimbursed at cost, without mark-up, upon submission and acceptance of invoices and/or a Statement of Expenses, to a maximum amount of	\$0.00
Actual and reasonable travel expenses for transportation, accommodation, meals and incidentals incurred by the Contractor as may be authorized by the	
Departmental Representative to a maximum amount of	\$0.00
Maximum Authorized Amount for Fees and Expenses	\$0.00
*Maximum GST/HST Payable	\$0.00
	7
Total Maximum Authorized Standing Offer Agreement Value	\$0.00

^{*} The GST/HST indicated within this Standing Offer is an estimate only and may be subject to increase or decrease. The taxes payable under the resulting call-ups 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 Administration fees are not reimbursable under this agreement as the time/unit rate(s) and/or fixed fee(s) specified in TP1 are inclusive of all payrolls, overhead and administration costs and profits required to complete the Work.
- **TP3** This Standing Offer Agreement value shall not be exceeded without the approval of the Standing Offer Agreement signing authority.

TERMS OF PAYMENT

- TP4 For Standing Offer Agreements with miscellaneous expense provisions in TP1 of the Terms of Payment: The reimbursement of the miscellaneous expenses as authorized under TP1 shall be contingent upon the submission by the Contractor of invoices supporting such expenses as applicable, and/or a Statement of Expenses which shall set out the purpose and cost of each expense incurred.
- For Standing Offer Agreements with travel expense provisions in TP1 of the Terms of Payment: The travel and accommodation expenses shall not exceed the charges allowed in the current issue of the Treasury Board Travel Directive as set out in the attached "Travel Expenses Information". These expenses shall be substantiated to the satisfaction of the Departmental Representative with the supporting documents required by the said Directive.
- TP6 For Standing Offer Agreements with miscellaneous and travel expense provisions in TP1 of the Terms of Payment: The respective allowances for miscellaneous expenses and for travel expenses are estimates only, and where the cumulative expenses incurred under one of these two allowances exhaust and thereafter exceed the stated maximum, the overage may be paid out of the balance of funds remaining in the other allowance.
- TP7 Notwithstanding the foregoing, the Contractor must, in advance of the required draw against the other allowance, advise the Departmental Representative and obtain his/her concurrence that the expenses requiring this action are necessary to the conduct of the work. All such expenses must be substantiated by receipts or statement of expenses in accordance with the instructions set out herein.
- **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.
- 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.

TERMS OF PAYMENT

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,

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 stated otherwise within the Call-up document, payment shall be made to the Contractor upon satisfactory completion of the Call-up Work, acceptance of all Call-up deliverables and, compliance with all Invoicing Instructions.

13.2 **Invoicing Instructions**

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

To be identified at SOA award

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

- 13.2.2 Pursuant to paragraph 221 (1) (d) of the *Income Tax Act*, payments made by departments and agencies under applicable service Contracts must be reported on a T1204 supplementary slip. To comply with this requirement, Contractors are required to provide the following information on each invoice:
 - a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number or Business Number (BN), as well as the address and the postal code;
 - b) the status of the Contractor, i.e. individual, unincorporated business, or corporation;
 - c) for individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST) Harmonized Sales Tax (HST) number;
 - d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and
 - e) the following certification signed by the Contractor or an authorized officer:

TERMS OF PAYMENT

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

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

STATEMENT OF WORK STANDING OFFER AGREEMENT

SW1. TITLE

Policy services for Aboriginal Economic Development.

SW2. BACKGROUND

Aboriginal Affairs and Northern Development Canada (AANDC) supports Aboriginal peoples (First Nations, Inuit, and Métis) and Northerners in their efforts to: improve social well-being and economic prosperity; develop healthier, more sustainable communities; and participate more fully in Canada's political, social, and economic development—to the benefit of all Canadians. The Policy and Coordination Branch, in the Lands and Economic Development Sector of AANDC, works to implement the *Federal Framework for Aboriginal Economic Development (Framework)* (2009), in which the Government committed to enhance opportunities and remove barriers to Aboriginal peoples' full participation in the economy to facilitate the opportunities of long-term economic growth. The Policy and Coordination Branch also works to leverage the *Framework*'s purpose as a communications tool to advance Aboriginal economic development.

Federal programs and policies guided by the *Framework* are designed to focus the role of the federal government on strengthening Aboriginal entrepreneurship; developing Aboriginal human capital; enhancing the value of Aboriginal assets; and forging new and effective partnerships. As part of ongoing *Framework* implementation, the government has committed to review the legal and regulatory environment; support Aboriginal peoples' access to lands and resources; focus on developing skilled labour; address deficits in infrastructure; enhance financing options; and remedy deficits in capacity.

In both on- and off-reserve contexts, as well as in the modern treaty environment, it is clear that the federal government does not hold all the levers to improve the economic outcomes of Aboriginal people in Canada—the private sector, academic institutions, not-for-profit organizations, other levels of government, Aboriginal organizations, Aboriginal leaders, and communities themselves play important roles. Key reports such as the 2011 Status Report of the Auditor General of Canada, the Senate Standing Committee's *A Hand Up, Not a Handout*, the federal report *Creating the Conditions for Economic Development on Reserve Lands*, and external research endeavours such as the Harvard Project, have set the stage for further work focused on addressing the barriers that impede Aboriginal communities' economic development. And further engagement with First Nations, Inuit, and Métis rights holders, as well as the private sector—through the National Aboriginal Economic Development Board (NAEDB), the Public Policy Forum (PPF), and federal Aboriginal economic development program renovation consultation—have guided *Framework* implementation to date and identified a number of concrete steps to remove barriers to economic development.

As *Framework* implementation continues, more work needs to be done to address identified barriers in key policy areas and to effectively communicate ongoing progress under the *Framework*. Over the long term, by focusing on opportunities, responding to new and changing conditions, leveraging partnerships, and focusing on results, the Government of Canada, Aboriginal peoples in Canada, and other partners will work together to ensure that Aboriginal peoples in Canada enjoy the same opportunities for employment, income, and wealth creation as other Canadians.

To support these priorities, the Policy and Coordination Branch of AANDC requires timely access to high-caliber resources able to provide research, analysis, policy recommendations, meeting facilitation, writing services, communication services, and related services corresponding to economic development issues that affect all Aboriginal peoples in Canada. Policy development and implementation will benefit from the support of external policy advice and research in areas concerning barriers to Aboriginal economic development and to inform the development of policy options in support of Aboriginal economic development. Likewise, the Branch's ability to effectively communicate policy options and directions will benefit from the support of external communications specialists with the necessary subject-matter expertise.

STATEMENT OF WORK STANDING OFFER AGREEMENT

Although other AANDC Branches and Directorates have existing Standing Offer Agreements in place for research, analysis, and policy advice concerning demographic and socio-economic policy and research, this particular Request for Proposals focuses on experience and expertise in economic development issues—including but not limited to Aboriginal demographic and socio-economic issues. Similarly, other Standing Offer Agreements exist for writing and communications services; however, this Request for Proposals focuses on communications practitioners with expertise and experience in economic development issues—experts who can then take very complex issues and translate them into a variety of communications products that help advance Aboriginal economic development.

SW3. OBJECTIVES

To acquire research services, policy development services, quantitative analysis services, meeting design, organization and facilitation services, and writing and communications services—related to addressing the barriers to economic development faced by Aboriginal people in Canada, including but not limited to:

- A legislative and regulatory environment that facilitates Aboriginal economic development, including but not limited to:
 - Legislative solutions to *Indian Act* barriers
 - o The modern treaty environment
 - o Institutional development and jurisdictional relationships
 - Opt-in regimes
- Capacity/opportunity readiness, including but not limited to:
 - o Aboriginal participation in major resource projects
 - o Financial participation
 - Access to capital
 - o Aboriginal business development and readiness
 - Community opportunity readiness
 - Skills, training, and education
- Specific lenses, including but not limited to:
 - Aboriginal youth
 - Aboriginal women
 - Métis-relevant policies and programs
 - First Nations-relevant policies and programs
 - Inuit-relevant policies and programs
 - The North

SW4. DEFINITIONS

The following list of definitions and/or acronyms is relevant to, and forms a part of, this Statement of Work (SOW). The list of definitions provided below is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this SOW.

Term/Acronym	Definition
AANDC	Aboriginal Affairs and Northern Development Canada (formerly Indian and
	Northern Affairs Canada).
Aboriginal People	Includes First Nations, Inuit, Métis, and Non-Status Indian populations, including
	those who live in urban settings.
Call-up	Under a valid Standing Offer Agreement (SOA), a document prepared by the
	AANDC Departmental Representative and issued by the AANDC Contracting
	Authority to the Contractor, through which AANDC will acquire the required
	services; and which will contain requirements for the provision of said services,

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STATEMENT OF WORK STANDING OFFER AGREEMENT

	which will be consistent with the Statement of Work, and may consist of any
	combination of the required services and deliverables.
Contracting Authority	The Contracting Authority shall be the sole authority on behalf of Canada for the
	administration and management of the Standing Offer Agreement (SOA). Any
	changes to the SOA must be authorized in writing by the Contracting Authority. The
	Contractor is not to perform work in excess of or outside the scope of the SOA based
	on written requests from any government personnel other than the contracting
	authority.
Contractor	A qualified supplier selected pursuant to the present competitive selection process,
	who is a party to a Standing Offer Agreement.
Departmental	A person, occupying a specific position within AANDC or fulfilling a specific
Representative	organization's function, who is responsible for monitoring the supplier's execution of
	the work under the Standing Offer Agreement, as well as acting as a single point of
	contact on behalf of AANDC.
DIAND	Department of Indian Affairs and Northern Development (legal title for AANDC).
Federal Framework for	Launched in 2009, the <i>Framework</i> is designed to focus the role of the federal
Aboriginal Economic	government on strengthening Aboriginal entrepreneurship; developing Aboriginal
Development (Framework)	human capital; enhancing the value of Aboriginal assets; and forging new and
LED	effective partnerships. Lands and Economic Development Sector (LED Sector) is responsible for
LED	implementation of the Federal Framework for Aboriginal Economic Development;
	community economic development; Aboriginal business development; lands and
	environmental management; lands modernizations; and the Strategic Partnerships
	Initiative (SPI).
NAEDB	The National Aboriginal Economic Development Board (NAEDB) was created by
	Order in Council to provide strategic policy and program advice. It is a unique
	advisory board of First Nations, Inuit, and Métis business and community leaders
	from all regions of Canada and is a strategic partner with a whole-of-government
	mandate that engages different levels of government, provincial, and national
	Aboriginal organizations, and the private sector.
NCR	National Capital Region.
PCB	The Policy and Coordination Branch (PCB) within the Lands and Economic
	Development Sector of AANDC works to implement the Federal Framework for
	Aboriginal Economic Development (2009), in which the Government committed to
	enhance opportunities and remove barriers to Aboriginal people's full participation
	in the economy to facilitate the opportunities of long-term economic growth.
RFP	Request for Proposals.
SOA	A Standing Offer Agreement (SOA) is an overarching agreement between DIAND
	and a qualified supplier to provide services on an as-and-when-required basis. An
	SOA does not constitute a Contract. Individual service requirements will be initiated
COW	via a Call-up document duly authorized by the DIAND Contracting Authority.
SOW	Statement of Work.
SPI	The Strategic Partnerships Initiative (SPI) is a program that builds partnerships
	among Federal departments, Aboriginal communities, provincial and territorial
	government, and the private sector to help Aboriginal Canadians take advantage of
TDC	complex, market-driven opportunities in natural resource sectors.
TBS	Treasury Board of Canada Secretariat.

STATEMENT OF WORK STANDING OFFER AGREEMENT

SW5. BUSINESS ENVIRONMENT

AANDC is based in Gatineau, Quebec, Canada. The Sector operates within a standard office environment, and maintains regular working hours (Monday to Friday, 08:00 to 17:00 EST, excluding statutory and government holidays).

The Contractor is expected to be capable of providing research, policy, and analysis services within the regular working hours as defined above.

SW6. SCOPE OF WORK

Service is required in the following four Work Streams:

1. Research and Policy Development	Conduct research, analysis, interviews, literature reviews, and
Services—Economic Development	document reviews; prepare policy and recommendation papers; provide
Issues Facing Aboriginal Peoples in	strategic advice; and offer other forms of policy support as needed
Canada	regarding issues related to Aboriginal economic development in
	Canada.
2. Quantitative Analysis—Economic	Develop and collect indicators and conduct quantitative analysis and
Development Issues Facing	data-driven research design services regarding issues related to
Aboriginal Peoples in Canada	Aboriginal economic development in Canada. Products may include
	analytical reports and quantitative and/or economic analytic support as
	needed.
3. Meeting Design, Organization, and	Design, prepare, organize, facilitate and report on meetings and events
Facilitation—Economic	with senior-level federal officials and with stakeholders and
Development Issues Facing	communities regarding issues related to Aboriginal economic
Aboriginal Peoples in Canada	development.
4. Writing and Communication	Provide communications advice to support the promotion of
Services—Economic Development	Framework implementation and progress; develop and implement
Issues Facing Aboriginal Peoples in	communications strategies and plans; determine target audiences for
Canada	increasing the effectiveness of messaging; conduct research, analysis,
	interviews, environmental scans, and other products as needed with the
	specific purpose of creating communications support materials.
	Products may include reports, discussion guides, success stories, web
	content, fact sheets, Power Point presentations, speaking points, social
	media-tailored content, and other forms of written material/products as
	needed. Other services may include developing creative communication
	and information products using a variety of tools, techniques, and
	media, and selecting an appropriate medium to convey information,
	ideas, and results.

The scope of work attached to each Call-up against the Standing Offer will identify the particular factual matters, issues, statistical analyses, relevant documents and materials, and other areas of consideration that shall be researched, verified, documented, and reported upon using qualitative and quantitative methods of analysis for barriers related to economic development including but not limited to: a comprehensive legislative and regulatory environment; legislative solutions to *Indian Act* barriers; the modern treaty environment; First Nations institutional development and mature jurisdictional relationships; opt-in legislative regimes; modern land management; capacity/opportunity readiness; Aboriginal participation in major resource projects; financial participation; access to capital; Aboriginal business development and readiness; skills, training, and education; the fiduciary relationship; the fiscal relationship; and specific lenses, including but not limited to Aboriginal youth; Aboriginal women; First Nations-, Inuit-, and Métis-relevant policies and programs; and the North.

STATEMENT OF WORK STANDING OFFER AGREEMENT

Work Stream 1: Research and Policy Development Services—Economic Development Issues Facing Aboriginal Peoples in Canada

Conduct research, analysis, interviews, literature reviews, and document reviews; prepare policy and recommendation papers; provide strategic advice; and offer other forms of policy support as needed regarding issues related to Aboriginal economic development in Canada.

This work stream will involve the provision of primarily English-language research and policy services. Contractors must be able to provide services in English.

The contractor shall, on an as-and-when-required basis, carry out research, analysis, and policy development services based on the identified needs of the organization and specific to Aboriginal economic development, as described below:

A comprehensive legislative and regulatory environment; legislative solutions to *Indian Act* barriers; the modern treaty environment; First Nations institutional development and mature jurisdictional relationships; opt-in legislative regimes; modern land management; capacity/opportunity readiness; Aboriginal participation in major resource projects; financial participation; access to capital; Aboriginal business development and readiness; skills, training, and education; the fiduciary relationship; the fiscal relationship; and specific lenses, including but not limited to Aboriginal youth; Aboriginal women; First Nations-, Inuit-, and Métis-relevant policies and programs; and the North.

The contractor must be capable of undertaking this work on any scale—from self-contained, short research and policy papers to large-scale consultation leading to strategic policy advice. Work under this stream may involve handling sensitive materials and participating in high-level meetings where protected information may be discussed—therefore Reliability Security Status may be required for certain Call-ups.

This work may involve producing written documents and/or presenting findings and/or recommendations to the Department, communities, and/or the general public in multiple formats. As required, the Contractor could:

- 1. Offer research and analysis related to Aboriginal economic development (primary and secondary sources);
- 2. Review and assess current models/best practices for supporting economic development efforts and provide recommendations on an overall approach;
- Consider potential opportunities for AANDC to lead on initiatives to support Aboriginal economic development both on and off reserve;
- 4. Identify/develop/recommend key policy and program tools for enhancing economic development opportunities on reserve and assess policy and program options;
- 5. Develop draft policy papers and/or strategies for enhancing economic development on reserve lands and provide recommendations;
- 6. Manage relations with stakeholders and communities;
- 7. Attend (and, as required, participate in) colloquia, conferences or symposia; reviewing, analyzing, and reporting on books, reports, or other material;
- 8. Prepare other policy and recommendation papers, strategies, and presentations, as needed, including discussion papers and/or summary reports;
- 9. Conduct research on, and review relevant material relating to, barriers to economic development, including but not limited to existing recommendations from organizations such as the Public Policy Forum and the National Aboriginal Economic Development Board;
- 10. Offer qualitative research design and informed methodology including but not limited to case studies, interviews, and structured interview protocols;
- 11. Offer report-writing and paper-writing services;

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- 12. Offer evaluative or performance assessment research related to program design and implementation;
- 13. Offer evaluative assessment of legislation, including capital market advice related to Aboriginal economic development;
- 14. Offer document review services;
- 15. Offer literature review services: or
- 16. Offer other forms of research support as needed.

6.2 Work Stream 2: Quantitative Analysis—Economic Development Issues Facing Aboriginal Peoples in Canada

Develop and collect indicators and conduct quantitative analysis and data-driven research design services regarding issues related to Aboriginal economic development in Canada. Products may include analytical reports and quantitative and/or economic analytic support as needed.

This work stream will involve the provision of primarily English-language quantitative analysis services. Contractors must be able to provide services in English.

The contractor shall, on an as-and-when-required basis, carry out policy, research, and data analysis activities based on the identified needs of the organization and specific to Aboriginal economic development, as described below:

A comprehensive legislative and regulatory environment; legislative solutions to *Indian Act* barriers; the modern treaty environment; First Nations institutional development and mature jurisdictional relationships; opt-in legislative regimes; modern land management; capacity/opportunity readiness; Aboriginal participation in major resource projects; financial participation; access to capital; Aboriginal business development and readiness; skills, training, and education; the fiduciary relationship; the fiscal relationship; and specific lenses, including but not limited to Aboriginal youth; Aboriginal women; First Nations-, Inuit-, and Métis-relevant policies and programs; and the North.

The contractor must be capable of undertaking this work on any scale—from self-contained, relatively straightforward statistical calculations to sophisticated analytical projects leading to policy recommendations. Work under this stream may involve handling sensitive materials and participating in high-level meetings where protected information may be discussed—therefore Reliability Security Status may be required for certain Call-ups.

As-needed products may take a variety of forms (e.g. paper-based, electronic, face to face, virtual, online, and new media). As required, the Contractor could:

- 1. Assess, interpret, and/or analyze data related to Aboriginal economic development issues (for example, economic data and financial analysis including the comparative value of a dollar on and off reserve; the economic impact of urban additions to reserve on municipalities; and income inequality);
- 2. Formulate recommendations based on research/analysis findings, including but not limited to capital market data;
- 3. Prepare written summary reports and quantitative analysis papers;
- 4. Develop products arising from research/analysis findings, potentially in multiple media and available electronically (including but not limited to graphs, charts, reports, PowerPoint presentations, interactive databases/systems, and maps); or
- 5. Prepare other qualitative and/or quantitative analysis products as needed.

6.3 Work Stream 3: Meeting Design, Organization, and Facilitation—Economic Development Issues Facing Aboriginal Peoples in Canada

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Design, prepare, organize, facilitate and report on meetings and events with senior-level federal officials and with stakeholders and communities regarding issues related to Aboriginal economic development.

This work stream will involve the provision of meeting and event services in both English and French. Contractors must be able to design, prepare, organize, facilitate, and report on meetings in both official languages.

The contractor shall, on an as-and-when-required basis, undertake meeting design, organization, coordination, and facilitation activities based on the identified needs of the organization and specific to Aboriginal economic development, as described below:

A comprehensive legislative and regulatory environment; legislative solutions to *Indian Act* barriers; the modern treaty environment; First Nations institutional development and mature jurisdictional relationships; opt-in legislative regimes; modern land management; capacity/opportunity readiness; Aboriginal participation in major resource projects; financial participation; access to capital; Aboriginal business development and readiness; skills, training, and education; the fiduciary relationship; the fiscal relationship; and specific lenses, including but not limited to Aboriginal youth; Aboriginal women; First Nations-, Inuit-, and Métis-relevant policies and programs; and the North.

The contractor must be capable of undertaking this work on any scale—from small governmental meetings to national meetings that arise from wide consultation. Work under this stream may involve handling sensitive materials and participating in high-level meetings where protected information may be discussed—therefore Reliability Security Status may be required for certain Call-ups.

The needs will vary for government and public meetings. As required, the Contractor could:

- 1. Design, prepare, and organize meetings (including but not limited to round tables, conferences, colloquia, or symposia) and events with senior-level federal officials, or with stakeholders and communities, including sending invitations, organizing RSVPs, and finding and coordinating meeting sites;
- 2. Design, prepare, and organize meetings (including but not limited to round tables, conferences, colloquia, or symposia) and events in a policy context for a public audience, including sending invitations, organizing RSVPs, and finding and coordinating meeting sites;
- 3. Design, prepare, and organize meetings (including but not limited to round tables, conferences, colloquia, or symposia) and events for Aboriginal rights holders, communities, or organizations, including sending invitations, organizing RSVPs, and finding and coordinating meeting sites;
- 4. Facilitating such meetings and events as described above and preparing discussion papers and summary reports;
- 5. Managing relations with stakeholders and communities; or
- 6. Other meeting and organizational-related activities as needed.

6.4 Work Stream 4: Writing and Communication Services—Economic Development Issues Facing Aboriginal Peoples in Canada

Provide communications advice to support the promotion of *Framework* implementation and progress; develop and implement communication strategies and plans; determine target audiences for increasing the effectiveness of messaging; conduct research, analysis, interviews, environmental scans, and other products as needed with the specific purpose of creating communications support materials. Products may include reports, discussion guides, success stories, web content, fact sheets, Power Point presentations, speaking points, social media-tailored content, and other forms of written material as needed. Other services may include developing creative communication and information products using a variety of tools, techniques, and media, and selecting an appropriate medium to convey information, ideas, and results.

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This work stream will involve the provision of writing and communication services in both English and French. Contractors must be able to provide writing and communication services in both official languages.

The contractor shall, on an as-and-when-required basis, provide communications services and support based on the identified needs of the organization and specific to Aboriginal economic development, as described below:

A comprehensive legislative and regulatory environment; legislative solutions to *Indian Act* barriers; the modern treaty environment; First Nations institutional development and mature jurisdictional relationships; opt-in legislative regimes; modern land management; capacity/opportunity readiness; Aboriginal participation in major resource projects; financial participation; access to capital; Aboriginal business development and readiness; skills, training, and education; the fiduciary relationship; the fiscal relationship; and specific lenses, including but not limited to Aboriginal youth; Aboriginal women; First Nations-, Inuit-, and Métis-relevant policies and programs; and the North.

The contractor must be capable of undertaking this work on any scale—from web content to a national communications strategy. Work under this stream may involve handling sensitive materials—therefore Reliability Security Status may be required for certain Call-ups.

As required, the Contractor could:

- 1. Conduct research on specific issues and/or initiatives and identify and interview key people who can contribute to success stories, case studies, and research initiatives for key communications products;
- Offer writing services to support various product development requirements, such as reports, discussion guides, web content, fact sheets, speaking points, Power Point presentations, and other written materials as needed:
- 3. Offer communications advice and services to help the Policy and Coordination Branch communicate how the *Framework* is addressing barriers to Aboriginal economic development with a particular focus on how federal investments and actions are helping Aboriginal peoples participate in the Canadian economy;
- 4. Provide communications advice to support the promotion of *Framework* implementation and progress, including initiatives that are benefiting Aboriginal peoples, businesses, and communities;
- 5. Develop and implement communications strategies and plans;
- 6. Determine target audiences for increasing the effectiveness of messaging;
- 7. Conduct research, analysis, interviews, environmental scans, and other products as needed with the specific purpose of creating communications support materials; or
- 8. Other communications support as needed.

SW7. DELIVERABLES

Deliverables will be as specified in each project/assignment Call-up. These shall include the provision of services as described in the above Scope of Work, as well as written progress/status reports and contract performance reports relating to the delivery of specific services and completing of assigned tasks.

Copies of deliverables will be in the format specified in the call-up document.

All deliverables and working papers will, at minimum, be provided in English. Depending on the nature of the Callup, the Contractor may be required to undertake certain tasks in English, French, or in both languages.

SW8. CONTRACTOR RESPONSIBILITIES

STATEMENT OF WORK STANDING OFFER AGREEMENT

Management by the Contractor of service delivery to AANDC in relation to the Standing Offer Agreement (SOA) shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or federal government regulations, policies, and procedures.

It is the responsibility of the Contractor to ensure its conduct and performance is in accordance with the terms and conditions of the SOA and any resultant Call-up(s), and in accordance with the *Code of Conduct for Procurement* (http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html). It is also the responsibility of the Contractor to ensure the conduct and performance of its deployed resources are in accordance with the same.

The Contractor shall ensure that all of its deployed personnel are properly trained and equipped to fulfil their responsibilities.

The Contractor shall supply all of its own tools, facilities, equipments, and software required for completion of the work, unless otherwise directed by the Departmental Representative.

SW9. CONTRACTOR RESOURCE REQUIREMENTS

Proposed Resources shall have the stated minimum qualifications and required work experience for the Resource Category for which they are proposed (see Selection and Evaluation Criteria).

SW10. REPORTING REQUIREMENTS

The Contractor shall be responsible for facilitating and maintaining communication with the Departmental Representative regarding the progress of work completed under any Call-up(s) under the SOA.

Upon request from the AANDC Departmental Representative, the Contractor shall provide ad hoc written or oral status updates relating to any work in progress under any Call-up.

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

SW11. DEPARTMENTAL SUPPORT

The Policy and Coordination Branch (PCB) of the Lands and Economic Development sector will not provide working space, computers, or other material resources to the contractor. As required for the successful provision of deliverables, PCB will provide the Contractor any available relevant documents, research analysis, data, statistics, and contact information on an as-needed basis. PCB will also provide guidance on project parameters and specific feedback and advice on draft products.

SW12. LOCATION OF WORK AND TRAVEL

Unless otherwise stated, the work will be conducted within the National Capital Region (NCR), but may be undertaken elsewhere in Canada. Contractors are responsible for all costs related to their own personal expenses within the NCR, including the cost of travel between their place of business, Statistics Canada Research Data Centres located in the NCR, and AANDC headquarters.

There may be the occasional requirement for the Contractor to travel to other locations as specified in the Call-up documents. If required, any travel must be authorized in advance by the Departmental Representative and undertaken in accordance with the Treasury Board of Canada Secretariat (TBS) Travel Directive. Contractors will

STATEMENT OF WORK STANDING OFFER AGREEMENT

be reimbursed for previously authorized travel, accommodation, and living expenses associated, in accordance with TBS Directives.

Travel Time: The Contractor will not be reimbursed for travel time.

Except when on-site work at AANDC premises is required, all Contractors shall provide their own premises, equipment, software, and tools necessary for the performance of the tasks outlined in the SOW.

SW13. GREEN PROCUREMENT AND SERVICES

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

SW14. CALL-UP ASSIGNEMENT AND PROCEDURES

14.1 Call-ups against the Standing Offer will be issued on a proportional basis such that the highest-ranked Offeror receives the largest predetermined portion of the work; the second highest-ranked Offeror receives the second largest predetermined portion of the work, etc. as follows:

Highest Ranked Offeror: 50%

Second Highest Ranked Offeror: 30% Third Highest Ranked Offeror: 20%

If the number of compliant bids is less than indicated above, the allocation percentages will be adjusted accordingly. Call-up selection will be determined on a **BEST SUITED** basis.

- 14.2 The Departmental Representative will monitor call-up activities to ensure work is allocated in accordance with the predetermined work distribution.
- **15.3** Offeror's will be contacted directly as described in 15.1 above.
- 14.4 The Departmental Representative will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.
- 14.5 The Offeror will submit a limitation of expenditure, a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details to the Departmental Representative. The proposal must be submitted to the Departmental Representative within three (3) business days of receiving the request.
- 14.6 Failure by the Offeror to submit a proposal in accordance within the time frame specified above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Departmental Representative will send the request to the next best-suited Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.
- 14.7 Upon agreement of the limitation of expenditure for the services, the Offeror will be authorized by the Contracting Authority to proceed with the Work through the issuance of a duly completed and signed Call-up Against a Standing Offer.

STATEMENT OF WORK STANDING OFFER AGREEMENT

14.8 The Offeror shall not commence Work until the Call-up Against a Standing Offer form has been signed by the Contracting Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up against a Standing Offer Agreement signed by the Contracting Authority will be undertaken at the Offeror's own risk, and the Crown shall not be liable for payment therefor.

SW15. CONTRACTOR'S PROPOSAL

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

INTELLECTUAL PROPERTY

Contractor to Own Intellectual Property Rights in Foreground Information

- 01 Interpretation
- 02 Disclosure of Foreground Information
- 03 Contractor to Own Intellectual Property Rights in Foreground Information
- 04 License to Intellectual Property Rights in Foreground Information
- 05 License to Intellectual Property Rights in Background Information
- 06 Right to License
- 07 Transfer of Intellectual Property Rights in Foreground Information
- 08 Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information
- 09 Access to Information; Exception to Contractor Rights
- 10 Waiver of Moral Rights

01 INTERPRETATION

1. In the Contract,

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

"Commercial Exploitation in Competition with the Contractor" does not include exploitation by Canada or by any contractor where the good or service produced through such exploitation is for end use by Canada, nor does it include dissemination or distribution by Canada to persons or to other governments at or below cost of any good or service delivered under the Contract or produced through such exploitation;

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

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

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

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

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

INTELLECTUAL PROPERTY

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

02 DISCLOSURE OF FOREGROUND INFORMATION

- 1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or such earlier time as the Minister or the Contract may require.
- 2. The Contractor shall, in each disclosure under this section, indicate the names of all Subcontractors at any tier, if any, in which Intellectual Property Rights to any Foreground Information have vested or will vest.
- 3. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

03 CONTRACTOR TO OWN INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION

- 1. Subject to subsection 3 and section 07 (Transfer of Intellectual Property Rights in Foreground Information), and without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract or that relate to information or data supplied by Canada for purposes of the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of the Contractor.
- 2. Notwithstanding the Contractor's ownership of the Intellectual Property Rights in Foreground Information that is a prototype, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, Canada shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and, except in the case of Software that is not necessary for the operation of the prototype, model or system or equipment, the right to sell them.

INTELLECTUAL PROPERTY

- 3. Where the Work under the Contract involves the preparation of a database or other compilation (i) using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Intellectual Property Rights that shall vest under subsection 1 shall be restricted to the Intellectual Property Rights in Foreground Information that is capable of being exploited without the use of the information or data supplied by Canada or such personal information. All Intellectual Property Rights in any database or other compilation, the Foreground Information in which cannot be exploited without the use of such information, data, or personal information, shall vest in Canada. The Contractor agrees that it shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract, and shall not dispose of it except by returning it to Canada. The Contractor shall comply with the General Conditions/Supplementary Conditions of the Contract in regard to maintaining the confidentiality of such information, data or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the Contract or at such earlier time as the Minister may require.
 - (ii) Notwithstanding subsection 1, if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

04 LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION

- In consideration of Canada's contribution to the cost of development of the Foreground Information, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully paid and royalty-free license to exercise all Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section 03, for any public purpose except Commercial Exploitation in Competition with the Contractor. Canada's license to the Intellectual Property Rights in the Foreground Information also includes the right to disclose the Foreground Information to other governments for information purposes only. The Intellectual Property Rights arising from any modification, improvement, development or translation of the Foreground Information that is effected by or for Canada in the exercise of this license shall vest in Canada, or in such person as Canada shall decide.
- 2. The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section 03, includes the right to disclose the Foreground Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require the bidder or the contractor not to use or disclose any Foreground Information except as may be necessary to bid for or to carry out that contract.
- 3. For greater certainty and without limiting the generality of subsections 1 and 2, Canada's right to modify, improve, translate, reproduce or further develop any Foreground Information pursuant to subsections 1 and 2:
 - (a) applies to Foreground Information that is Software, notwithstanding any terms to the contrary delivered by the Contractor with any deliverable, including the wording on any shrink-wrapped license attached to any deliverable; and

INTELLECTUAL PROPERTY

- (b) includes the right to reproduce and use Foreground Information that is Software, or any modified or improved or translated or further developed form of it, on any and all computer systems owned, leased or operated by Canada anywhere in the world.
- 4. Notwithstanding subsections 1, 2, and 3, if any Foreground Information arises solely from correction by the Contractor of errors in Background Information that is Software, or from minor modifications made by the Contractor to such Software, then the license set out in subsections 1, 2, and 3 shall not apply to that Foreground Information and, unless otherwise agreed, the license that applies to such Background Information shall apply to that Foreground Information.
- 5. Where the Intellectual Property Rights in any Foreground Information are or will be owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1, 2, and 3 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Foreground Information.
- 6. If the Contractor wishes to make use of any Canada-owned information that was supplied for purposes of the Contract, for the commercial exploitation or further development of any of the Foreground Information, then the Contractor may make a written request for a license to exercise the required Intellectual Property Rights in that Canada-owned information, to the Minister. The Contractor shall give the Minister an explanation as to why such a license is required. The Minister shall respond in writing to the request within a reasonable period of time. If the request is refused, the response shall provide an explanation for the refusal. Should the Minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and the Minister. It is understood that those terms may include payment of compensation to Canada.
- 7. The Contractor may apply to the Minister for a license to commercially exploit a translation of the Foreground Information which is effected by or for Canada, subject to the same restrictions and obligations as apply under the Contract to commercial exploitation of the Foreground Information that was translated. Any such license shall be on terms and conditions to be negotiated between the Contractor and the Minister. It is understood that those terms may include payment of compensation to Canada.

05 LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN BACKGROUND INFORMATION

- 1. The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required in order for Canada to exercise its license in the Intellectual Property Rights in the Foreground Information. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- 2. The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.

INTELLECTUAL PROPERTY

- 3. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.
- 4. Notwithstanding subsection 1, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

06 RIGHT TO LICENSE

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

07 TRANSFER OF INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION

- 1. Until the Contractor completes the Work and discloses all of the Foreground Information in accordance with section 02 (Disclosure of Foreground Information), the Contractor shall not, without the prior written permission of the Minister, sell, assign or otherwise transfer title to the Intellectual Property Rights in any Foreground Information, or license or otherwise authorize the use of the Intellectual Property Rights in any of the Foreground Information by any person.
- 2. If Canada terminates the Contract in whole or in part for default, or if the Contractor fails to disclose any Foreground Information in accordance with section 02, the Minister may, by notice given not later than 90 days from the date of termination or from the date Canada learns of the failure to disclose, as the case may be, require the Contractor to convey to Canada all of the Intellectual Property Rights in the Foreground Information or, in the case of a notice based on failure to disclose, all of the Intellectual Property Rights in the Foreground Information not disclosed. In the case of either notice, the rights to be conveyed shall include the Intellectual Property Rights in any Foreground Information that have vested or are to vest in a Subcontractor at any tier. In the case of Intellectual Property Rights in Foreground Information which have been sold or assigned to a party other than a Subcontractor at any tier, the Contractor shall not be obligated to convey rights to Canada in accordance with this subsection, but shall pay to Canada on demand an amount equal to the consideration which the Contractor received from the sale or assignment of the Intellectual Property Rights in that Foreground Information or, in the case of a sale or assignment that was not at arm's length, the fair market value of the Intellectual Property Rights in that Foreground Information, in each case including the value of future royalties or license fees.
- 3. In the event of the issuance by the Minister of a notice under subsection 2, the Contractor shall, at its own expense and without delay, execute such conveyances or other documents relating to title to the Intellectual Property Rights as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

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08 SALE, ASSIGNMENT, TRANSFER OR LICENSING OF INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION

- In any sale, assignment, transfer or license of Intellectual Property Rights in Foreground Information by the Contractor except a sale or license for end use of a product based on Foreground Information, the Contractor shall impose on the other party all of its obligations to Canada in relation to the Intellectual Property Rights in the Foreground Information and any restrictions set out in the Contract on the use or disposition of the Intellectual Property Rights in the Foreground Information (and, if applicable, the Foreground Information), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee.
- 2. The Contractor shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee, assignee or licensee referred to in subsection 1, and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.
- 3. The Contractor shall not charge or permit any person to charge a royalty or other fee to Canada in respect of the Intellectual Property Rights in any Foreground Information for purposes of a contract or other arrangement with Canada. Where the contract or other arrangement is for a product based on Foreground Information or on any modification or improvement thereof, the Contractor shall grant to Canada a reasonable credit against its commercial price for that product to take into account Canada's financial contribution toward the development of the product, and in the case of a product owned by a transferee, assignee or licensee of the Intellectual Property Rights in any Foreground Information, the Contractor shall ensure that such party is required to do the same.

09 ACCESS TO INFORMATION; EXCEPTION TO CONTRACTOR RIGHTS

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

INTELLECTUAL PROPERTY

10 WAIVER OF MORAL RIGHTS

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

TRAVEL 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.

<u>Taxis</u> 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.

TRAVEL INFORMATION

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

Cents/km (Taxes Included)

British Columbia	49.5	New Brunswick	51.0
Alberta	45.5	Prince Edward Island	51.0
Saskatchewan	47.5	Newfoundland	53.5
Manitoba	48.5	Yukon	63.0
Ontario	57.5	Northwest Territories	63.0
Quebec	52.0	Nunavut	61.0
Nova Scotia	51.5		

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

<u>Accommodations</u> 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:

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

SECURITY REQUIREMENT CHECKLIST

Affilires autochtones et Développement du Mord Canada Northern Development Canada Northern Development Canada

Contract Number / Numéro du contrat
COLETECT HUMBER
Security Classification / Classification de sécurité

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

pan.	A CONTACTOR AT LA	era is est in standard		<u> </u>	111.						
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région LED/PCB/PDD/NCR 2. Contract type / Type de contrat Non-Competitive / non-compétitir Type : Competitive / compétité Type :											
Brief Description of Work / Brève description du travail Policy research and strategic advice to inform the development of policy tools for addressing barriers to Aboriginal economic development.											
4. Co	4. Contract amount / Montant du contrat 2,000,000 \$ 6. Company name and address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitis seulement):										
5. Co	5. Contract Start and End date / Date de début et de fin du contrat April 1/2014 to / au March 31/2017										
7. Wil	the supplier require / Le fournisse	ur aura-t-il :									
1	7.1 access to PROTECTED and/or acces à des renseignements or				CLASSIF	FIÉS?			No Non	Ø	Yes Qui
,	7.2 an access card to AANDC pren besoin d'une carte d'accès aux							\boxtimes	No Non		Yes Oui
1	7.3 access to the departmental con acces au réseau informatique of							\boxtimes	No Non		Yes Oui
	If the answer is No to all three qu	estions, go to Part D	/ SI la r	éponse es	t Non aux	trois questions.	, allez à la Partie	D)			
PART	SHILL AREQUAREST, OFF THE CO	$\mathcal{E}_{i}(\mathbf{B}_{i}(\mathbf{A}_{i}), \dots, \mathbf{B}_{i}) = \mathcal{E}_{i}(\mathbf{B}_{i}, \mathbf{A}_{i})$	·	5,500, garage	90 ti	3 - 9 A 3 B * 15 - 15	, to a great day	_			
PHYS	SICAL INFORMATION / ASSETS	/ RENSEIGNEMEN	TS MAI	TÉRIELS /	BIENS						
8. Wii Le	I the supplier be required to receive fournisseur sera-t-il tenu de recevoi	/store PROTECTED ar r /entreposer sur place	nd/or CL des rer	ASSIFIED	Informationts/biens F	on/assets on its si PROTÉGÉS et/ou	te or premises? CLASSIFIÉS?	Ø	No Non		Yes Oui
INFO	RMATION TECHNOLOGY (IT) ME	DIA / SUPPORT F	RELATI	FÀLATEC	CHNOLOG	SIE DE L'INFORM	ATION (TI)				
9.1 Will the supplier be required to use its computers, portable media, or (T systems to electronically process/store sensitive No No Oui Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portaits ou systèmes TI pour traiter/stocker											
	ectroniquement des renseignement							K-78	Ma		V
L	/iii the supplier be required to electro e fournisseur sera-t-il requis de tran- autres parties?	onically transmit sensiti smettre électroniqueme	ve infor ont de l'	mation to/i Information	rom the Do sensible	epartment or with au/a partir du Min	other parties? Istère ou avec	M	No Non	ш	Yes Oui
	a) Email transmission /	Transmission par cour	rier élec	ctronique :				\boxtimes	No Non		Yes Oui
	b) Other transmission (etc):	Secure FTP, Collabora	tion, et	c) / Autre tr	ansmissio	n (FTP sécurisé, o	collaboration,	×	No Non		Yes Oui
	/ill the supplier be required to safeg e fournisseur sera-t-il tenu de protég				MSEC* ?			Ø	No Non		Yes Qui
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone)/ Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, léléphone/télécopieur sécure)											
10. SUMMARY CHART / TABLEAU RÉCAPITULATIF											
Category Press refer to question : PROTECTED / PROTEGÉ CLASSIFIÉ TOP SECRET					7						
	Catégoris	Voullez vous référer à la question :	A	6	С	CONFIDENTIAL	SECRET		RES SEC		-
	Information /Assets (on site) Renseignements/Biens (sur place) Information /Assets (off site)	7.1		Ø				-	屵		\dashv
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	Transmission 71 - autre COMSEC	9.3	H	tö							

SECURITY REQUIREMENT CHECKLIST

11.1 Personnel Security Screening Lew Niveau d'enquête de la sécurité du	el Required: N/A personnel requis : Non req	- Est mondomity	Confidential Confidential	☐ Secret	Top Secret/ Très secret	
11.2 May unscreened personnel be use Du personnel sans autorisation séc	d for portions of work? suffaire peuf-il se voir confier des	parties du travail?	□ No Non	Yes Our	N/A / Non requis	
12. Will the documentation attached to the La documentation associée à la président de Couvernoinent de Canada du Canada	nis SRCL be PROTECTED and/or ente LVERS sera-t-elle PROTÉG	CLASSIFIED? ÉE eVou CLASSIFIÉE?		Yes Oui	néro du contrat	<u></u>
			Security Cla	assification / Class	sification de sécurité	
BART II AND PROPERTY SAFETY	in , To, 4 of A Commission					1
Dennis Price	Director, Policy De Directorate		Signature	nuOh	their of	
819-953-0103 81 Beaulieu, Sylvie	csimile No N° de télécopieur 9-997-7054	E-mail address - A Dennis.Price @ aadnc.gc.ca	aandc-	Date Enbruary 9,	2014 - 5 few.	eay.
14. Organization Securific Luther (Sent) Name (cripto - Note (se) 9555-0903)	Reside de la securité de l'organis Fax: (8 1999 9549-6774	me C	ontracting rity Offices	i Ren	· lu	
Telephone No N° de téléphone Fac 15. Are there additional instructions (e.g. Si	simile No N° de télécopieur	E-mail address - A	dresse courriel	Date / Ma	w/2014	
Des instructions supplémentaires (p. ex 16. Procurement Officer / Agent d'approvisi	. Guide de sécurité, Guide de clas	ion Guide) attached? ssification de la sécurité) sont-elles jointes	, , ,	No Yes Non Oui	
Celine Viner	Sulla VHER 1	Mices	Signaturo	ies:		
Telephone No. – N° de téléphone Fac \$19.9947304 E 17. Contracting Security Autorité / Autorité	simille No. N° de télécopleur 19953 7830	É-mail address – couglel ologo, U		Date Fr	1020/201 -00000	بر پر غریم
Name (print) - Nom (en lettres moulées) Guilbault, Josée josée quilbault@ainc.inac.gc.ca	Title - Titre	Head Personal Contractor and	Seperitheture _		1	
Telephone Not 19N-96 telephone ext. (\$18	Affile No N° de télécopleur	E-mail address courriel		Date 2014-0	3-12	

ANNEX "A" CERTIFICATE OF INDEPENDENT BID DETERMINATION

i, the undersigned, in submitting the accompanying old of tender (heremarter old) 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")

I the undersigned in submitting the accommon ving hid on tender (hominefter "hid") to

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;
 - the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

ANNEX "A" CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

Printed Name and Signature of Aut	thorized Agent of Bidder	
Position Title	 Date	

GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT THROUGH FEDERAL PROCUREMENT

REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

Who is eligible?

An Aboriginal business, which can be:

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

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

OR

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

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

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

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

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

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- 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.

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, Appendix "A" for a list of the factors which may be considered by Canada.)

Employment and employees

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

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

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

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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.

<u>DEFINITION OF AN ABORIGINAL PERSON FOR PURPOSES OF THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS</u>

An Aboriginal person is an Indian, Métis or Inuit person who ordinarily resides in Canada.

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

- Indian registration in Canada;
- membership in an affiliate of the Métis 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.

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CERTIFICATION REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

A bidder who submits, under this program, a bid or proposal in response to a solicitation must complete and submit this certification. Failure to submit this certification will result in the proposal's being found non-compliant. 1. i) (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. The aforementioned business agrees to ensure that any subcontractor it engages with respect to the ii) contract shall, if required, satisfy the requirements set out in 'Requirements for the Set-Aside Program for Aboriginal Business." iii) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program. PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW 2. П 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. The Aboriginal business or businesses have: fewer than six full-time employees OR six or more full-time employees 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.

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

Name of Business

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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

GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT THROUGH FEDERAL PROCUREMENT

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

۱.	I	, am an	
	Name		
	owner and/or full-time employee ofNa	ame of business	
	and an Aboriginal person, as described in the docum Aboriginal Business".	nent "Requirements for the Set-Aside Program for	
2. I certify that the above statement is true and consent to its verification upon the request of Canada.			
	Date	Signature of owner and/or employee	
	Place		

ANNEX "C" LANGUAGE CERTIFICATION

Work Stream 1: Research and Policy Development Services—Economic Development Issues Facing Aboriginal Peoples in Canada

This work stream will involve the provision of primarily English-language research and policy services. Contractors must be able to provide services in English.

	authorized to provide services under any Standing Offer on, it can provide oral and written services in the English	
Signature	Date	
Work Stream 2: Quantitative An in Canada	nalysis—Economic Development Issues Facing A	Aboriginal Peoples
This work stream will involve the proving must be able to provide services in Eng	vision of primarily English-language quantitative analysiglish.	is services. Contractors
	authorized to provide services under any Standing Offer on, it can provide oral and written services in the English	
Signature	Date	
Work Stream 3: Meeting Design, Facing Aboriginal Peoples in Car	, Organization, and Facilitation—Economic Dev nada	velopment Issues
-	vision of meeting and event services in both English and ize, facilitate, and report on meetings in both official lar	
	authorized to provide services under any Standing Offer on, it can provide oral and written services in both official	_
Signature	Date	
Work Stream 4: Writing and Con Aboriginal Peoples in Canada	mmunication Services—Economic Development	t Issues Facing
	vision of writing and communication services in both Enriting and communication services in both official language	_
	authorized to provide services under any Standing Offer on, it can provide oral and written services in both official	
Signature	Date	