



September 4, 2014

1000162022

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:

Canadian Government Diamond Valuator (GDV) Nunavut Territory (NT)

The following Comprehensive Land Claims Agreement Claimant groups have been advised:

Nunavut Land Claims Agreement Nunavik Inuit Land Claims Agreement

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, and the Intellectual Property.

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

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

Bidders should indicate in their proposal the official language(s) in which they can provide the services. The successful Bidder(s) must be able to provide their services in both Official Languages of Canada.

The price(s) quoted in the financial proposal are to be expressed as 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) will be inclusive of all fees (payroll, overhead costs, and profits), travel and miscellaneous costs, if any, 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).

LETTER OF INVITATION

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 15, 2014:**

Mailing Address:

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

Location:

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

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

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

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

No extension to the closing date and time for the receipt of proposals will be given unless the Department is responsible for an omission or an error in the tender documents significant enough in nature to warrant an extension of the bid closing date to allow bidders sufficient time to review their proposals. Bidders are therefore requested to submit, in writing, any technical-type questions concerning this proposal call at least 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 celine.viner@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

Yours sincerely,

Céline Viner
Senior Procurement Officer
10 Wellington Street, Room 1302
Gatineau, QC K1A 0H4

INSTRUCTIONS TO BIDDERS

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

RFP PACKAGE CONTENTS	
COMPONENT	DESCRIPTION
<u>Selection and Evaluation Criteria</u>	Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.
Articles of Agreement Appendix A : General Conditions Appendix B : Supplementary Conditions Appendix C : Terms of Payment Appendix D : Statement of Work Appendix E : Intellectual Property Appendix F: Travel Expense Information Appendix G: Security Requirement Checklist and IT Security Safeguard Requirements	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, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".
Annex B: Conflict of Interest Certification	Bidders must sign and submit, as part of their technical proposal package, the Conflict of Interest Certification attached hereto as Annex "B".

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.

INSTRUCTIONS TO BIDDERS

4. Tender Envelope Submissions

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

Technical Proposal

- RFP Number: 100016022
- Project Name: Canadian Government Diamond Valuator (GDV) Nunavut Territory (NT)
- Closing Date: October 15, 2014
- *“Tender Documents Enclosed”*
- *Bidders Name and Address*

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

Financial Proposal

- RFP Number: 1000162022
- Project Name: Canadian Government Diamond Valuator (GDV) Nunavut Territory (NT)
- Closing Date: October 15, 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. Legal Capacity

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

INSTRUCTIONS TO BIDDERS

9. Debriefing

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

10. Bidders Recourse

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

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

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

11. Bid Validity Period

- 11.1 Bids will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- 11.2 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive Bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- 11.3 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.
- 11.4 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either: (a) continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or (b) cancel the solicitation; or (c) cancel and re-issue the solicitation.

12. Receipt and Custody of Proposals

- 12.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.

INSTRUCTIONS TO BIDDERS

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

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

14. Basis of Fees and Cost Quotation

- 14.1 The price quoted in the financial proposal must be expressed in terms of *fixed per diem rate(s)* based on 7.5 hours a day to perform the Work under the Standing Offer Agreement. The *fixed per diem rate(s)* quoted will be inclusive of all fees (payroll, overhead costs, and profits), travel and miscellaneous costs, if any, required to complete the Work.
- 14.2 Bidders must provide, in their proposals, a breakdown of the *fixed per diem rate(s)* quoted, by indicating the amounts directly associated with fees (i.e. time rates for each member of the project team - if applicable - assigned to perform the Work under the Standing Offer Agreement and the percentage of time each team member will contribute in the performance of the Work under the Standing Offer Agreement) travel and miscellaneous costs.

15. Federal Contractors Program for Employment Equity

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

16. 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 two (2) 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.

INSTRUCTIONS TO BIDDERS

17. Standing Offer Agreement Award

The Department intends to award one (1) Standing Offer Agreement as a result of this proposal call.

18. Bidder Notification

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

19. 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.

20. 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

21. Communications during Request for Proposal Tendering Period

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

22. Security Requirement

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

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

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

3. The Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization's premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.

4. The Contractor must comply with the provisions of the:

INSTRUCTIONS TO BIDDERS

- a) Security Requirements Check List (attached hereto as Appendix G); and
- b) Policy Government Security (Latest Edition)

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

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

SELECTION AND EVALUATION CRITERIA

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 address, on or before the date and time, 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 Proposals (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 shall **not** be considered (for example, should the Bidder wish to provide screen shots of its website, etc. for evaluation, copies or printouts of website material **MUST** be included within the Proposal). URL links to the Contractor's website will **not** be considered by the DIAND Evaluation Committee.
- 1.4 To meet the requirements described herein, the experience of the Bidder **MUST** be work for which the Bidder was under contract to clients exterior to the Bidder's own organization. In the case of Proposals submitted as a joint venture, the combined experience of the Parties forming the joint venture will be considered in the evaluation of the experience of the Bidder.
- 1.5 Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a professional work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.
- 1.6 **Listing experience without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.** Bidders are advised that the month(s) of individual Resource experience listed for a project in which the time frame overlaps that of another referenced project for the same named Resource will only be counted once. For example: Project #1 time frame is July 2007 to December 2007; Project #2 time frame is October 2007 to January 2008; the total months of experience for these two project references is seven (7) months.
- 1.7 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of experience with the Bidder on the part of the DIAND Bid Evaluation Committee will be taken into consideration.
- 1.8 **Each Proposal will be evaluated separately**, against the Mandatory Requirements and Point-Rated Criteria.

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

- Stage 1 -** Bidders will be evaluated on Mandatory Requirements M1-M3.
- Stage 2 -** Bidders meeting ALL of M1-M3 will be evaluated on the basis of Point-Rated Criteria R1-R3.
- Stage 3 -** Bidders meeting the overall minimum required pass mark of 70% on Point-Rated Criteria R1-R3 will be evaluated on the basis of their Financial Proposal.

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

1.9 Definitions

SELECTION AND EVALUATION CRITERIA

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 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”**.

2.0 Mandatory Requirements

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

Bidders **MUST** complete, sign and submit, as part of their technical proposal package, the following:

1. The Certificate of Independent Bid Determination attached hereto as Annex "A";
2. The Conflict of Interest Certification attached hereto as Annex "B".

Mandatory Requirement	Page #	COMPLIANT (YES/NO)
<p>M1 Corporate Profile</p> <p>The Bidder MUST provide a company profile. At a minimum, the Bidder MUST include within the profile:</p> <p>1.1 The full legal name of the firm submitting the Proposal (including, as applicable, all joint venture, partners or subcontractors), primary area(s) of business, key team members, and number of employees;</p>		
<p>M2 The Proposed Team</p> <p>a) The bidder must provide the name, number, qualifications and a detailed CV* for each named resource to be made available or to be assigned to the GDV. Indicate if any of the named resource is not committed for a period of at least three (3) years.</p> <p>b) The bidder must demonstrate that he/she has a minimum of ten (10) years rough diamond valuation experience (this may include, but not limited to, buying or selling diamonds and work as a GDV) in the last fifteen (15) years.</p>		
<p>*CVs MUST include:</p> <ul style="list-style-type: none"> • A list of affiliations and commercial interests • Current work involvement 		

SELECTION AND EVALUATION CRITERIA

- Specific experience with government diamond valuation services
- Chronological work experience (indicated in years/months);
- Language capabilities and degree of fluency (written, oral, and reading comprehension);
- Level of Canadian Federal Government Security Clearance at the time of Proposal submission, if currently held; and
- A detailed listing of relevant academic and professional attainments of the proposed resource in relation to DIAND’s requirements as defined within the RFP. All formal training should be listed by the title and duration (indicated in days/months) of the course. (Please note that proof of education may be requested from the successful bidder.)

Mandatory Requirement	Page #	COMPLIANT (YES/NO)
<p>M3 Conflict of Interest Provisions – Annex “B”</p> <p>Bidder must certify that they have read and will at all time during the lifetime of the Standing Offer Agreement, comply with the GC-9 – Conflict of Interest, Appendix A – General Condition. The Conflict of Interest Provision attached as Annex “B” must be signed and return with the technical proposal.</p>		

SELECTION AND EVALUATION CRITERIA

3.0 Rated Requirements

Only those Proposals meeting ALL of the above Mandatory Requirements (**M1-M3**) will be deemed compliant and will be evaluated by the DIAND Evaluation Committee on the basis of the Point-Rated Criteria.

Bidders **MUST** achieve a minimum percentage score of 70% overall on Point-Rated Criteria **R1-R3** in order to be evaluated on the basis of their Financial Proposal.

Bidders failing to meet the minimum required score on the Point-Rated Criteria will be deemed non-compliant and given no further consideration.

Bidders are required to address the following Point-Rated Criteria.

Point-Rated Criterion	Weight	Evaluation Factors
<p>R1 Approach and Methodology</p> <p>Bidders will be evaluated based on the Bidder’s description of its proposed work approach and methodologies with respect to the delivery of Government Diamond Valuator services, submitted as described in SW3 (Statement of Work)</p>	<p>/50</p>	<p>Up to a maximum of fifty (50) points will be awarded based on the Bidder’s proposed approach and methodology in response to DIAND’s requirement with respect to the following areas:</p> <ul style="list-style-type: none"> a) The description of the bidder’s valuation method for run-of-mine shipments including details such as size cut-offs for each size fraction, number of price points/categories used to value each size fraction and a description of these price points. (10 pts) b) The description of the bidder’s valuation method for individual parcels, sorted for sale. (10 pts) c) A description of the statistical analysis that the bidder would use as required under section 3.3 of the statement of work. (10 pts) d) An example of a typical valuation report as per section 4.1 of the statement of work. (10 pts) e) A description of the contractor’s price book. How often it is updated, how it was created and what sources of information is used to update it. (5 pts) f) The description of how the bidder would advise DIAND with respect to resolving valuation related disputes between the producer and the department and the contractor’s ability to substantiate its valuations in court as part of legal proceedings between the Crown and the producer. (5 pts) <p><i>The following rating scale will be used to evaluate areas ‘a’ to ‘f’ above</i></p> <ul style="list-style-type: none"> ● Excellent = 5/5 or 10/10 points/factor ● Good = 4/5 or 8/10 points/factor ● Satisfactory = 3/5 or 6/10 points/factor ● Minimal = 2/5 or 4/10 points/factor

SELECTION AND EVALUATION CRITERIA

		<ul style="list-style-type: none"> • Poor = 1/5 or 2/10 points/factor • Not indicated/Unsatisfactory = 0/5 points/factor
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Point-Rated Criterion	Weight	Evaluation Factors
<p>R2 Proposed Personnel</p> <p>The evidence within the CVs for the Bidder’s named resources submitted in response to Mandatory Requirement M2 (a) will be evaluated to determine the breadth and depth of the team’s experience, knowledge and understanding regarding the provision of Canadian Government Diamond Valuator (GDV) Services. Points will also be given to bidder’s for Inuit, Aboriginal and Canadian participation in the contract work.</p> <p>In considering proposals, DIAND will consider evidence of any or all of the following experience:</p> <ul style="list-style-type: none"> - Buying or selling rough diamonds - Valuation of rough diamonds - Sorting of rough diamonds - Cutting or polishing rough diamonds - Statistical analysis and modeling particularly in respect to diamond values - Management of diamond operations, including buying, selling, security, sorting, inventory control and or valuations - Work as a Government Diamond Valuator 	<p>/45</p>	<p>Up to forty five (45) points for demonstrating, through the submission of the proposed resources’ CVs and the bidder’s relevant experience, evidence of the experience, knowledge and understanding in direct relation to DIAND’s requirements, as defined within the RFP. Points will be awarded according to the following factors:</p> <ul style="list-style-type: none"> a) The depth and breadth of the team’s experience with diamond valuation as per the CV’s provided in M2 (a); (25 pts) b) Relevant work as a Government Diamond Valuator in any country/jurisdiction (10 pts) c) The extent to which the team includes Canadians, Canadian Aboriginals, Inuit and residents of Nunavut in the contract work, including any proposed job training and skills development. (10 pts) <p><i>The following rating scale will be used to evaluate factors ‘a’ to ‘c’ above:</i></p> <ul style="list-style-type: none"> • 10/10 or 25/25 points/factor = The Bidder’s team demonstrates extensive and relevant experience, understanding and knowledge in this area; • 8/10 or 20/25 points/factor = The Bidder’s team demonstrates a moderate amount of relevant experience, understanding and knowledge in this area; • 6/10 or 15/25 points/factor = The Bidder’s team demonstrates some relevant experience, understanding and knowledge in this area; • 4/10 or 10/25 points/factor = The Bidder’s team demonstrates minimal relevant experience, understanding and knowledge in this area; • 2/10 or 5/25 points/factor = The Bidder’s team demonstrates poor experience, understanding and knowledge in this area; or • 0 points/factor = The Bidder’s team does not demonstrate any experience, understanding or knowledge in this area or the factor was not addressed.

SELECTION AND EVALUATION CRITERIA

Point-Rated Criterion	Weight	Evaluation Factors
R3 Proposal Quality	5	Up to a maximum of five (5) points will be awarded for presenting proposals in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by the following factors: <ul style="list-style-type: none"> a) Ordering/structuring the proposal to match the order and sequence of the Mandatory and Point-Rated Criteria in the RFP (up to 2 points); b) Including tabs between the sections of the Proposal (1 point); and c) Overall quality of the proposal as it relates to presentation of information and ease-of-use (up to 2 points).
Overall Technical Score (R1-R3)	/100	<i>ONLY THOSE PROPOSALS ACHIEVING A MINIMUM SCORE OF 70/100 (70%) ON POINT RATED CRITERIA R1-R3 (inclusive) WILL BE EVALUATED ON THE BASIS OF THE BIDDER'S FINANCIAL PROPOSAL.</i>

4.0 FINANCIAL EVALUATION & PROPOSAL

- 4.1 Bidders meeting ALL Mandatory Requirements and achieving at least the required minimum percentage of 70% on the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal.
- 4.2 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.
- 4.3 All of the information required in this section MUST appear in the Bidder's Financial Proposal ONLY. The Bidder's Financial Proposal MUST be submitted in a separate, sealed envelope 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.
- 4.4 Failure on the part of the Bidder to provide the information required within the Financial Proposal Table below will result in DIAND deeming the Bidder's Proposal to be non-compliant, with the Proposal being given no further consideration by DIAND.
- 4.5 For each year of the SOA (including the option years), Bidders MUST provide a fixed all-inclusive per diem rate (\$CAD), based on a 7.5 hour day.

SELECTION AND EVALUATION CRITERIA

- 4.6 The fixed 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).
- 4.7 The Bidder’s fixed all-inclusive per diem rates shall be exclusive of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) and expenses. Any amounts for taxes will be added at time of Call-up. Any additional travel, living administrative or other expenses, will be added by DIAND at time of Call-up.

The Bidder must complete the following financial Table and include it in its financial bid.

The Bidder must indicate its quoted firm all inclusive per diem rate by responding to all of the SOA initial and option periods within the Financial Table.

	YEAR 1 PER DIEM RATES (CAD\$) Upon SOA award for one year	YEAR 2 PER DIEM RATES (CAD\$) 2nd initial SOA one year period	YEAR 3 PER DIEM RATES (CAD\$) 3rd initial SOA one year period	OPTION YEAR 1 PER DIEM RATES (CAD\$)	OPTION YEAR 2 PER DIEM RATES (CAD\$)	AVERAGE PER DIEM RATES F = [(A+B+C+D+E)/5]= F
	A	B	C	D	E	
Valuator	\$	\$	\$	\$		\$
SUM AVERAGE PER DIEM RATE* (F)						\$ _____

Full points (25/25) will be awarded to the Bidder with the lowest **total fee**. Fewer points will be awarded to all other Bidders based on the percentage differential of their **total fee** from that of the Bidder with the lowest **total fee**.

Financial Score =
$$\frac{\text{Lowest SUM AVERAGE PER DIEM RATE (\$)}}{\text{Bidder's SUM AVERAGE PER DIEM RATE}} \times 25 \text{ points}$$

5.0 BASIS OF SELECTION

- 5.1 Only compliant Proposals will be considered.
- 5.2 Only Proposals that have met all Mandatory Requirements, and have met the required pass mark for the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal. All Proposals will be rated on technical acceptability before the price is considered.
- 5.3 Standing Offer Agreements (SOAs) will be awarded on a determination of Best Value taking into account both the technical merit of the Proposals and the Financial Evaluation. To arrive at an overall score achieved by a Bidder, a weighting has been established whereby technical merit will be valued at 70% of the Proposal and price will be valued at 30% of the Proposal. The Bidder(s) will be selected on the basis of the highest responsive combined rating of technical merit and price.



EXAMPLE FOR ILLUSTRATIVE PURPOSES ONLY:

Example of Best Value Determination			
	Bidder 1	Bidder 2	Bidder 3
Technical Points	88	82	76
Price Quoted	\$50.00	\$48.00	\$46.00
CALCULATION			
	Technical Points	Rated Price Points	Total Points
Bidder 1	$\frac{88 \times 70}{*88} = 70.00$	$\frac{**46.00 \times 30}{50.00} = 27.6$	97.6
Bidder 2	$\frac{82 \times 70}{*88} = 65.23$	$\frac{**46.00 \times 30}{48.00} = 28.75$	93.98
Bidder 3	$\frac{76 \times 70}{*88} = 60.45$	$\frac{**46.00 \times 30}{46.00} = 30$	90.45
<p>* Represents the highest technical score ** Represents the lowest priced proposal</p>			

- 5.4 DIAND intends to award up to one (1) SOA as a result of this solicitation to the Bidder representing Best Value, as determined in accordance with the Selection and Evaluation Criteria of this RFP. **Best Value will be defined as the highest Total Score.**
- 5.5 In the event that more than one (1) Proposal receives the same Total Score, of those Proposals, the Proposal with the lower price will be considered to represent Best Value.
- 5.6 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 the SOA(s) to the compliant Bidder(s) that best meet DIAND’s 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 1000162022

File Number 1632-11/1000162022

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 title "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.

A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

2.1 The Contractor shall, between the date of these Articles of Agreement and **(to be identified at SOA award)**, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

A3 STANDING OFFER AGREEMENT AMOUNT

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

3.1.1 the sum of **N/A**.

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

A4 APPROPRIATE LAW

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

A5 DEPARTMENTAL REPRESENTATIVE

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

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

SIGNED, SEALED AND DELIVERED

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

in the presence of _____

Date _____

SIGNED, SEALED AND DELIVERED

by _____ the Contractor

in the presence of _____

Date _____

APPENDIX "A"
GENERAL CONDITIONS

GC1 INTERPRETATION

1.1 In the Contract,

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

GC2 SUCCESSORS

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

GC3 TIME OF THE ESSENCE

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

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

APPENDIX "A"**GENERAL CONDITIONS**

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

GC7 TERMINATION DUE TO DEFAULT OF CONTRACTOR

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

APPENDIX "A"
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 therefrom.
- 8.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.
- 8.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

GC9 CONFLICT OF INTEREST

- 9.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to the Departmental Representative.
- 9.2 The Contractor, employees of the contractor and/or any subcontractors, shall not:
- a) buy or sell diamonds from any mine for which they are performing valuations;
 - b) own shares of the companies owning the mines for which they are performing valuations;
 - c) be officers or directors of the companies owning the mines for which they are performing valuations or the companies purchasing diamonds from the mines for which they conduct valuations;
 - d) contract with or consult for any producer whose goods they value for royalty purposes under its contract with DIAND;
 - e) act as a broker/agent for any producer where negotiating or determining prices is involved; and
 - f) use information acquired through the role of GDV for any commercial publication, nor disclose this information to any other party.

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.

APPENDIX "A"
GENERAL CONDITIONS

GC11 WARRANTY BY CONTRACTOR

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

GC12 AMENDMENTS

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

GC13 ENTIRE AGREEMENT

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

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

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

SC2 SALES TAX

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

SC3 IDENTIFICATION/ACCESS CARD

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

SC4 OFFICIAL LANGUAGES

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

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

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

SC6 CRIMINAL CODE OF CANADA

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

SC7 GENDER-BASED ANALYSIS

- 7.1 The Contractor shall 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 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.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

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

SC9 FORMER PUBLIC SERVANTS

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

SC10 STANDING OFFER

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

SC11 INTELLECTUAL PROPERTY

- 11.1 The Department of Indian Affairs and Northern Development has determined that 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 [GST/HST Number] 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.

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

SC15 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

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

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

APPENDIX "B"**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 SURVIVAL

16.1 All the parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

SC17 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 two (2) 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.

SC18**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:****PWGSC FILE N° A7136-13-0006A**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding Capability (DSC) at the level of **PROTECTED B** issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
4. Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a) *Security Requirements Check List* and *Security Guide* (if applicable), attached at Annex ___;
 - b) *Industrial Security Manual* (Latest Edition)

APPENDIX "C"
TERMS OF PAYMENT

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

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

Maximum Authorized Fees:

	YEAR 1 PER DIEM RATES (CAD\$) Upon SOA award for one year	YEAR 2 PER DIEM RATES (CAD\$) 2nd initial SOA one year period	YEAR 3 PER DIEM RATES (CAD\$) 3rd initial SOA one year period	OPTION YEAR 1 PER DIEM RATES (CAD\$)	OPTION YEAR 2 PER DIEM RATES (CAD\$)
Valuator	\$	\$	\$	\$	\$

\$0.00/day to a maximum of 0 days.....	\$0.00
Miscellaneous expenses directly related to the work under this agreement as may be authorized by the Departmental Representative, reimbursed at cost, without mark-up, upon submission and acceptance of invoices and/or a Statement of Expenses, to a maximum amount of.....	\$0.00
Actual and reasonable travel expenses for transportation, accommodation, meals and incidentals incurred by the Contractor as may be authorized by the Departmental Representative to a maximum amount of	\$0.00
Maximum Authorized Amount for Fees and Expenses	\$0.00
Maximum GST/HST Payable.....	\$0.00
Total Maximum Authorized Standing Offer Agreement Value	\$0.00

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

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

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

APPENDIX "C"**TERMS OF PAYMENT**

- TP5 For Standing Offer Agreements with travel expense provisions in TP1 of the Terms of Payment:** The travel and accommodation expenses shall not exceed the charges allowed in the current issue of the Treasury Board Travel Directive as set out in the attached "Travel Expenses Information". These expenses shall be substantiated to the satisfaction of the Departmental Representative with the supporting documents required by the said Directive.
- TP6 For Standing Offer Agreements with miscellaneous and travel expense provisions in TP1 of the Terms of Payment:** The respective allowances for miscellaneous expenses and for travel expenses are estimates only, and where the cumulative expenses incurred under one of these two allowances exhaust and thereafter exceed the stated maximum, the overage may be paid out of the balance of funds remaining in the other allowance.
- Notwithstanding the foregoing, the Contractor must, in advance of the required draw against the other allowance, advise the Departmental Representative and obtain his/her concurrence that the expenses requiring this action are necessary to the conduct of the work. All such expenses must be substantiated by receipts or statement of expenses in accordance with the instructions set out herein.
- TP7** Payments in accordance with the Terms of Payment herein will be made to the Contractor upon receipt of invoices therefor approved by the Departmental Representative for satisfactory performance of this agreement. It is understood and agreed that the Departmental Representative shall be the final judge concerning the quality and acceptability of the work.
- TP8** Payment will be issued to the Contractor 30 days after the work (or part thereof, where provided for under TP1) is satisfactorily completed and an invoice received therefor. Where payment is not made within the 30 day payment period, and where the government is responsible for the delay, interest will be paid on the invoice amount at the Bank of Canada rate in effect on the date on which the amount is paid, plus 3%.
- TP9** Interest is payable on acceptable invoices that are not paid within the 30 day payment period. Interest will not be paid on invoices paid within the 30 day payment period. Interest will not be paid on an interim basis; nor will interest be paid on interest charges.
- TP10** The period for which interest will be paid will be from the day after the end of the 30 day payment period to the date that payment is issued. In respect of interest amounts which are less than ten dollars (\$10.00) in value, said interest shall not be paid unless the Contractor so demands by means of written communication to the Departmental Representative. Interest payments in excess of ten dollars (\$10.00) will be paid automatically.
- TP11 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) REGISTRANTS AND NON-REGISTRANTS**
- 11.1 **GST or HST Registrants:** Any amount levied against Her Majesty in respect of the federal Goods and Services Tax (GST) or Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy shall be paid from the Government of Canada Refundable Advance Account to the Contractor in addition to the amounts paid from the departmental appropriation for the work done. The Contractor agrees to remit the GST or HST to the Canada Customs and Revenue Agency.

or,

APPENDIX "C"**TERMS OF PAYMENT**

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

TP12 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS**12.1 Progress Payments**

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

12.2 Invoicing Instructions

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

To be identified at SOA award

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

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

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

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

APPENDIX "D"
STATEMENT OF WORK
STANDING OFFER AGREEMENT

SW1 BACKGROUND

In Nunavut (NU), the federal government, through the Department of Indian Affairs and Northern Development (DIAND), has responsibility for the assessment and collection of royalties owed to the Crown from the production of minerals and metals from mining operations on Crown land.

In 2006 Tahera Diamond Corporation opened Nunavut's first diamond mine, the Jericho mine. The mine is located 420 kilometers northeast of Yellowknife, NT. It was mined from August, 2006 to February, 2008, and produced approximately 780,000 [carats](#) of diamonds at an average price of US\$ 91 per carat. The mine was re-opened by Shear Diamonds in July 2010, but has since closed.

Peregrine Diamonds Ltd., a diamond exploration and development company has discovered a new diamond deposit in Nunavut; Chidliak in 2008. The project is located 120 kilometres from Iqaluit, the capital of Nunavut and 67 kimberlites have been discovered to date.

There are currently no operating diamond mines in Nunavut.

SW2 OBJECTIVE

The selected Contractor will act as the Government Diamond Valuator (GDV) in order to ascertain the gross value of diamonds produced in Nunavut if a company extracts or produces diamonds. They would also be called upon to evaluate exploration and bulk samples when needed.

SW3 SCOPE OF WORK

These services will be on an as requested basis in accordance with the Department's needs

3.1 Valuation for the Purpose of Calculating Royalties

a) The Contractor shall advise DIAND as to the market value of the diamonds produced at any new mine/project. Each diamond producer may market its productions according to one of the following marketing scenarios:

- i) 100% of sales by the producer to non-related parties.
- ii) 100% of sales by producer to related parties
- iii) Sales by the producer to both related parties and non-related parties

After each valuation, the valuation of the goods is exchanged with the company. The Contractor's values, by size fraction, are given to the company and the company's values to the contractor.

- b) At the end of the fiscal year of a mine/project, the Contractor will be required to value any inventory held by the mine operators, or their agents.
- c) In addition to the regular valuations in Nunavut, the Contractor shall be required to separately value any production which an operator sells to a related party or which the operator opts to cut and polish itself.

3.2 Advice

APPENDIX "D"
STATEMENT OF WORK
STANDING OFFER AGREEMENT

- a) The Contractor shall, at DIAND's request, advise on the technical aspects of monitoring diamond sales, or possible deferred sales, and for the valuation of end of year inventory in order to prevent the under declaration of values and/or transfer pricing;
- b) The Contractor shall, at DIAND's request, advise on suitable solutions to disputes and disagreements with the producer on issues related to valuation;
- c) The Contractor shall, at DIAND's request, advise as to any requirements, such as facilities and equipment, needed to satisfactorily conduct its rough diamond valuation;
- d) The Contractor shall, at DIAND's request, provide advice in respect of diamond handling issues such as cleaning, sizing, cut-offs, and valuation methods;
- e) The Contractor shall, at DIAND's request, provide general advice on diamonds and the diamond industry

3.3 Statistical Support and Modelling

The Contractor shall provide DIAND with detailed statistical information on each valuation, and statistical analysis of any changes in production, size distribution, prices and quality with respect to previous valuations, as well as identification of any anomalies.

3.4 Expert Testimony

The Contractor shall provide expert testimony with respect to the valuation of diamonds to support DIAND's position in any legal proceedings.

SW4 OUTPUT/DELIVERABLES

The Contractor shall:

- 4.1** submit a report containing detailed statistical information and analysis of each shipment valued within three (3) days following each valuation. All reports shall be provided to the Departmental Representative or alternate, by using Microsoft Office Suite and/or other programs, as defined by the Departmental Representative, electronically and in hard copy form.
- 4.2** provide advice in accordance with Section SW3.2 of this RFP on an as necessary or as requested basis.
- 4.3** provide other reports and analysis in writing, as requested by DIAND.

SW5 ANNUAL REVIEW

DIAND may conduct an annual review of the performance of the Contractor against the terms and conditions of the contract.

SW7 LANGUAGE OF WORK

It is expected that all reports and communications shall be done in English language.

APPENDIX "D"
STATEMENT OF WORK
STANDING OFFER AGREEMENT

SW8 GREEN PROCUREMENT AND SERVICES

The Contractor shall ensure, where possible, that all materials employed and work methods utilized by both the Contractor and his or her deployed personnel shall accommodate DIAND's commitment to DIAND's and the Government of Canada's Green Procurement Strategy.

SW9 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.

SW10 DURATION

The duration of the Standing Offer Agreement is expected to be from SOA award for three (3) years.

APPENDIX "E"

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;

APPENDIX "E"

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 0 (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.

APPENDIX "E"

INTELLECTUAL PROPERTY

3. (i) Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the 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

1. 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 0, 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 0, 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 0 and 0, Canada's right to modify, improve, translate, reproduce or further develop any Foreground Information pursuant to subsections 0 and 0:
 - (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

APPENDIX "E"

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 0, 0, 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 0, 0, 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 0, 0, 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 0 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.

APPENDIX "E"

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 0 and 0 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 0, 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 0 (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 0, 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.

APPENDIX "E"

INTELLECTUAL PROPERTY

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

1. 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.

APPENDIX "E"

INTELLECTUAL PROPERTY

10 WAIVER OF MORAL RIGHTS

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as 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.

APPENDIX "F"

TRAVEL EXPENSE INFORMATION

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

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

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

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

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

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

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

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

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

Private Motor
Vehicles

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

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

APPENDIX "F"
TRAVEL EXPENSE INFORMATION

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

Cents/km (Taxes Included)

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

Hotels

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

Private
Non-Commercial
Accommodations

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

Meals

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

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

Incidental
Expenses

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

2. Receipt Requirements

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

Receipts are required for the following:

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

APPENDIX "G" SECURITY REQUIREMENT CHECKLIST AND IT SECURITY SAFEGUARD REQUIREMENTS

	Government of Canada Gouvernement du Canada	RECEIVED MAY 05 2014	Contract Number / Numéro du contrat A7136-13-0006A
			Security Classification / Classification de sécurité UNCLASSIFIED

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

APPENDIX "G" SECURITY REQUIREMENT CHECKLIST AND IT SECURITY SAFEGUARD REQUIREMENTS



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
A7136-13-0006A
Security Classification / Classification de sécurité UNCLASSIFIED

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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APPENDIX "G" SECURITY REQUIREMENT CHECKLIST AND IT SECURITY SAFEGUARD REQUIREMENTS



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat A7136-13-0008A
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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

APPENDIX "G" SECURITY REQUIREMENT CHECKLIST AND IT SECURITY SAFEGUARD REQUIREMENTS



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat A7136-13-0006A
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

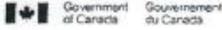
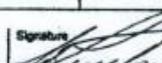
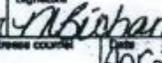
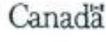
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

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

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

APPENDIX "G" SECURITY REQUIREMENT CHECKLIST AND IT SECURITY SAFEGUARD REQUIREMENTS

		Contract Number / Numéro du contrat A7136-13-0006 A Security Classification / Classification de sécurité UNCLASSIFIED	
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) – Nom (en lettres moullées) Mirabelle Lejole		Title – Titre Chief, Financial Analysis and Reporting Administration	
Telephone No. – N° de téléphone 819 953-3257	Facsimile No. – N° de télécopieur 819 953-9086	E-mail address – Adresse courriel Mirabelle.Lejole@csands.gc.ca	Signature 
Date March 4, 2014			
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) – Nom (en lettres moullées) Julie Inchausti		Title – Titre Head Personal Security Contractor and Awareness	
Telephone No. – N° de téléphone 819 953-3257	Facsimile No. – N° de télécopieur 819 953-9086	E-mail address – Adresse courriel Julie.Inchausti@csands.gc.ca	Signature 
Date 2014-05-05			
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes ? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
16. Procurement Officer / Agent d'approvisionnement			
Name (print) – Nom (en lettres moullées) Melissa Beauchamp		Title – Titre Procurement Officer	
Telephone No. – N° de téléphone 819 953-3257	Facsimile No. – N° de télécopieur 819 953-9086	E-mail address – Adresse courriel Melissa.Beauchamp@csands.gc.ca	Signature 
Date Apr 22, 14			
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) – Nom (en lettres moullées) Paul Lepinski		Title – Titre Contract Security Officer	
		Signature 	
		Date 06-MAI-2014	
Paul Lepinski Agent à la Sécurité des contrats Contract Security Officer Secteur de la Sécurité industrielle Industrial Security Sector Paul.Lepinski@tpsgc-pwgsc.gc.ca Téléphone : 613 957-1294			
TBS/SCT 350-103(200412)		Security Classification / Classification de sécurité UNCLASSIFIED	
		PC. 	

APPENDIX "G"
SECURITY REQUIREMENT CHECKLIST
AND IT SECURITY SAFEGUARD REQUIREMENTS



Aboriginal Affairs and
Northern Development Canada

Affaires autochtones et
Développement du Nord Canada

**Aboriginal Affairs and Northern
Development Canada**

**IT Security Safeguard
Requirements**

Contractor Name	RFP
Contract Number	A7136-13-0006A
Document Number:	6395686
Date:	May 2 nd , 2014
Designation / Classification	Unclassified



APPENDIX "G"
SECURITY REQUIREMENT CHECKLIST
AND IT SECURITY SAFEGUARD REQUIREMENTS

IT Security Requirements

Contract # A7136-13-0006A

Unclassified

Overview

As per the Security Requirement Checklist (SRCL) for contract # A7136-13-0006A, the contractor will access, store and transmit up to **Protected B** data. It is the contractor's responsibility to ensure that this information remains secure at all times by complying with the Treasury Board's Policy on Government Security (PGS), the Treasury Board's Management of Information Technology Security Standard (MITS) and the Aboriginal Affairs and Northern Development Canada's (AANDC) Electronic Storage and Transmission standards listed below.

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

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

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

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

APPENDIX "G"
SECURITY REQUIREMENT CHECKLIST
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APPENDIX "G"
SECURITY REQUIREMENT CHECKLIST
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IT Security Requirements

Contract # A7136-13-0006A

Unclassified

Electronic Storage of Departmental Data

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

If yes at 9.1

Protected "A"

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

Protected "B"

Protected A safeguards listed above plus the following:

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

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IT Security Requirements

Contract # A7136-13-0006A

Unclassified

Electronic Transmission of Departmental Data

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

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

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

APPENDIX "G"
SECURITY REQUIREMENT CHECKLIST
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IT Security Requirements

Contract # A7136-13-0006A

Unclassified

	Fax	Contractor can transmit Protected B Data to AANDC via fax so long as the following requirements are met: <ul style="list-style-type: none">• The sending fax machines is located on the contractor's premises• The sender contacts the recipient to confirm fax number and advises recipient of incoming fax• Recipient is present at the fax machine ready to receive fax• Sender obtains confirmation from sender of receipt
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ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

Corporate Name of Recipient of this Submission

for: _____

Name and Number of Bid and Project

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

Name of Tendering Authority

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

I certify, on behalf of: _____

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

that:

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

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 Authorized Agent of Bidder

Position Title

Date

ANNEX "A"
CONFLICT OF INTEREST PROVISIONS

The Bidder, by signing below, hereby certifies that it has read the GC9, Conflict of Interest – General Conditions, and signifies compliance with the requirement.

Signature

Date