



October 20, 2014

1000164131

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:

Independent Assessment Process (IAP) Stakeholder Engagement Project - Information, Awareness, healing and Reconciliation (Outreach Services) – Request for Standing Offers (RFSO)

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

For the bid to be considered compliant, the bidder must submit at the time of bid closing, the completed and duly signed "Certification Requirements" and "Owner/Employee Certification" forms included herein as part of the tender documents.

The proposal shall be in accordance with the requirements of the attached Instructions to Bidders, Mandatory Technical Requirements, Proposal Evaluation Criteria, Articles of Agreement, General Conditions, Supplementary Conditions, Terms of Payment, Statement of Work, and the Government Support for Aboriginal Economic Development through Federal Procurement.

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

Tous les documents de cet appel d'offres sont aussi disponibles 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.

There is no security requirement under this Request for Standing Offer Agreement.

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

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

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

- a) The proposal shall expressly indicate whether the Contractor is a registrant in the Federal Goods and Services Tax (TPS) Program, the Harmonized Sales Tax (HST) Program and/or the Quebec Sales Tax (QST) Program, and, if so, shall set out the registration number(s).

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- b) If the bidder is so registered, the proposal shall make separate reference to any amounts to be charged on account of the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and/or the Quebec Sales Tax (QST).

Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) shall be delivered to the following address, on or before **15:00 hrs, Eastern Standard Time (EST), December 1, 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 RFSO, from the issue date of the solicitation up to the closing date and time, are to be directed only to Celine 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).

LETTER OF INVITATION

Yours sincerely,

Céline Viner
Senior Procurement Officer
Aboriginal Affairs and Northern Development Canada
10 Wellington Street, 13th Floor
Gatineau, QC K1A 0H4

Attach.

INSTRUCTIONS TO BIDDERS

1. This Request for Standing Offer Agreements (RFSO) package consists of the components described below:

RFSO 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	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.
Appendix A : General Conditions	
Appendix B : Supplementary Conditions	
Appendix C : Terms of Payment	
Appendix D : Statement of Work	
Appendix E: Travel Expenses Information	
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 : Government Support for Aboriginal Economic Development Through Federal Procurement	This requirement is set aside for Aboriginal suppliers in accordance with the government Procurement Strategy for Aboriginal Business. The bidder must certify in its bid that he or she is an Aboriginal business or joint venture as defined within the Procurement Strategy for Aboriginal Business. For the bid to be considered compliant, the Bidder must submit, at the time of bid closing, the completed and duly signed "Certification Requirements" and "Owner/Employee Certification" forms included herein as Annex "B".
Annex C: Financial Proposal	Bidder must complete and submit as part of their Financial Proposal Annex "C" Financial Proposal - Fee Schedule attached hereto.
Annex D: Price Certification	The bidder must sign and submit as part of their Technical Proposal Annex "D" – Price Certification

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 RFSO. It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable DIAND to complete its evaluation.

INSTRUCTIONS TO BIDDERS

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

4. **Tender Envelope Submissions**

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

Technical Proposal

- RFSO Number: 1000164131
- Project Name: Independent Assessment Process (IAP) Stakeholder Engagement Project - Information, Awareness, healing and Reconciliation (Outreach Services)
- Closing Date: December 1, 2014
- “*Tender Documents Enclosed*”
- *Bidders Name and Address*

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

Financial Proposal

- RFSO Number: 1000164131
- Project Name: Independent Assessment Process (IAP) Stakeholder Engagement Project - Information, Awareness, healing and Reconciliation (Outreach Services)
- Closing Date: December 1, 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 Celine 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 Departments 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. **Set-Aside Program for Aboriginal Business**

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

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

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

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

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

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

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

- 16.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by three (3) additional one (1) year periods under the same terms and conditions.
- 16.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Standing Offer Agreement expiry date.

INSTRUCTIONS TO BIDDERS

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.

17. Standing Offer Agreement Award

The Department intends to award multiple Standing Offer Agreements 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 there is no Intellectual Property arising from the performance of the Work under the Standing Offer Agreement.

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. Federal Contractors Program for Employment Equity - Standing Offer Certification

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

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

INSTRUCTIONS TO BIDDERS

22. Communications During Request for Proposal Tendering Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO, from the issue date of the solicitation up to the closing date and time, are to be directed only to Celine 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).

SELECTION AND EVALUATION CRITERIA

1. SELECTION AND EVALUATION METHODOLOGY

- 1.1** Four (4) hard copies of the Bidder's Technical Proposal and one (1) hard copies of the Bidder's Financial Proposal **MUST** be delivered to the specified address on or before the date and time as stipulated in the Letter of Invitation. Electronically transmitted bids will not be accepted.
- 1.2** Bidders **MUST** ensure that their Proposal provides sufficient evidence for DIAND to assess the compliance of the Proposal with the criteria listed in this RFSO. It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable DIAND to complete its evaluation.
- 1.3** Bidders **MUST** include any reference material they wish to be considered for evaluation **within** their Proposal. Any material or documents outside the Proposal **will not** be considered. For example, should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material **MUST** be included within the Proposal. URL links to the Bidder's website **will not** be considered by the DIAND Evaluation Committee.
- 1.4** To meet the requirements described herein, the experience of the Bidder **MUST** be work for which the Bidder provided services to clients exterior to the Bidder's own organization. Internal business development projects will not be accepted. If this experience was obtained as a sub-Contractor or employee while working on behalf of another organization, the relationship between the Resource, the other organization and the end client must be clearly indicated.
- 1.5** **Listing experience without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.** Bidders are advised that the month(s) of individual Resource experience listed for a project in which the time frame overlaps that of another referenced project for the same named Resource will only be counted once. For example: Project #1 time frame is July 2003 to December 2003; Project #2 time frame is October 2003 to January 2004; the total months of experience for these two project references is seven (7) months.
- 1.6** 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 RFSO. No prior knowledge of or experience with the Bidder on the part of the DIAND Bid Evaluation Committee will be taken into consideration.

1.9 DEFINITIONS

The following definitions apply to the Criteria below:

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

1.10 MANDATORY REQUIREMENTS

A Bidder's Proposal **MUST** meet **ALL** Mandatory Requirements in order for the Proposal to be deemed compliant and considered for further evaluation. Failure on the part of the Bidder to meet any one (1) of the Mandatory Requirements will result in its Proposal being deemed non-compliant, with the Proposal being given no further consideration.

SELECTION AND EVALUATION CRITERIA

2.0 MANDATORY REQUIREMENTS

	Evaluation Criteria	Met/Not Met	Cross Reference to proposal
M1	<p>CORPORATE SUMMARY</p> <p>The Bidder MUST include within their Offer a CORPORATE SUMMARY detailing the Bidder’s experience. The format MUST follow the framework identified below by section.</p> <p>The Bidder’s Corporate Summary MUST demonstrate the following:</p> <p>SECTION 1 – ABORIGINAL EXPERIENCE</p> <p>a) An overview of the Bidder’s experience within the last 10 years providing services similar to the current requirement (See Annex “A” – Statement of Work) to meet the various needs of the Aboriginal communities in Canada affected by the legacy of the Indian Residential Schools.</p> <p>b) A description of the Bidder’s ability to manage and coordinate a multitude of Aboriginal stakeholder needs.</p> <p>c) The Bidder’s experience providing Aboriginal awareness and training.</p> <p>SECTION 2 – LANGUAGE CAPABILITIES</p> <p>a) A description of the Bidder’s ability to provide services based in multiple languages. Languages can include, but are not limited to the following: English, French, Inuktitut, Innuinaqtun, Siglit, Oji-Cree, Déné Gwich’in and Dogrib, Ojibway, Innu and Atikamekw.</p> <p>SECTION 3 – CURRENT REQUIREMENT</p> <p>a) An understanding of the impacts of Residential Schools on former students, community members and their families.</p> <p>b) An understanding of the scope and potential challenges of projects described in the current requirement (See Annex “A” – Statement of Work).</p>		

	Evaluation Criteria	Met/Not Met	Cross Reference to proposal
M2	<p>PROJECT SUMMARIES</p> <p>The Bidder MUST include within their Offer three (3) examples of previously completed projects within the last 10</p>		

SELECTION AND EVALUATION CRITERIA

	Evaluation Criteria	Met/Not Met	Cross Reference to proposal
	<p>years providing the following:</p> <ol style="list-style-type: none"> 1. Services to former residential school students, community members and/or their families aligned with the requirements set out in the Statement of Work (SOW). 2. Services and/or activities to diverse and marginalized populations using Traditional Cultural Approaches. <p>Project References MUST include:</p> <ul style="list-style-type: none"> • Name of client organization; • Project name; • Name, current telephone number, e-mail and title of client's project authority or authorized representative who can validate the bidder's claim; • Description of the scope and objective of the project; and • Duration of the work (from-to dates in month/year; bidders are encouraged to calculate the number of months and insert the total number in brackets; example: January 2007 to March 2007 (3 months). 		

3.0 FINANCIAL EVALUATION

- 3.1 For bid evaluation and contractor(s) selection purposes only, the financial pricing of services under any resulting Standing Offer Agreement will be determined in accordance with the Fee Schedule detailed in Annex “C, Financial Proposal”.
- 3.2 All of the information required in Annex “C” , Financial Proposal– Fee Schedule **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.
- 3.3 For each year of the Standing Offer Agreement (including the option years), Bidders **MUST** provide a fixed all-inclusive per diem rate (\$CAD), based on a 7.5 hour day.
- 3.4 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 Standing Offer Agreement (note: the fixed all-inclusive per diem rate is not to be quoted as a range).
- 3.5 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.

4.0 BASIS OF SELECTION

- 4.1 An offer **MUST** comply with the requirements of the Request for Standing Offers to be considered responsive. A responsive offer includes both the technical offer and the financial offer. All responsive offers that meet all the mandatory technical evaluation criteria and have submitted a financial offer will be recommended for issuance of a Standing Offer Agreement.

SELECTION AND EVALUATION CRITERIA

- 4.2 Offerors should note that all Standing Offer Agreements are subject to IRSAS's internal approvals process, which includes a requirement to approve funding in the amount of any proposed Call-up. Despite the fact that the Offeror may have been recommended for the issuance of a Standing Offer Agreement, there is no guarantee of work under any resulting Standing Offer Agreement. A Call-up against the Standing Offer will only be awarded if internal approval is granted according to IRSAS's internal policies. If approval is not granted, no contract will be awarded.

SELECTION AND EVALUATION CRITERIA

ARTICLES OF AGREEMENT

Contract Number 1000164131

File Number 1632-11/1000164131

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 "Travel Expense Information", referred to herein as the Travel Expense Information

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

A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

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

ARTICLES OF AGREEMENT

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**.

(Individual call-ups against a Standing Offer Agreement must not exceed \$25,000.00, travel, miscellaneous expenses and all applicable taxes included).

A4 APPROPRIATE LAW

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

GC10 CONTRACTOR STATUS

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

GC11 WARRANTY BY CONTRACTOR

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

GC12 AMENDMENTS

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

GC13 ENTIRE AGREEMENT

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

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

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

SC2 SALES TAX

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

SC3 IDENTIFICATION/ACCESS CARD

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

SC4 OFFICIAL LANGUAGES

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

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

- 10.1.1 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.
- 10.1.2 Any call for service, as described in the Statement of Work, shall be initiated by means of a call-up document.
- 10.1.3 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.
- 10.1.4 Sub-contracting shall not be allowed under any call-up without the prior written approval of the Departmental Representative.

SC11 INTELLECTUAL PROPERTY

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

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

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

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

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

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

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

SC14 OPTION TO EXTEND CONTRACT

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

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.

Initial Standing Offer Period from Award until March 31, 2018	Option Period 1 April 1, 2018 to March 31, 2019	Option Period 2 April 1, 2019 to March 31, 2020	Option Period 3 April 1, 2020 to March 31, 2021
Per Diem Rates (CAN\$)	Per Diem Rates (CAN\$)	Per Diem Rates (CAN\$)	Per Diem Rates (CAN\$)
\$	\$	\$	\$

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

TP5 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.

APPENDIX "C"**TERMS OF PAYMENT**

- TP6** 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,
- 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.

APPENDIX "C"

TERMS OF PAYMENT

12.2 Invoicing Instructions

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

To be identified at SOA award

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

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

- a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number or Business Number (BN), as well as the address and the postal code;
- b) the status of the Contractor, i.e. individual, unincorporated business, or corporation;
- c) for individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST) Harmonized Sales Tax (HST) number;
- 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****INDEPENDENT ASSESSMENT PROCESS (IAP) STAKEHOLDER ENGAGEMENT PROJECT –
INFORMATION, AWARENESS, HEALING AND RECONCILIATION (OUTREACH SERVICES)****SW1. BACKGROUND**

The mandate of the Indian Residential Schools Adjudication Secretariat (IRSAS) is to implement and administer the Independent Assessment Process (IAP) under the direction of the Chief Adjudicator in an independent, objective and impartial manner. In meeting the enforceable requirements of the Settlement Agreement, the Secretariat is committed to the resolution of all IAP claims in a timely manner that reflects the needs of the claimants. From this mandate, IRSAS ensures it operates its business utilizing a claimant centred approach. One of the main components of the IRSAS is the Client Services Directorate (CSD). The CSD has created the 2013-2017 National Outreach Strategy to build upon new and existing networks, partnerships and protocols established with internal and external stakeholders. The CSD is seeking to contract with stakeholders who have experience in delivering activities needed by IRSAS.

The IRSAS has recently created a number of Independent Assessment Process (IAP) information documents including an educational video intended to explain what may be expected of the Hearing Process. IRSAS is now in need of a National-scope multi-year Standing Offer Agreement(s) with stakeholder organizations to provide rights based IAP information sessions to distribute IAP information to claimants, their families and communities. The IAP information documents will address the need of IAP claimants to prepare for the IAP Hearings through to post-hearing activities. The development of the National-scope multi-year Standing Offer Agreement(s) seeks to address expectations of the former students of the Indian Residential School (IRS) system who have been accepted into the IAP and who are waiting for their hearing.

SW2. OBJECTIVE

The objective of this project is to establish a series of Standing Offer Agreement (s) with one or more Aboriginal stakeholder organizations to deliver a National Stakeholder Engagement Strategy, including a number of activities which are based upon a traditional and holistic approach geared towards the healing and reconciliation needs of former students of Indian Residential Schools.

SW3. SCOPE OF WORK

The key components to the work of this project are:

- The recipients of the IAP material are persons who are seeking more information about the IAP and who, upon being accepted into the IAP, are now waiting to have their Hearing;
- Participate in the Notice Plan to IAP claimants related to lost contacts (radio spots, and posters);
- Focus on delivery of activities following a holistic approach, these activities would provide engagement sessions to lead activities that promote healing and reconciliation as well as distribute IAP Information to claimants;
- Participate in the claimant engagement component of the IAP Final Report;
- Provide Aboriginal awareness training for IRSAS staff employing innovation and possibly using an interactive digital model options;
- Engage stakeholder organizations to coordinate engagement sessions to distribute info to claimants;
- Focus on delivery of activities to contribute and promote healing and reconciliation.

SW4. OUTPUT/DELIVERABLES

- Produce assessment, data, evidence compilation through facilitated engagement sessions;
- Deliver critical information to IAP claimants in the form of a Notice Plan;

APPENDIX "D"**STATEMENT OF WORK**

- Produce monthly summary reports of all activities engaged during the period as well as those activities planned for the future;
- Develop and deliver activity-based sessions to build awareness of the IAP and promote healing and reconciliation among survivors;
- Develop, deliver and implement training sessions for IRSAS staff and possibly other stakeholder groups or organizations; and
- Upon delivery of any products, such as the training modules, the contractor will provide all rights and releases.

SW5. DEPARTMENTAL SUPPORT

The IRSAS Executive Director's Office, the Coordinated Community Liaison Unit Manager, the Client Services Director and/or other IRSAS staff as delegated by the Executive Director will provide additional IAP information as required.

SW6. SECURITY REQUIREMENTS

There is NO SECURITY requirement under this RFSO.

SW7. LANGUAGE REQUIREMENTS

The language of work and correspondence will be in English.
All needs for translation and associated costs will be covered by the IRSAS.

SW8. REPORTING REQUIREMENTS

The Contractor will provide monthly status reports to the Executive Director, IRSAS or their delegate on ongoing project work. Additional reporting requirements may be requested by the IRSAS and will be determined by the Executive Director, IRSAS or their delegate as required.

The Contractor shall be responsible for facilitating and maintaining communication with the Executive Director, IRSAS or their delegate regarding the progress of work completed under any Call-up(s) under the Standing Offer Agreement.

Upon request from the Executive Director, IRSAS or their delegate, the Contractor shall provide ad hoc written or oral status updates relating to any work in progress under any Call-up under any and all Standing Offer Agreement.

In addition, the Contractor shall immediately notify the Executive Director, IRSAS or their delegate of any issues, problems, or areas of concern that could adversely affect the ability of the Contractor to complete the work specified under any Call-up of any and all Standing Offer Agreement.

SW9. CONTRACTOR RESPONSIBILITIES

The management by the Contractor of services delivered to IRSAS in relation to the Standing Offer Agreement shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, policies and procedures.

It is the responsibility of the Contractor to, at all times, conduct itself and to ensure the performance of its Resources in accordance with the terms and conditions of the Standing Offer Agreement and any resulting Call-up, and in accordance with the Code of Conduct for Procurement

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

APPENDIX "D"

STATEMENT OF WORK

The Contractor shall ensure that all of its deployed personnel are properly trained and equipped to fulfill their responsibilities, including sensitivities to cultural and traditional protocols. It shall be the responsibility of the Contractor to have the necessary knowledge to understand the unique needs of the Aboriginal Peoples of Canada.

The Contractor shall supply all of its own tools, facilities, equipment, and software required for completion of the work, unless otherwise directed by the Standing Offer Authority. The Contractor shall provide for its own means of communication with the Department, as e-mail will not be provided by IRSAS.

SW10. CONTRACTOR RESOURCE REQUIREMENTS

The Contractor shall provide a team of deployed personnel to work on any and all key activities under any Call-up(s) under the Standing Offer Agreement.

SW11. METHOD AND SOURCE OF ACCEPTANCE

All deliverables and services rendered under any resulting Call-up against a Standing Offer Agreement are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require further correction before payment will be authorized.

SW12. ANNUAL REFRESH OPTION AND NOTICES

DIAND may issue an Annual Refresh Option for this Request for Standing Offers at its sole and absolute discretion.

The Refresh Option will solicit new bidders to become Suppliers under the IRSAS Standing Offer Method of Supply.

Existing Standing Offer Agreement holders at the time of the Refresh Option period will not be required to re-qualify for a Standing Offer Agreement.

IRSAS will release a Notice on Buyandsell.gc.ca of the Annual Refresh Option should it exercise the Refresh Option at its sole and absolute discretion.

SW13. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

SW14. TRAVEL

There may be requirement for the Contractor to travel.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the **National Joint Council Travel Directive** and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

National Joint Council Travel Directive:

APPENDIX "D"
STATEMENT OF WORK

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

Please refer to Appendix "E" attached hereto.

SW14. IDENTIFIED USERS

The Identified User authorized to make call-ups against the Standing Offer is: Indian Residential Schools Adjudication Secretariat (IRSAS).

SW15. CALL-UP PROCEDURES

15.1 Call-up Issuance

The Standing Offer Authority intends to issue multiple Standing Offer Agreements under this solicitation. Call-ups shall be issued at the sole and absolute discretion of the Standing Offer Authority and will be assigned based on **ANY** of the following criteria:

THE CORPORATE SUMMARY IDENTIFIED IN THE BIDDER'S OFFER WILL BE USED AS A GUIDE

1. Demonstrated Aboriginal experience
2. Language requirements and capability of the Standing Offer Agreement holder
3. Unique cultural needs
4. Stakeholder engagement requirements and capability of the Standing Offer Agreement holder
5. Geographic areas within Canada – the capability and proximity of the Standing Offer Agreement holder
6. Cost

SW16. LIMITATION OF CALL-UPS

Individual call-ups against the Standing Offer must not exceed **\$25,000.00** (Applicable Taxes included).

SW17. AUTHORITIES

17.1 Standing Offer Authority

To be identified at Standing Offer Agreement award

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

17.2 Project Authority

To be identified at Standing Offer Agreement award

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Call-up.

17.3 Offeror's Representative

To be identified at Standing Offer Agreement award

APPENDIX "D"

STATEMENT OF WORK

SW18. CONTRACTOR'S PROPOSAL

- 1.1 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.

APPENDIX "E" **TRAVEL EXPENSE INFORMATION**

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

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

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

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

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

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

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

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

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

Private Motor
Vehicles

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

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

APPENDIX "E"
TRAVEL EXPENSE INFORMATION

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

Cents/km (Taxes Included)

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

Hotels

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

Private

Non-Commercial
Accommodations

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

Meals

The following rates (**taxes included**) are applicable during the period of April 1, 2014 to September 30, 2014:

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

Incidental
Expenses

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

2. Receipt Requirements

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

Receipts are required for the following:

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

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 "B"
**GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT
THROUGH FEDERAL PROCUREMENT**

REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

Who is eligible?

An Aboriginal business, which can be:

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

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

OR

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

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

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

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

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

ANNEX "B"
**GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT
THROUGH FEDERAL PROCUREMENT**

- iii) is willing to be audited regarding the certification; and
- iv) acknowledges that if it is found NOT to meet the eligibility criteria, the bidder shall be subject to one or more of the civil consequences set out in the certification and the contract.

How must the business prove that it meets the requirements?

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

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

What evidence may be required from the business?

Ownership and control

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

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See 0, Appendix "A" for a list of the factors which may be considered by Canada.)

Employment and employees

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed *Owner/Employee Certification* form for each full-time employee who is Aboriginal. (See 0, Appendix "B")

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

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

ANNEX "B"
**GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT
THROUGH FEDERAL PROCUREMENT**

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

Subcontracts

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

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

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

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

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

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

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

ANNEX "B"
**GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT
THROUGH FEDERAL PROCUREMENT**

CERTIFICATION REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

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

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

PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW

2. The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization,
- OR
- The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business.
3. The Aboriginal business or businesses have:
- fewer than six full-time employees
- OR
- six or more full-time employees
4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.

ANNEX "B"
**GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT
THROUGH FEDERAL PROCUREMENT**

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

<hr/>	<hr/>
Date	Signature
 <hr/>	 <hr/>
Place	Title (Duly authorized representative of business)
	For:
	 <hr/>
	Name of Business

ANNEX "B"
**GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT
THROUGH FEDERAL PROCUREMENT**

Appendix "A"

The Set-Aside Program for Aboriginal Business

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

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

ANNEX "B"
**GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT
THROUGH FEDERAL PROCUREMENT**

Appendix "B"

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

1. I _____, am an
Name

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

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

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

Date

Signature of owner and/or employee

Place

**ANNEX "C"
FINANCIAL PROPOSAL**

FEE SCHEDULE

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 Standing Offer Agreement's initial and option periods within the Financial Table.

INITIAL STANDING OFFER PERIOD – TO MARCH 31, 2018	
	FIRM ALL-INCLUSIVE PER DIEM RATE (in \$CDN)
1	\$ _____

OPTION PERIOD 1 – APRIL 1, 2018 TO MARCH 31, 2019 (FY2018-19)

OPTION PERIOD 1 – APRIL 1, 2018 TO MARCH 31, 2019	
	FIRM ALL-INCLUSIVE PER DIEM RATE (in \$CDN)
2	\$ _____

OPTION PERIOD 2 – APRIL 1, 2019 TO MARCH 31, 2020 (FY2019-20)

OPTION PERIOD 2 – APRIL 1, 2019 TO MARCH 31, 2020	
	FIRM ALL-INCLUSIVE PER DIEM RATE (in \$CDN)
3	\$ _____

OPTION PERIOD 3 – APRIL 1, 2020 TO MARCH 31, 2021 (FY2020-21)

OPTION PERIOD 3 – APRIL 1, 2020 TO MARCH 31, 2021	
	FIRM ALL-INCLUSIVE PER DIEM RATE (in \$CDN)
4	\$ _____

ANNEX "D"
PRICE CERTIFICATION

1. The Bidder certifies that the price proposed:
 - a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
 - b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and
 - c. does not include any provision for discounts to selling agents.
2. The Bidder also certifies that if requested, it will provide one of more of the following price justifications:
 - a. a current published price list indicating the percentage discount available to Canada; or
 - b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
 - c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
 - d. any other supporting documentation as requested by Canada.

Signature

Date