



November 19, 2014

1000162739

### 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:

#### Northern Contaminated Sites Program - Strategic Program Management Services

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

Location	Related Land Claim(s)
Nunavut	Nunavut Land Claims Agreement
Northwest Territories	T'licho Agreement Sahtu Dene and Metis Comprehensive Land Claims Agreement
Yukon	Carcross/Tagish First Nation Final Agreement Champagne and Aishihik First Nation Final Agreement Kluane First Nation Final Agreement Kwanlin Dun First Nation Final Agreement Little Salmon / Carmacks First Nation Final Agreement First Nation of Nacho Nyak Dun Final Agreement Selkirk First Nation Final Agreement Ta'an Kwach'an Council Final Agreement Teslin Tlingit Council Final Agreement Tr'ondëk Hwëch'in final Agreement Vuntut Gwitchin First Nation Final Agreement

**LETTER OF INVITATION**

As a result from this proposal call, DIAND intends to award up to one (1) Standing Offer Agreement (SOA).

In a companion Request for Proposals (RFP) solicitation 1000163364, DIAND is seeking to establish up to two (2) SOAs.

In the event that no SOA is awarded under the companion solicitation 1000163364 to this solicitation, DIAND will increase the number of competitively awarded SOAs under this solicitation up to a total of three (3) SOAs overall.

Period of the SOA is from date of award for 3 years with two (2) additional one (1) year option periods.

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

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

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

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

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

Five (5) hard copies of the Bidder's Technical Proposal, one (1) hard copy of the Bidder's Financial Proposal (in a separate, sealed envelope) and one (1) soft-copy of the Technical Proposal (in either PDF or MS Word format, on CD, DVD, or USB drive) must be delivered to the following address, on or before **15:00 hrs, Eastern Standard Time (EDT), January 6, 2015:**

## LETTER OF INVITATION

### Mailing Address:

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

### Location:

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

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

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

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

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

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

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

Yours sincerely,

Céline Viner  
Senior Contracting Officer  
Aboriginal Affairs and Northern Development Canada  
10 Wellington Street  
Gatineau, QC K1A 0H9

Attach.

## INSTRUCTIONS TO BIDDERS

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

<b>RFP PACKAGE CONTENTS</b>	
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 Expense Information Appendix F: Security Requirement Checklist	This material is provided for your information only. It details the specific Contract/Standing Offer Agreement/Supply Arrangement terms and conditions you will be bound by if you are a successful Bidder. You do not need to return this information with your proposal.
Annex A :	Certificate of Independent Bid Determination
Annex B:	Summary Form
Annex B-1:	Summary Form – Project Reference
Annex B-2:	Summary List
Annex C :	Government Support for Aboriginal Economic Development Through Federal Procurement
	Bidders <b>must</b> complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".  This form is provided to assist Bidders in preparing Bidder Firm-Level summaries in response to Mandatory Requirement M5 and Point-Rated R3.  Bidders <b>must</b> complete and submit, as part of their technical proposal package, the Summary Form – Project Reference attached hereto as Annex B-1.  This form is provided to assist Bidders in preparing Bidder-level work summaries in response to Point-Rated Criterion R3.  This requirement is set aside for Aboriginal suppliers in accordance with the government Procurement Strategy for Aboriginal Business. The bidder <b>must</b> 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 <b>must</b> 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.

## INSTRUCTIONS TO BIDDERS

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2. Bidders must provide all information necessary for DIAND to evaluate their proposals and for their proposals to be considered by DIAND, as indicated in this Request for Proposals (RFP). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable DIAND to complete its evaluation.
3. Five (5) hard copies of the Bidder's Technical Proposal, one (1) hard copy of the Bidder's Financial Proposal (in a separate, sealed envelope) and one (1) soft-copy of the Technical Proposal (in either PDF or MS Word format, on CD, DVD, or USB drive) **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.

#### 4. **Tender Envelope Submissions**

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

##### **Technical Proposal**

- RFP Number: 1000162739
- Project Name: Northern Contaminated Sites Program - Strategic Program Management Services
- Closing Date: January 6, 2015
- *“Tender Documents Enclosed”*
- *Bidders Name and Address*

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

##### **Financial Proposal**

- RFP Number: 1000162739
- Project Name: Northern Contaminated Sites Program - Strategic Program Management Services
- Closing Date: January 6, 2015
- *“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.

## INSTRUCTIONS TO BIDDERS

### 8. Legal Capacity

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

### 9. Debriefing

A debriefing will be provided, on request, only following entry by the Department of Indian Affairs and Northern Development (DIAND) into a contractual arrangement with the successful Bidder(s). Should a Bidder desire a debriefing, the Bidder must contact Celine Viner by fax at 819-953-7830 or by email at [celine.viner@aadnc-aandc.gc.ca](mailto: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.

## INSTRUCTIONS TO BIDDERS

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

### 12. Receipt and Custody of Proposals

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

### 13. Compliance with Request for Proposals Instructions, Clauses and Conditions and Resulting Service Contract/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. 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](#)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [HRSDC-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

### 15. 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 Certifications" forms included herein as Annex "C" 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.

### 16. Basis of Fees and Cost Quotation

16.1 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.

16.2 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.

16.3 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).

### 17. Option to Extend Standing Offer Agreement

17.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by two (2) additional one (1) year periods under the same terms and conditions.

17.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Standing Offer Agreement expiry date.

17.3 The Contractor agrees that, during the extended period the Standing Offer Agreement, the rates/prices will be in accordance with the provisions of the Standing Offer Agreement.

### 18. Standing Offer Agreement Award

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

In a companion Request for Proposals (RFP) solicitation 100063364, DIAND is seeking to establish up to two (2) SOAs.

In the event that no SOA is awarded under the companion solicitation 1000163364 to this solicitation, DIAND will increase the number of competitively awarded SOAs under this solicitation up to a total of three (3) SOAs overall.



## INSTRUCTIONS TO BIDDERS

### 19. Bidder Notification

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

### 20. Intellectual Property

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

### 21. 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

### 22. Communications During Request for Proposal Tendering Period

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

### 23. Security Requirements

1. Pursuant to the Government of Canada Security Policy, the nature of the services to be provided under this contract requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.
2. Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Secret**.
3. The Contractor and their personnel requiring access to **CLASSIFIED** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Secret**.
4. The Contractor **MUST NOT** possess or safeguard **CLASSIFIED** information/assets at their organization's premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.
5. The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List (attached hereto as Appendix F); and
  - b. Government Security Policy (Latest Edition)

### INSTRUCTIONS TO BIDDERS

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

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

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

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

This procedure is in accordance with the Departmental and *Policy on Government Security* (TBS July. 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Secret clearance** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. DIAND respects the privacy of Canadians, the information on this form is required for the purpose of providing security screening assessments. It is collected under the authority of the Security Policy of the Government of Canada and is protected by the provisions of the Privacy Act in institutions which are covered by the Privacy Act. Its collection is mandatory. A refusal to

## **INSTRUCTIONS TO BIDDERS**

provide information will lead to a review of whether the person is eligible to perform the contract work that is associated with this Personnel Screening Request. Failure on the part of the Bidder's resources to comply with these requirements will result in those resources being deemed non-compliant, with no further consideration given. Non-compliant resources will be deemed ineligible to complete any work associated with this contract.

## SELECTION AND EVALUATION CRITERIA

### 1.0 SELECTION AND EVALUATION METHODOLOGY

- 1.1 Five (5) hard copies of the Bidder's Technical Proposal, one (1) hard copy of the Bidder's Financial Proposal (in a separate, sealed envelope) and one (1) soft-copy the Technical Proposal (in either PDF or MS Word format, on CD, DVD, or USB drive) **MUST** be delivered to the specified address on or before the date and time as stipulated in the Letter of Invitation. Electronically transmitted bids will not be accepted.
- 1.2 Bidders **MUST** ensure that their Proposal provides sufficient evidence for DIAND to assess the compliance of the Proposal with the criteria listed in this Request for Proposal (RFP). It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable DIAND to complete its evaluation.
- 1.3 Bidders **MUST** include any reference material they wish to be considered for evaluation **within** their Proposal. Any material or documents outside the Proposal **will not** be considered; should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material **MUST** be included within the Proposal. URL links to the Bidder's website **will not** be considered by the DIAND Evaluation Committee.
- 1.4 To meet the requirements described herein, the experience of the Bidder **MUST** be work for which the Bidder provided services to clients exterior to the Bidder's own organization. Internal business development projects will not be accepted.
- 1.5 Experience gained during formal education **will not** be considered work experience. All requirements for work experience **MUST** have been obtained in a professional work environment as opposed to an educational setting. Co-op terms or other field work through a University or college that were conducted in conjunction with a professional firm are considered work experience provided they are related to the required services.
- 1.6 **Listing experience without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.** Bidders are advised that the month(s) of individual Resource experience listed for a work summary in which the time frame overlaps that of another referenced work summary for the same named Resource will only be counted once. For example: Project #1 time frame is July 2009 to December 2009; Project #2 time frame is October 2009 to January 2010; the total months of experience for these two work references is seven (7) months.
- 1.7 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Bidder on the part of the DIAND Evaluation Committee will be taken into consideration.
- 1.8 **Each Proposal will be evaluated separately**, against the Mandatory Requirements and Point-Rated Criteria. The Selection and Evaluation Process for Proposals consists of the following three (3) stages:
- Stage 1 -** Bidders will be evaluated on Mandatory Requirements M1-M5
- Stage 2 -** Bidders meeting ALL of M1-M5 will be evaluated on the basis of Point-Rated Criteria R1-R7.

## SELECTION AND EVALUATION CRITERIA

**Stage 3 -** Bidders meeting an overall pass mark of 75% on Point-Rated Criteria R1 – R7 inclusive will be evaluated on the basis of their Financial Proposal.

**Bidders failing to meet the requirements at any stage will be deemed to be non-compliant at that stage and will be given no further consideration.**

### 1.9 Definitions

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

- 1.10** “**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.
- 1.11** “**Should**” refers to a desired element. Failure on the part of the Bidder to provide the information requested by “**should**” within its Proposal or to demonstrate that it meets the element expressed by “**should**” may result in the Bidder receiving less than full points on any Point-Rated Criteria. Bidders are encouraged to address all elements expressed by “**should**”.
- 1.12** “**Substantiated evidence**” is that which is independently verifiable, with clear successful outcomes related to the given task, skill, ability, or other evaluation factor being demonstrated, and includes evidence of understanding any related underlying methodology and/or techniques as appropriate, and provides sufficient details with regard to the above. Simply stating that a resource or the Bidder has completed a task, or that a task was involved in a project, will not be considered “substantiated.” **A reiteration of the Point-Rated Criteria will not be eligible to receive points.**
- 1.13** All requirements for recency of experience (e.g. in the last # years) are based on the **posting date of the RFP.**
- 1.14** “**North**” or “**Northern**” is defined as north of 60 degrees latitude.
- 1.15** “**Project**” refers to a client’s defined scope of work that the client has delivered towards a defined objective, to support a client’s program, internal initiative or integrated undertaking.
- 1.16** The definition of work summary for the purposes of demonstrating a **Bidder’s** firm-level work experience is as follows:
- a) The work has a beginning and an end date and delivers a result. The work described **must** be a minimum of six (6) months in length. Other substantiating information is as required in compliance with Mandatory Requirement M3.
  - b) While Bidder firm-level experience gained as part of a large client initiative or integrated undertaking (“Project”) may address more than one (1) subject area of experience (as described in Point Rated Criteria R3 factor 3.1), in order to have this experience be considered as relevant against each subject area, the work must be identified as a discrete undertaking under the overall work (i.e. with specific defined deliverable(s)) and must be clearly identified within the scope of the larger undertaking.
  - c) Repetition of tasks performed for the same Project whether occurring concurrently or consecutively is not considered to be distinct work experience for the purposes of this evaluation.
- 1.17** The definition of work summary for the purposes of demonstrating a **proposed resource’s** work experience is as follows:

## SELECTION AND EVALUATION CRITERIA

- d) The work has a beginning and an end date and delivers a result. The work described **must** be a minimum of six (6) months in length.
- e) While resource work experience gained as part of a large client initiative or integrated undertaking (“Project”) may address more than one (1) subject area of experience, in order to have this experience be considered as relevant against each subject area the work must be identified as a discrete undertaking under the overall work (i.e. with specific defined deliverable(s)) and must be clearly identified within the scope of the larger undertaking.
- 1.18 Bidders **MUST** propose against **all required resource categories** of this RFP, as defined in the SOW section 9.1.1, which are:
- (1) Principal Consultant (“core team”);
  - (2) Senior Consultant (“core team”);
  - (3) Consultant (“core team”);
  - (4) Junior Consultant (“core team”); and
  - (5) Administrative Support.
- 1.19 Bidders **may** also propose against one (1) or more of the **Optional Resource Categories** of the RFP, as defined in the SOW section 9.1.2, which are:
- (6) Senior Consultant – Subject Matter Expert, ), up to a maximum of two (2) resources in each of the following Subject Matter Expertise areas; communications, training, or socio-economic or aboriginal consultations (as related to Section 7.0 of the SOW); and
  - (7) Consultant – Subject Matter Expert, ), up to a maximum of two (2) resources in each of the following Subject Matter Expertise areas; communications, training, or socio-economic or aboriginal consultations (as related to Section 7.0 of the SOW).

If bidding on one (1) or more Optional Resource Category, Bidders are required to include the names and qualifications of all proposed Resources for Optional Resource Category delivery in their Technical Proposals and include applicable rates for each resource in their Financial Proposals.

Bidders are not required to propose Resources in the Optional Resource Categories but are encouraged to do so. Optional Resource Categories are evaluated in Point Rated Criterion R2. In the event that proposed Resources for any Optional Resource Categories proposed do not meet the minimum qualifications for their respective category, the Bidder will not be eligible to receive any points (on Point-Rated Criterion R2) for those resources, which could impact the Bidder’s overall score.

## SELECTION AND EVALUATION CRITERIA

### 2.0 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.

MANDATORY REQUIREMENT	MEETS	DOES NOT MEET
<p><b>M1. CORPORATE PROFILE</b></p> <p>1.1 The Bidder <b>MUST</b> provide the full legal name of the entity submitting the Proposal.</p> <p>1.2 The Bidder <b>MUST</b> identify, as applicable, any joint venture members, partners or subcontractors that will be party to the Proposal.</p> <p>1.3 The Bidder <b>MUST</b> provide an organizational chart and brief description of the Bidder’s management structure as it relates to this requirement, including decision-making processes, accountabilities and reporting relationships between any entities involved in the performance of the Work (i.e. joint venture members, partners or subcontractors) as well as between the individuals proposed in the Bidder’s Core Team, and their roles, responsibilities and accountabilities, both broadly, and in relation to anticipated project requirements (as described in section 7.0 of the Statement of Work).</p> <p>1.4 In addition to those proposed resources who will compose the Bidder’s Core Team, the Bidder <b>MUST</b> identify its designated <b>Contractor Representative</b> (by name and position title) as the individual within the Bidder’s organization who will be responsible for the resource and contract management activities associated with any resulting Standing Offer Agreement.</p> <p>1.4.1 The proposed <b>Contractor Representative</b> resource <b>MUST</b> demonstrate <b>two (2) years</b> of experience in the <b>last five (5) years</b> (calculated as of the posting date of the RFP) providing resource and contract management services to the Government of Canada.</p> <p>1.5 The Bidder <b>MUST</b> propose at least one (1) resource in the <b>Administrative Support</b> category.</p> <p>1.5.1 The proposed <b>Administrative Support</b> resource <b>MUST</b> demonstrate a minimum of <b>two (2) years</b> of work experience, acquired within the past ten (10) years, in the provision of day-to-day administrative support/clerical services.</p>		
<p><b>M2. BIDDER RESOURCES</b></p>		

**SELECTION AND EVALUATION CRITERIA**

MANDATORY REQUIREMENT	MEETS	DOES NOT MEET
<p><b>2.1 Bidder Core Team</b></p> <p>2.1.1 The Bidder <b>MUST</b> propose its <b>Core Team</b> of Resources, together with a detailed CV and evidence of credentials for <u>each</u> proposed Resource, consisting of the Resource Categories as stated in the SOW, section SW9.0, for a <b>total of seven (7) resources</b> in the following categories:</p> <ul style="list-style-type: none"> <li>a) One (1) <b>Principal Consultant</b>;</li> <li>b) Three (3) <b>Senior Consultants</b>;</li> <li>c) Two (2) <b>Consultants</b>; and</li> <li>d) One (1) <b>Junior Consultant</b>.</li> </ul> <p><i>An individual may <b>not</b> be proposed in more than one of the above Resource Categories.</i></p> <p><i>Bidder Resources will be evaluated in the order in which they first appear in the Bidder’s Proposal, against the Minimum Qualifications for the Resource Categories in which they are proposed (as identified in the Statement of Work, SW9.0 and reproduced in M3 below for clarity).</i></p> <p><i>For the purpose of evaluation, the minimum required number of resources per Resource Category (as identified in M2.1.1 above) that demonstrate compliance with the Minimum Qualifications for their Resource Category will be considered as the <b>Bidder’s Core Team</b>.</i></p> <p><i>In the event the Bidder does not provide the minimum required number of compliant Resources in each Resource Category as identified in 2.1.1 above its Proposal will be deemed non-compliant.</i></p> <p><i>DIAND will evaluate Resources per Resource Category in the order in which they appear in the Bidder’s Proposal. In the event the first named Resource for the Resource Category does not demonstrate the requirements of the Resource Category in which he/she is proposed, DIAND will consider any Additional Resources proposed by the Bidder in that Resource Category (under factor 2.2 below) in the order in which they appear in the Bidder’s Proposal.</i></p> <p><b>2.2 Bidder Additional Capacity</b></p> <p>2.2.1 Bidders wishing to include additional resources under any resultant SOA beyond the minimum numbers stipulated in <b>factor 2.1.1</b> (above) <b>MUST</b> include a detailed CV and evidence of credentials for <u>each</u> additional resource proposed in relation to the Resource Categories and levels of seniority indicated in the SOW (in section SW9.0, and reproduced in M3 below for clarity) including the <u>optional</u> <b>Subject Matter Expert</b> category.</p> <ul style="list-style-type: none"> <li>a) Any additional proposed resources <b>MUST</b> meet the minimum</li> </ul>		



**SELECTION AND EVALUATION CRITERIA**

MANDATORY REQUIREMENT	MEETS	DOES NOT MEET
<p>requirements as stated in the SOW section SW9.0 specific to the Resource Category and seniority level in which they are proposed in order to be eligible to be called-up under any resulting SOA.</p> <p><i>Additional Resources submitted under this Criterion will not be point-rated beyond what is set out in Point Rated Criterion R3. Bidders are not required to submit Additional Resources beyond those required under factor 2.1.1, however are encouraged to do so.</i></p> <p><i>Provided the Bidder proposes at least the minimum number of qualified Resources per Resource Category (in accordance with factor 2.1.1), in the event Additional Resources proposed under Mandatory Requirement M2.2 do not meet the requirements of section SW9.0 of the Statement of Work such resources will not be eligible to be called-up under any resulting SOA, but this finding of non-compliance will not impact the Bidder's overall compliance with Mandatory Requirement M2 of this RFP.</i></p> <p><b>2.3 Resource Curriculum Vitae and Evidence of Credentials</b></p> <p>a) CVs <b>MUST</b> be in sufficient detail (see Selection and Evaluation Methodology, Item 1.6) to clearly demonstrate the minimum qualifications for each proposed Resource. Specific details include:</p> <ul style="list-style-type: none"> <li>i) Start and end dates of employment / cited work experience (note that dates should be identified by month and year – for example March 2008 to February 2011, and should indicate the duration – for example 36 months, to facilitate the evaluation process);</li> <li>ii) Employer name or client name for whom the work was completed; and</li> <li>iii) An indication of what the work performed by the resource entailed (e.g. a brief description, etc.).</li> </ul> <p>b) For evidence of credentials, certification(s) or professional designations, the Bidder <b>MUST</b> include a copy of each degree, diploma or certification or provide a traceable certificate number for verification purposes. In the event a copy of a degree, diploma or certification is not readily available, an Official Copy of a transcript from the conferring institution which clearly identifies and confirms the individual's successful completion and/or graduation from the program claimed; or an Official Letter from the conferring institution which clearly identifies and confirms the individual's successful completion will be deemed acceptable.</p> <p><i>In the event no acceptable evidence of credentials is provided, the Resource for which it applies will not be considered to have demonstrated the credential and may be considered non-compliant as a result.</i></p>		

**SELECTION AND EVALUATION CRITERIA**

MANDATORY REQUIREMENT	MEETS	DOES NOT MEET
<p><b>M3. RESOURCE QUALIFICATIONS</b></p> <p>3.1 The Bidder’s <b>Core Team</b> of resources proposed in response to Mandatory Requirement <b>M2</b> (factor 2.1.1 above) <b>MUST</b> meet the qualification requirements for their respective Resource Category as stated in the SOW, section SW9.0 and reproduced herein for clarity:</p> <p>3.1.1 <b>Principal Consultant:</b></p> <p>a) <b>MUST</b> demonstrate relevant education from a generally recognized institution.</p> <p style="padding-left: 40px;">Relevant education is defined as a Bachelor’s degree or higher in a relevant discipline, such as but not necessarily limited to:</p> <ul style="list-style-type: none"> <li>• Public Administration</li> <li>• Economics</li> <li>• Business</li> <li>• Business Administration</li> <li>• Commerce</li> <li>• Engineering</li> <li>• Environmental Science</li> <li>• Science</li> </ul> <p>b) <b>MUST</b> demonstrate <b>at least ten (10) years</b> of work experience for strategic program or project management undertakings similar and relevant to the Scope of Work (sections 7.2.1-7.2.10), of which <b>at least two (2) years MUST</b> have been in a Principal Consultant role or other similarly senior-level position with over-sight responsibilities over teams of deployed resources.</p> <p>c) <b>MUST</b> demonstrate <b>at least five (5) years</b> of work experience in advising or supporting <b>Public Sector</b> client(s) strategic program or project management undertakings similar and relevant to the Scope of Work (sections 7.2.1-7.2.10).</p> <p>d) <b>MUST</b> demonstrate <b>at least two (2) years</b> experience working on <b>projects in Canada’s North</b>.</p> <p>e) <b>MUST</b> demonstrate relevant <b>Canadian Public Sector experience</b> [v1] [m2] [v3] as evidenced by one (1) or more resource work experience summaries (as described in section 1.17 of the Selection and Evaluation Criteria) that demonstrate <b>at least five (5)</b> [v4] [m5] [v6] of the following subject areas:</p> <ul style="list-style-type: none"> <li>i. Strategic Program Management;</li> <li>ii. Senior Executive Engagement;</li> <li>iii. Integrated Risk management;</li> <li>iv. Program performance management and reporting;</li> </ul>		

**SELECTION AND EVALUATION CRITERIA**

MANDATORY REQUIREMENT	MEETS	DOES NOT MEET
<p>v. Project development and implementation strategies; and/or [v7][m8]</p> <p>vi. Regulatory programs and related initiatives in the North.</p> <p><b>3.1.2 Senior Consultant:</b></p> <p>a) <b>MUST demonstrate at least ten (10) years</b> of work experience for strategic program or project management undertakings similar and relevant to the Scope of Work (sections 7.2.1-7.2.10).</p> <p>b) <b>MUST demonstrate relevant education from a generally recognized institution OR demonstrate an additional three (3) years</b> of work experience for strategic program or project management undertakings similar and relevant to the Scope of Work (sections 7.2.1-7.2.10) (beyond the minimum required in (a) above).</p> <p>Relevant education is defined as a Bachelor’s degree or higher in a relevant discipline, such as but not necessarily limited to:</p> <ul style="list-style-type: none"> <li>• Public Administration</li> <li>• Economics</li> <li>• Business</li> <li>• Business Administration</li> <li>• Commerce</li> <li>• Engineering</li> <li>• Environmental Science</li> <li>• Science</li> </ul> <p>c) <b>MUST provide relevant Canadian Public Sector experience</b> as evidenced by one (1) or more resource work experience summaries (as described in section 1.17 of the Selection and Evaluation Criteria) that demonstrate four (4) of the following subject areas (i through v):</p> <ol style="list-style-type: none"> <li>i. Strategic planning;</li> <li>ii. Project development and implementation strategies;</li> <li>iii. Risk management;</li> <li>iv. Regulatory programs and related initiatives in the North;</li> <li>v. Program management.</li> </ol> <p>d) <b>One (1) of the Senior Consultant Resources MUST demonstrate relevant Canadian Public Sector understanding</b> and knowledge, as evidenced by <b>one (1)</b> or more resource projects that demonstrate work experience in regulatory programs and related initiatives in the North.</p> <p><b>3.1.3 Consultant:</b></p> <p>a) <b>MUST demonstrate at least five (5) years</b> of work experience for strategic program or project management undertakings similar and relevant to the Scope of Work (sections 7.2.1-7.2.10).</p>		

**SELECTION AND EVALUATION CRITERIA**

MANDATORY REQUIREMENT	MEETS	DOES NOT MEET
<p>b) <b>MUST</b> demonstrate relevant education from a generally recognized institution <b>OR</b> demonstrate an additional three (3) years of work experience for strategic program or project management undertakings similar and relevant to the Scope of Work (sections 7.2.1-7.2.10) (beyond the minimum required in (a) above).</p> <p>Relevant education is defined as a Bachelor’s degree or higher in a relevant discipline, such as but not necessarily limited to:</p> <ul style="list-style-type: none"> <li>• Public Administration</li> <li>• Economics</li> <li>• Business</li> <li>• Business Administration</li> <li>• Commerce</li> <li>• Engineering</li> <li>• Environmental Science</li> <li>• Science</li> </ul> <p>c) <b>MUST</b> demonstrate relevant <b>Canadian Public Sector experience</b><sup>[v9]</sup> by providing one (1) or more resource work experience summaries (as described in section 1.17 of the Selection and Evaluation Criteria) that demonstrate <b>at least two (2)</b> of the following subject areas:</p> <ol style="list-style-type: none"> <li>i. Strategic planning;</li> <li>ii. Project development and implementation strategies;</li> <li>iii. Risk management;</li> <li>iv. Regulatory programs and related initiatives in the North;</li> <li>v. Program management.</li> </ol>		
<p><b>3.1.4 Junior Consultant</b></p> <p>a) <b>MUST</b> demonstrate <b>at least two (2) years</b> of work experience for strategic program or project management undertakings similar and relevant to the Scope of Work (sections 7.2.1-7.2.10).</p> <p>b) <b>MUST</b> demonstrate relevant education (refer to definition below for “relevant” degrees) from a generally recognized institution <b>OR</b> demonstrate an additional three (3) years of work experience for strategic program or project management undertakings similar and relevant to the Scope of Work (sections 7.2.1-7.2.10) (beyond the minimum required in a above).</p> <p>Relevant education is defined as a Bachelor’s degree or higher in a relevant discipline, such as but not necessarily limited to:</p> <ul style="list-style-type: none"> <li>• Public Administration</li> <li>• Economics</li> <li>• Business</li> <li>• Business Administration</li> </ul>		

**SELECTION AND EVALUATION CRITERIA**

<p style="text-align: center;"><b>MANDATORY REQUIREMENT</b></p>	<p style="text-align: center;"><b>MEETS</b></p>	<p style="text-align: center;"><b>DOES NOT MEET</b></p>
<ul style="list-style-type: none"> <li>• Commerce</li> <li>• Engineering</li> <li>• Environmental Science</li> <li>• Science</li> </ul> <p><i>DIAND encourages Bidders to provide a summary, directly linking each proposed Resource’s skills and experience with the minimum qualifications listed above, and to complete <b>Table M3.1</b> (Bidder Resource List) to assist DIAND in the location of information within the Proposal.</i></p>		
<p><b>M4. TEAM QUALIFICATIONS</b></p> <p>4.1 In addition to the individual resource qualifications (as set out in detail in <b>M3</b> above) the Bidder’s <b>Core Team</b> of Resources (as proposed in compliance with <b>M2</b>, factor 2.1.1), <b>MUST</b> demonstrate the following collective or team qualifications:</p> <p>4.1.1 At least one (1) resource on the Bidder’s Core Team of resources <b>MUST</b> have a <b>Masters of Business Administration</b> (MBA).</p> <p>4.1.2 At least one (1) resource on the Bidder’s Core Team of resources <b>MUST</b> hold a current <b>Project Management Professional</b> (PMP) certification.</p> <p>4.1.3 At least one (1) resource on the Bidder’s Core Team of resources <b>MUST</b> have experience in at least one (1) project that demonstrates knowledge of <b>Aboriginal issues in Northern Canada including Comprehensive Land Claims Agreements (CLCAs)</b>.</p> <p>4.1.4 At least one (1) resource on the Bidder’s Core Team of resources <b>MUST</b> have a specialization in <b>Internal Controls</b>, as follows:</p> <ul style="list-style-type: none"> <li>a) <b>MUST</b> demonstrate at least <b>three (3)</b> years of financial management or project/program controls expertise in a Public Sector context, similar and relevant to the Scope of Work (sections 7.2.1-7.2.10).</li> <li>b) <b>MUST</b> demonstrate relevant <b>Canadian Public Sector understanding</b> and knowledge as evidenced by one (1) or more resource work experience summaries that demonstrate <b>at least two (2)</b> of the following subject areas: <ul style="list-style-type: none"> <li>i. Program Controls specific to large scale (i.e. departmental or program-wide) high dollar value (i.e. valued at \$50 Million or higher - for a portfolio of projects cumulatively) initiatives;</li> <li>ii. Business case development specific to large scale (i.e. departmental or program-wide) high dollar value (i.e. valued at \$50 Million or higher – whether for a single project or for a portfolio of projects cumulatively) initiatives;</li> </ul> </li> </ul>		

**SELECTION AND EVALUATION CRITERIA**

MANDATORY REQUIREMENT	MEETS	DOES NOT MEET
<p>iii. Federal approval and expenditure management processes (e.g. Preliminary Project Approval (PPA), Effective Project Approval (EPA), Policy on the Management of Projects, etc.);</p> <p>iv. Financial risk management.</p> <p>4.1.5 At least one (1) resource on the Bidder’s Core Team of resources <b>MUST</b> have a specialization in <b>Performance Measurement</b>, as follows:</p> <p>a) <b>MUST</b> demonstrate at least <b>three (3)</b> years of work experience developing, implementing and advising on Performance Measurement activities specific to large scale (i.e. department or program-wide) , high dollar value (i.e. valued at \$50Million or higher - for a portfolio of projects cumulatively) initiatives within the Public Sector.</p>		
<p><b>M5. BIDDER EXPERIENCE</b></p> <p>5.1 At the Bidder level, the Bidder <b>MUST</b> provide a minimum of three (3) but no more than six (6) written summaries of the Bidder’s work experience on “Projects” (as defined above) demonstrating the provision of Strategic Program Management Services, as described in the RFSO (SOW, sections 7.2.1-7.2.10).</p> <p>5.1.1 Since the purpose of this criterion is to ascertain if the Bidder has previously entered into and completed similar/relevant work, <b>all</b> summaries submitted by Bidders <b>MUST</b> be in direct relation to contracts that were entered into, and completed by the Bidder (as either a Prime or Sub-Contractor) and <b>MUST not</b> pertain to work completed by a Bidder Resource as part of employment or engagement of that Resource with another entity (see Note 1 below).</p> <p>5.1.2 <b>At least three (3)</b> of the submitted summaries <b>MUST</b> be work experience performed by the Bidder (or in the case of Joint Ventures submitting a Proposal, <u>by the lead firm</u> of the Joint Venture) as the Prime Contractor in Contract with the indicated client organization (to whom the work was delivered) (see Note 1 below).</p> <p>5.2 For <u>each</u> summary provided, <b>at least one (1)</b> of the Bidder’s Core Team compliant resources in the <b>Principal Consultant OR Senior Consultant</b> categories <b>MUST</b> have been actively involved in the work (i.e. performing in the same or a related resource category role at an equivalent or greater seniority level to that in which they have been offered in the Bidder’s Proposal).</p> <p>5.2.1 The same named Bidder resource <u>cannot</u> be used to satisfy this criterion more than twice.</p> <p>5.3 The summaries <b>MUST</b> have taken place <b>within the last five (5) years</b> (<i>calculated based on the end date of the work</i>). While work may be on-going, it <b>MUST</b> have</p>		

**SELECTION AND EVALUATION CRITERIA**

MANDATORY REQUIREMENT	MEETS	DOES NOT MEET
<p>been in progress for no less than <b>six (6) months</b>.</p> <p>5.4 All provided summaries <b>MUST</b> demonstrate a minimum of <b>thirty (30) days</b> of <u>cumulative</u> resource level of effort related to the requirement, to denote a significant Bidder involvement in the client’s undertaking.</p> <p>5.5 For <u>each</u> of the provided summaries, the Bidder <b>MUST</b> provide the following information:</p> <p>5.5.1 The Bidder <b>MUST</b> indicate the name of the client organization for whom the work was performed;</p> <p>5.5.2 The Bidder <b>MUST</b> indicate the start and end dates of the work (dates should be identified by month and year – for example March 2004 – February 2007 and should indicate the project duration – for example 36 months) or the start date and a notice that the work is on-going;</p> <p>5.5.3 The Bidder <b>MUST</b> indicate the name and contact information (which may include any of a telephone number, fax number, or e-mail address) of the client project authority to whom the Bidder reported.</p> <p>5.5.4 The Bidder <b>MUST</b> include a <b>Reference Form</b> (see Annex B-1), below, completed and <b>signed</b> by the named client project authority.</p> <p>a) The Bidder <b>MUST</b> forward the Summary information to each refereeing client project authority, for completion of the Project Reference section.</p> <p>b) The completed forms, duly signed by the referee <b>MUST</b> be submitted as part of the Bidder's Proposal. The Bidder <b>MUST not</b> sign reference forms on behalf of the referee.</p> <p><i>DIAND reserves the right to contact the named client project authorities to verify the information contained within the submitted summaries. Bidders are encouraged to structure their responses in accordance with the provided Summary Form (see Annex B).</i></p> <p><i>In the event that any one (1) cited client reference provides a negative response in regard to the veracity and/or accuracy of the information contained within the Bidder’s submitted summary, DIAND reserves the right to will deem the Bidder’s proposal non-compliant, whereupon no further consideration will be given.</i></p>		
<p><b>Note 1: Bidder Experience</b></p> <p><i>For the purpose of evaluating factor 5.1.2 under Mandatory Requirement M5, the following will be considered as the Bidder’s experience:</i></p>		

**SELECTION AND EVALUATION CRITERIA**

<b>MANDATORY REQUIREMENT</b>	<b>MEETS</b>	<b>DOES NOT MEET</b>
<p>a) <i>Work experience by the bidding entity (i.e. the signatory to the Proposal); or</i></p> <p>b) <i>Work experience completed by a firm that has merged with or was acquired by the Bidder; or</i></p> <p>c) <i>In the case of Joint Ventures submitting a Proposal, work experience <u>by the lead firm</u> of the Joint Venture who are included within the Proposal to DIAND.</i></p> <p><i>The onus is on the Bidder to clearly demonstrate within its submitted summaries which entity/firm completed the project and in what role (i.e. as a Prime or Sub).</i></p> <p><i>Irrespective of the qualifications and experience of the proposed Resource, if the work was not contractually entered into and successfully completed by the Bidder as an entity, the Summary cannot be submitted as evidence of the Bidder's compliance with M5.</i></p>		
<p><b>Summary Content</b></p> <p>In addition to the mandatory information required in relation to each cited project (as indicated above), the Bidder <u>should</u> include the following for each summary:</p> <p>a) A brief summary of the project;</p> <p>b) The dollar value (in \$CAN) of the work (to the Bidder) (i.e. the Bidder's overall invoice total for services provided to the Client related to the summary) [for work completed in the last five (5) years];</p> <p>c) A summary of the client's requirements and the project scope as it relates to the Bidder;</p> <p>d) The Bidder's responsibility on the project;</p> <p>e) A detailed description of the role, seniority level and responsibilities of the named Resources (where engaged);</p> <p>f) The result or outcome of the project, together with the extent to which the project was completed on-time, on-budget, and in accordance with established project goals [<i>For projects currently on-going, the Bidder should provide evidence of these factors in relation to phases of the project which have been completed</i>]; and</p> <p>g) Any other information the Bidder feels relevant for evaluation.</p>		

**Table M3.1 – Resource List**

To respond to Mandatory Requirement M2 and M3, Bidders **should** provide a List of its resources in the following format. Bidders may add more rows to submit their Resource List.

<b>#</b>	<b>Name</b>	<b>Category</b>	<b>Certification/ Degree/ Diploma</b>	<b>Month / Years experience</b>	<b>Specialization(s) (if applicable)</b>	<b>Cross Reference to Proposal Section / CV</b>



### SELECTION AND EVALUATION CRITERIA

#	Name	Category	Certification/ Degree/ Diploma	Month / Years experience	Specialization(s) (if applicable)	Cross Reference to Proposal Section / CV
<i>e.g. 1</i>	<i>Jane Doe</i>	<i>Principal Consultant</i>	<i>MBA</i>	<i>Ten (10) 2000 - 2010</i>		<i>CV on pp. 5-9 See copy of MBA in Appendix 1</i>
	<i>John Smith</i>	Senior Consultant	BA	Ten (10) 2002 - 2012	Internal Controls	CV on pp. 11-19 See copy of MBA in Appendix 1 Financial Controls info found on pp.18- 19
		Senior Consultant				
		Senior Consultant			Performance Measurement	
		Consultant				
		Junior Consultant				

#### 2.1 POINT-RATED CRITERIA

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

Bidders **MUST** achieve the minimum score over all of the Point-Rated Criteria in order to be evaluated on the basis of their Financial Proposal.

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

In responding to the Evaluation Criteria below, Bidders are required to substantiate the evidence provided in response to each factor (refer to definition in section 1.9).

Refer to the definition of a “project” in section 1.9 above. One (1) project may apply to more than a single scoring factor within the applicable point rated criterion.

#### Points Summary

The following summary indicates the point breakdown structure for these Point-Rated Criteria

Evaluation Criteria	Weight	Pass Mark
R1. Bidder Core Team Credentials	20	---
R2. Bidder Additional Capacity	25	---

**SELECTION AND EVALUATION CRITERIA**

R3. Bidder Experience	125	---
R4. Writing Sample	25	---
R5. Understanding and Approach	35	---
R6. Aboriginal Opportunities Considerations	25	---
R7. Proposal Quality	20	---
<b>Total Available Points (R1-R7)</b>	<b>275</b>	<b>206/275 (75%)</b>
Prorated Technical Score	80	---

### SELECTION AND EVALUATION CRITERIA

Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
<p><b>R1. Bidder Core Team Credentials</b></p> <p>Only the Bidder's resources in the Bidder's <b>Core Team</b> (7 resources), proposed and found compliant with the Mandatory Requirements will be evaluated against this criterion.</p> <p><i>Points will only be awarded for education and designations <u>in excess of the minimum required in the Mandatory Requirements.</u></i></p> <p><i>In order to be eligible to receive points for these evaluation factors the Bidder is required to include a copy of each degree, diploma or certification claimed or provide a traceable certificate number for verification purposes.</i></p> <p><i>In the event a copy of a degree, diploma or certification is not readily available, an Official Copy of a transcript from the conferring institution which clearly identifies and confirms the individual's successful completion and/or graduation from the program claimed; or an Official Letter from the conferring institution which clearly identifies and confirms the individual's successful completion will be deemed acceptable.</i></p>	<p>1.1 Up to a maximum of <b>twenty (20)</b> points in total for the relevance of the Bidder's Core Team Resources' <b>education and professional designations</b> to NCSP's requirements.</p> <p>Points will be awarded for each Core Team Resource for each of the following education / professional designations (in excess of the minimum required):</p> <ul style="list-style-type: none"> <li>a) Possession of an advanced (Masters or PhD) degree in engineering, science, public administration, economics, business, business administration, commerce, or a related discipline (2 points per Resource).</li> </ul> <p>Where the related degree is a Masters of Business Administration, points will only be awarded for having more than the one (1) required MBA required in compliance with M4.</p> <ul style="list-style-type: none"> <li>b) Registration as Professional Engineer in one of the provinces of Canada (1 point per Resource).</li> <li>c) Registration as a professional practitioner with the Project Management Institute (PMI) or equivalent project management body (2 points per Resource).</li> </ul> <p>Points will only be awarded to Resources beyond the minimum required one (1) PMP certification required in compliance with M4.</p>
<p><b>R2. Bidder Additional Capacity</b></p> <p>Bidders will be evaluated based on the ability to provide additional compliant named resources beyond the minimum seven (7) required to comprise the Bidder's Core Team at the time of Proposal. The Resource Categories are as detailed in the SOW (in section SW9.0).</p> <p>Compliant resources are those that</p>	<p>2.1 Up to a maximum of <b>twenty-five (25) points</b> will be awarded in response to the Bidder's capacity to offer additional qualified resources, based on the following factors. <i>Points are cumulative but will not be awarded above the maximum value of this criterion.</i></p> <p><i>5 points will be awarded for each Subject Matter Expert Senior Consultant resource proposed (and found compliant with the Minimum Qualifications of their Resource Category), up to a maximum of two (2) resources in each of the following Subject Matter Expertise areas; communications, training, or socio-economic or aboriginal consultations (as related to Section 7.0 of the SOW).</i></p>

**SELECTION AND EVALUATION CRITERIA**

Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
<p>have met all of DIAND’s minimum qualification requirements for the Resource Category in which they are proposed, as described in section SW9.0 of the SOW, as reproduced in Mandatory Requirement M3.</p>	<p><i>3 points will be awarded for each Subject Matter Expert Consultant resource proposed (and found compliant with the Minimum Qualifications of their Resource Category), up to a maximum of two (2) resources in each of the following Subject Matter Expertise areas; communications, training, or socio-economic or aboriginal consultations (as related to Section 7.0 of the SOW).</i></p> <p><i>3 points will be awarded for each additional Principal Consultant resource proposed (and found compliant with the Minimum Qualifications of their Resource Category), up to a maximum of two (2) additional resources.</i></p> <p><i>2 points will be awarded for each additional Senior Consultant, Consultant or Junior Consultant resource proposed (and found compliant with the Minimum Qualifications of their Resource Category), up to a maximum of two (2) additional resources.</i></p>
<p><b>R3. Bidder Experience</b></p> <p>The Bidder’s written summaries provided as evidence under Mandatory Requirement <b>M5</b> will be evaluated for the degree to which they demonstrate substantiated experience in providing Strategic Program Management Services at the Bidder-level similar and relevant to DIAND’s requirement as stated in the SOW. Bidders should complete the Summary List form in Annex B-2 to indicate which summaries are to be considered for which subject area (as indicted at the right) otherwise summaries will be evaluated in the order in which the summaries appears in the Bidder’s Proposal.</p> <p><i>As this criterion is designed to focus on the Bidder’s previous experience in undertaking previous similar projects at the firm level, all work is required to be that done by the Bidder as an entity (as defined within M5 of the Mandatory Requirements), and <b>not</b> pertain to any work completed by a Bidder Resource as part of employment or engagement with another entity.</i></p>	<p>The Bidder’s written summaries should demonstrate substantiated experience in the following factors. Up to a maximum of <b>one hundred and twenty five (125) points</b>, based on the factors below, will be awarded for this Rated Criterion. <i>Points are cumulative but will not be awarded above the maximum values indicated in this criterion.</i></p> <p>3.1 Up to a maximum of <b>sixty (60) points</b> in total, based on ten (10) points awarded for each of the following six (6) subject areas, as demonstrated by one (1) or more of the Bidder’s summaries. Points will only be awarded once per subject area:</p> <ol style="list-style-type: none"> <li>1. Integrated Risk Management;</li> <li>2. Performance Measurement reporting;</li> <li>3. Preliminary Project Approvals (PPAs) or Effective Project Approvals (EPAs) or Memoranda to Cabinet;</li> <li>4. Program long-term strategic planning;</li> <li>5. Audit or Evaluation either preparation for or conducting of an audit or evaluation;</li> <li>6. Business Plan development.</li> </ol> <p><i>While a summary may demonstrate more than one (1) subject area of relevant work, only one (1) summary per subject area will be considered for points under this criterion.</i></p>

**SELECTION AND EVALUATION CRITERIA**

Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
	<p>3.2 Up to a maximum of <b>thirty-five (35) points</b> will be awarded over all compliant and accepted Bidder summaries for the similarity and relevance of the complexity of the Client <b>project's environment</b>, in support of which the Bidder provided services, <b>to the complexity of NCSP's environment</b>, including:</p> <ul style="list-style-type: none"> <li>a) Services provided for Programs in the Canadian Federal Public Sector (4 points) <b>OR</b> Programs in the sub-federal public sector (provincial or territorial) (1 point)</li> <li>b) Services provided that are governed by a Northern regulatory regime and that pertain to: a) the North <b>OR</b> b) to communities in the North (1 point)</li> <li>c) Services provided in support of program management of a Contaminated Site(s) (2 points)</li> <li>d) Services provided in support of a program with a long-term objective and commitment but with unsecured funding (2 points)</li> <li>e) Multi-Year Project (with on-going service delivery spanning more than 12 months) (1 point)</li> <li>f) Services provided in a similar project stakeholder environment (e.g. dealing with multiple levels of the public sector or multiple federal departments (1 point) <b>OR</b> experience working with Aboriginal organizations or Aboriginal governments) (1 point)</li> </ul> <p><i>Points will be awarded per Project for demonstration of any combination of the above elements (a through e). Only one score will be provided per project for each factor (a through e). Points will not be awarded above the noted maximum.</i></p> <p>3.3 Up to a maximum of <b>thirty (30) points</b> will be awarded for the relative contribution of the Bidder's team engaged in the work. <i>Points will not be awarded above the noted maximum.</i></p> <p><i>3 points will be awarded per summary for each additional Principal Consultant or Senior (i.e. where the deployed resource participated in the development of deliverables) <b>beyond the requirement (M5, factor 5.3) for one (1) Principal Consultant or Senior Consultant engaged in each work summary.</b></i></p> <p><i>1 point will be awarded per summary for each additional</i></p>

**SELECTION AND EVALUATION CRITERIA**

Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
	<p><i>Consultant or Junior Consultant engaged in the work (i.e. where the deployed resource participated in the development of deliverables).</i></p>
<p><b>R4. Writing Sample</b></p> <p>The Bidder should submit a writing sample of up to 15 pages (based on approximately 250 words per page), written by (in the role of lead author) either a member of the proposed Core Team or any additional compliant named resources beyond the minimum seven (7) required to comprise the Bidder's Core Team.</p> <p>The sample should cover a scientific or technical subject matter, and should be written for public dissemination.</p> <p><i>Where the submitted writing sample is longer than 15 pages the Committee will only evaluate the first 15 pages.</i></p>	<p>Up to <b>twenty five (25) points</b> will be awarded for the Bidder's writing sample, based on the factors below.</p> <p>a) The sample deals with a technical or scientific subject matter that should be relevant to NCSP's subject matter as described in the SOW (up to 5 points).</p> <p>b) The sample uses a style and level of language that is consistent with the nature and end use of the document and the target audience to which the sample was directed (up to 10 points).</p> <p>c) The information within the sample had a uniform presentation, according to professional standards (up to 5 points).</p> <p>d) The sample used consistent and correct terminology (up to 5 points).</p> <p><i>In order to facilitate evaluation of the factors above, the Bidder should also include the name and role within the proposed team of the author of the writing sample, as well as a brief description of the client organization for which it was written.</i></p>
<p>The following <b>Rating Scales</b> will be used to evaluate the factors under Criterion <b>R4</b>:</p> <p><b>For Factor a)</b></p> <p><b>5 points</b> <i>Subject matter of writing sample relates to Program Management of an engineering or environmental program, including, but not limited to, factors such as: contamination liability, Aboriginal consultations, risks associated with mine remediation/reclamation;</i></p> <p><b>3-4 points</b> <i>Subject matter of writing sample relates to Engineering or Environmental remediation OR relates to Program Management of a scientific/technical program that is not engineering or environmental in nature;</i></p> <p><b>1-2 points</b> <i>Subject matter of writing sample relates to a technical or scientific area or project;</i></p> <p><b>0 points</b> <i>Subject matter is not technical, scientific or relevant to NCSP's subject matter as identified in the RFSO.</i></p>	

**SELECTION AND EVALUATION CRITERIA**

Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
<p><b>For Factors b-d)</b></p> <p>DIAND will deduct points from the maximum available points identified for the factor, for errors or deficiencies in the writing sample.</p> <p>Each major error (as defined below) will result in the deduction of 2 points.</p> <p>Each minor error (as defined below) will result in the deduction of 1 point.</p> <p><b>Major Errors</b> Major errors include, but are not limited to, factual errors introduced (including mistakes in tables and charts), critical omissions, gibberish and/or errors in formatting such that the intent or message of the original document is altered or strays from the original message. An error is considered major when it would have caused a complaint from a client or the public.</p> <p><b>Minor Errors</b> Minor errors include errors in grammar, style, punctuation or spelling and/or minor omissions.</p> <p><b>Excellent</b> 9 - 10 for factor b) OR 5 each for factors c-d)</p> <p><b>Good</b> 7 - 8 for factor b) OR 4 each for factors c-d)</p> <p><b>Satisfactory</b> 5 - 6 for factor b) OR 3 each for factors c-d)</p> <p><b>Minimal</b> 3 - 4 for factor b) OR 2 each for factors c-d)</p> <p><b>Poor</b> 1 - 2 for factor b) OR 1 each for factors c-d)</p> <p><b>Not indicated / Unsatisfactory</b></p>	
<p><b>R5. Understanding and Approach</b></p> <p>The Bidder should indicate, through a written description, their understanding of and approach to addressing DIAND's requirements for the provision of Strategic Program Management Services for the NCSP.</p> <p>The Bidder should provide its</p>	<p>Up to <b>thirty-five (35) points</b> will be awarded for the Bidder's understanding and approach to the delivery of Strategic Program Management Services to support the NCSP, based on the factors below.</p> <p>Bidders should demonstrate both a clear understanding and feasible, innovative approaches in order to achieve full points. Supporting evidence may include, but is not necessarily limited to, relating past experience with similar programs or project portfolios or existing methodologies or practices to the specific requirements of the NCSP as identified in this RFSO.</p>



### SELECTION AND EVALUATION CRITERIA

Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
<p>response in no more than five (5) pages for Factor 5.1 at right.</p> <p>The Bidder should provide its response in no more than five (5) pages for Factor 5.2 at right.</p> <p><i>See Rating Scale below.</i></p>	<p>5.1 Up to <b>fifteen (15) points</b> for a demonstrated understanding and innovative approaches which support the Strategic Management of a large, high profile public sector program with a diverse project portfolio, multiple stakeholders and numerous sub-initiatives.</p> <p><i>Bidders should demonstrate clear evidence of understanding and approaches to the delivery of contaminated sites Strategic Program Management Services with particular emphasis on providing in situ support, coaching, and sustainable knowledge transfer.</i></p> <p>5.2 Up to <b>twenty (20) points</b> for an understanding and approach for delivering the Bidder’s services in a manner addressing NCSP objectives, challenges, risks, and issues, in an effective and timely manner, including the proposed means of controlling time, cost, quality, and performance measures during any resulting Call-up(s), with particular emphasis on resource identification and allocation, how the Bidder will manage multiple concurrent projects to deliver upon commitments to NCSP and succession planning for knowledge transfer and continuity, task and deliverables definition, established work review procedures, and project management and control methods.</p> <p><i>Bidders should provide clear evidence of approaches which will be applied to addressing NCSP objectives, challenges and issues through specific approaches and mechanisms, and include evidence of lessons learned applied and best practices.</i></p>
<p>The following <b>Rating Scale</b> will be used to evaluate the factors under Criterion <b>R5</b>:</p> <p><b>Excellent</b> 14-15 for factor 5.1 OR 18-20 for factor 5.2: The response is complete in that it addresses the factor and provides exceptionally relevant supporting detail.</p> <p><b>Good</b> 11 – 13 for factor 5.1 OR 14-17 for factor 5.2: The response is complete in that it clearly addresses the factor and provides some relevant supporting detail.</p> <p><b>Satisfactory</b> 7 – 10 for factor 5.1 OR 9-13 for factor 5.2: The response is complete in that it clearly addresses in some detail the factors while providing some supporting detail.</p> <p><b>Minimal</b> 4 - 6 for factor 5.1 OR 5-8 for factor 5.2: The response is not complete in that it fails to fully address some of the factor; it is not clear or is incomplete.</p>	



### SELECTION AND EVALUATION CRITERIA

Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
<p><b>Poor</b> 1-3 for factor 5.1 OR 1-4 for factor 5.2: <i>The response is not complete in that it fails to address all of the factor and only nominally addresses some of the factor.</i></p> <p><b>Not indicated / Unsatisfactory</b> 0: <i>No response was received or the response does not address any of the factor.</i></p>	
<p><b>R6. Approach to Aboriginal Opportunity Considerations (AOC)</b></p> <p>The Bidder should describe areas of their services where there is the potential for incorporating AOC opportunities in the event of service delivery to a Region within a CLCA area.</p> <p>The Bidder should provide its response to this criterion in no more than five (5) pages.</p> <p><i>See Rating Scale below.</i></p>	<p>6.1 Up to <b>twenty-five (25) points</b> will be awarded for proposing an achievable and realistic approach to enabling the maximization of involvement of local Aboriginal peoples in the work to be completed, together with evidence that elements of the approach have been used successfully on past projects.</p> <p><i>Evidence should be provided to demonstrate the effectiveness of the same or similar plan applied in the past experience of the Bidder, and to demonstrate the positive outcomes the plan will have for the Region.</i></p>
<p><i>The following <b>Rating Scale</b> will be used to evaluate the factors under Criterion R6:</i></p> <p><b>Excellent</b> 21-25: <i>The response is complete in that it addresses and provides exceptionally relevant supporting detail.</i></p> <p><b>Good</b> 16-20: <i>The response is complete in that it clearly addresses and provides some relevant supporting detail.</i></p> <p><b>Satisfactory</b> 11-15: <i>The response is complete in that it clearly addresses in some detail each of the factors while providing some supporting detail.</i></p> <p><b>Minimal</b> 6-10 <i>The response is not complete in that it fails to fully address some of the factor; it is not clear or is incomplete.</i></p> <p><b>Poor</b> 1-5 <i>The response is not complete in that it fails to address all the factors and only nominally addresses some factors.</i></p> <p><b>Not indicated / Unsatisfactory</b> 0: <i>No response was received or the response does not address any of the factor.</i></p>	

**SELECTION AND EVALUATION CRITERIA**

Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
<p><b>R7. Proposal Quality</b></p>	<p>Up to a maximum of <b>twenty (20) points</b> will be awarded for presenting proposals in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by the following factors:</p> <ul style="list-style-type: none"> <li>a) organizing the proposal to match the order and sequence of the Mandatory Requirements and Point-Rated Criteria in the RFP and limiting proposal content to information requested (up to 3 points);</li> <li>b) information in projects, CVs, or elsewhere in the proposal that is specifically relevant to an evaluation factor or minimum qualifications is highlighted. This includes, for example, resource experience in CVs, work summary details, etc (up to 6 points);</li> <li>c) any cross-references within the proposal for highlighted information are easily identified and clearly found. <i>For example, where the Bidder includes a table saying “evidence of R2 factor a) is on page 23,” the information is found on page numbered 23, and is highlighted in a way that brings the evaluators’ attention to the information (such as with a heading)</i> (up to 6 points).</li> <li>d) overall quality and organization of the proposal as it relates to professional presentation of information and ease-of-use (up to 5 points).</li> </ul>
<p><b>Total:</b></p> <p><b>Point-Rated Criteria R1 – R7</b></p>	<p><b>/275</b></p> <p>BIDDERS MUST ACHIEVE A <b>MINIMUM SCORE OF 75% (206/275)</b> OVERALL ON POINT-RATED CRITERIA R1-R7 INCLUSIVE IN ORDER FOR THEIR PROPOSAL TO BE CONSIDERED FURTHER.</p>
<p><b>Prorated Technical Score</b></p> <p><i>(Bidder’s Total Point-Rated Score / 275) x 80</i></p>	<p><b>/80</b></p> <p>Technical merit will be valued at 80% of the Bidder’s Total Score.</p>

## SELECTION AND EVALUATION CRITERIA

### 3.0 FINANCIAL PROPOSAL

- 3.1 Bidders meeting ALL Mandatory Requirements and achieving at least the required minimum percentage score on the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal.
- 3.2 The Financial Evaluation will be carried out by the Contracting Authority independent of the DIAND Evaluation Committee responsible for rating the Technical Proposal. Financial Proposals will be evaluated based on the methodology detailed below.
- 3.3 *All of the information required in this section MUST appear in the Bidder's Financial Proposal ONLY. The Bidder's Financial Proposal MUST be submitted in a sealed envelope, separate from the Bidder's Technical Proposal. The Bidder's failure to comply with this condition will result in the Bidder's Proposal being declared non-compliant and being given no further consideration.*
- 3.4 Failure on the part of the Bidder to provide the information required within the Financial Proposal Tables will result in DIAND deeming the Bidder's Proposal to be non-compliant, with the Proposal being given no further consideration by DIAND.
- 3.5 For each year of the SOA, Bidders **MUST** provide a fixed All-Inclusive per diem rate (\$CAN), based on a 7.5 hour day, per Resource Category for each of the "Core Team" and the required Administrative Support role (see Table 1). Bidders should provide a fixed All-Inclusive per diem rate (\$CAN), based on 7.5 hour day for the "Optional Resource Category – Subject Matter Expert" (see Table 2), even if resources are not proposed at this time.
- 3.6 The fixed All-inclusive per diem rates **MUST** be inclusive of all payroll, overhead costs and profits required for the Bidder to complete the work under the SOA (note: the fixed All-Inclusive per diem rate is not to be quoted as a range).
- 3.7 The Bidder's fixed All-Inclusive per diem rates shall be **exclusive** of the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) and expenses. Any amounts for taxes will be added at time of Call-up. Any additional travel, living administrative or other expenses, will be added by DIAND at time of Call-up.

### SELECTION AND EVALUATION CRITERIA

#### Required Resource Categories – Fee Schedules

**Table 1 –Required Bidder Resources**

Resource Category	FIXED/FIRM ALL-INCLUSIVE PER DIEM RATES (CAN\$)							Weighted Average Per Diem Rate (H) (F * G)
	SOA AWARD to end of Year 1 (A)	Year 2 (B)	Year 3 (C)	Option Year 1 (D)	Option Year 2 (E)	Average Per Diem Rates (F) [(A+B+C+D+E)/5]	Weighting Factor (G)	
A.1 Principal Consultant	\$	\$	\$	\$	\$	\$	0.30	\$
B.1 Senior Consultant	\$	\$	\$	\$	\$	\$	0.25	\$
C.1 Consultant	\$	\$	\$	\$	\$	\$	0.20	\$
D.1 Junior Consultant	\$	\$	\$	\$	\$	\$	0.15	\$
E.1 Administrative Support	\$	\$	\$	\$	\$	\$	0.10	\$
<b>SUM WEIGHTED AVERAGE PER DIEM RATE (I)</b> <b>I = ΣH</b>								\$

*The services of the Contractor Representative shall be provided at no additional cost or expense to DIAND.*

**Table 2 – Optional Resource Categories (if proposed):**

Bidder should provide per-diem rates even if resources are not proposed at this time. The Optional Resource Categories in which no per-diem rates are provided, the SOA holder would not be eligible to add, at a later date, additional qualified resources in the Optional Service Category.

Resource Category	PER DIEM RATES (CAD\$) SOA AWARD to end of Year 1	PER DIEM RATES (CAD\$) Year 2	PER DIEM RATES (CAD\$) Year 3	PER DIEM RATES (CAD\$) Option Year 1	PER DIEM RATES (CAD\$) Option Year 2
Subject Matter Expert – Senior Consultant	\$	\$	\$	\$	\$
Subject Matter Expert – Consultant	\$	\$	\$	\$	\$

**The rates indicated in Table 2 will NOT be included in the overall financial evaluation.**

## SELECTION AND EVALUATION CRITERIA

### 4.0 Financial Evaluation

- 4.1 Within each Required Resource Category (Table 1), the firm all-inclusive *per diem* rates for each SOA Year including the Option Years (A-E) will be averaged to derive the Average rate per Resource Category (F).
- 4.2 That Average rate per Resource Category will be multiplied by the Weight Factor (G) to derive a Weighted Average rate per Resource Category (H).
- 4.3 Across the Required Resource Categories, the Weighted Average rates per Resource Category will be summed to derive the SUM WEIGHTED AVERAGE PER DIEM RATE (I) for the Bidder's firm all-inclusive *per diem* rates quoted.
- 4.4. Full points (20/20) will be awarded to the Bidder with the lowest SUM WEIGHTED AVERAGE PER DIEM RATE. Fewer points will be awarded to all other Bidders based on the percentage differential of their SUM WEIGHTED AVERAGE PER DIEM RATE from that of the Bidder with the lowest SUM WEIGHTED AVERAGE PER DIEM RATE.
- 4.5 The calculation used to determine points for all other Bidders (other than the lowest) will be as follows:

$$\frac{\text{Lowest SUM WEIGHTED AVERAGE PER DIEM RATE (\$)}}{\text{Bidder's SUM WEIGHTED AVERAGE PER DIEM RATE (\$)}} \times 20 \text{ points} = \text{Financial Score}$$

### 5.0 Price Support

- 5.1 DIAND reserves the right to request price support from Bidders following the Technical Evaluation. Acceptable price support is one or more of the following:
  - a) a current published price list indicating the percentage discount available; or
  - b) paid invoices for like services sold to other customers; or
  - c) a most favoured customer price certification statement.

## SELECTION AND EVALUATION CRITERIA

### 6.0 BASIS OF SELECTION

- 6.1 Only compliant Proposals will be considered.
- 6.2 Only Proposals that have met all Mandatory Requirements, and have achieved or exceeded the required minimum scores for the Point-Rated Criteria will be considered. All Proposals will be rated on technical acceptability before price is considered.
- 6.3 A Standing Offer Agreement will be awarded based on a determination of **Best Value** taking into account both the technical merit of the Proposals and the Financial Evaluation. To arrive at an overall score achieved by a Bidder, technical merit will be valued at 80% of the Proposal and price will be valued at 20% of the Proposal.
- 6.4 The Bidder(s) will be selected on the basis of the highest combined rating of technical merit and price:

$\frac{\text{Bidder's Technical Score}}{\text{Total Available Points}}$	x 80	= Prorated Technical Score
$\frac{\text{Lowest Sum Weighted Average Per Diem Rate}}{\text{Bidder's Sum Weighted Average Per Diem Rate}}$	x 20	= Financial Score
<b>Total Score</b>		= /100

- 6.5 DIAND intends to award up to one (1) Standing Offer Agreement as a result of this solicitation to the Bidders representing Best Value, as determined in accordance with the Selection and Evaluation Criteria of this RFP. **Best Value shall be defined as the highest Total Scores.**
- 6.6 Under companion solicitation No. 1000163364 DIAND intends to Award up to two (2) competitively awarded SOAs.
- 6.7 In the event the required number of Awards is not attained as a result of that process, DIAND reserves the right to Award up to an additional two (2) SOAs pursuant to this process, for a total of three (3) SOAs.
- 6.8 In the event that more than one (1) Proposal receives the same Total Score, of those Proposals, the Proposal with the higher Financial Score will be considered to represent Best Value.
- 6.9 DIAND reserves the right to refuse any and all Proposals received in response to this RFP, without incurring any obligation to any Bidder having responded. DIAND reserves the right to award a Standing Offer Agreement to the compliant Bidder that best meets the requirements, as described above, without incurring any obligation to any other Bidders having responded to this RFP.

## **ARTICLES OF AGREEMENT STANDING OFFER AGREEMENT**

**Standing Offer Agreement Number** 1000162739

**File Number** 1632-11/1000162739

**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
  - 1.1.7 The document attached hereto as Appendix "F" and titled "Security Requirement Checklist", referred to herein as the Security Requirement Checklist.
- 1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

**ARTICLES OF AGREEMENT  
STANDING OFFER AGREEMENT**

**A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK**

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

**A3 STANDING OFFER AGREEMENT AMOUNT**

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

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

3.1.2 a sum not to exceed **(to be identified at SOA award)**.

**A4 APPROPRIATE LAW**

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

**A5 DEPARTMENTAL REPRESENTATIVE**

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

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

**SIGNED, SEALED AND DELIVERED**

by \_\_\_\_\_ [Signing Authority Name] , [Signing Authority Title]

in the presence of \_\_\_\_\_

Date \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**

by \_\_\_\_\_ the Contractor

in the presence of \_\_\_\_\_

Date \_\_\_\_\_



**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 CERTIFICATION - CONTINGENCY FEES**

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 In this section:
- 7.4.1 "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.
- 7.4.2 "employee" means a person with whom the Contractor has an employer/employee relationship.
- 7.4.3 "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.

**SC8 FORMER PUBLIC SERVANTS**

- 8.1 It is a term of the Contract:
- 8.1.1 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;
- 8.1.2 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

**APPENDIX "B"****SUPPLEMENTARY CONDITIONS**

8.1.3 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.

**SC9 STANDING OFFER**

- 9.1 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.
- 9.2 Any call for service, as described in the Statement of Work, shall be initiated by means of a call-up document.
- 9.3 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.
- 9.4 Sub-contracting shall not be allowed under any call-up without the prior written approval of the Departmental Representative.

**SC10 INTELLECTUAL PROPERTY**

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

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

- 11.1 The Contractor's GST/HST number is to be identified at SOA award

**SC12 PERSONNEL REPLACEMENT AND SUBSTITUTIONS**

- 12.1 The Contractor shall provide the services of the personnel named in their proposal to perform the Work, unless the Contractor is unable to do so for reasons beyond his/her control.
- 12.2 Should the Contractor at any time be unable to provide the services of the resource(s) named in their proposal, the Contractor shall be responsible for providing replacement personnel at the same cost, who shall be of similar or greater ability or attainment, and whom shall be acceptable to the DIAND Departmental Representative.
- 12.3 In advance of the date upon which any replacement resources are to commence work, the Contractor shall notify the DIAND Departmental Representative, in writing, of the reason for the unavailability of their named resource(s). The Contractor shall then provide to the DIAND Departmental Representative the name(s) and detailed curriculum vitae (c.v.) of the qualifications and experience of the proposed replacement resource(s).
- 12.4 As applicable, proposed replacement resources will be evaluated by DIAND on the basis of the evaluation criteria included within the Request for Proposals document(s). Proposed replacement resources must receive the same or higher score on the point-rated criteria as the resource whom they are proposed to replace. Should the proposed replacement resource(s) not meet or exceed the ability/attainment of the resource(s) whom they are proposed to replace, DIAND reserves the right to refuse the proposed replacement resource(s).
- 12.5 Under no circumstances shall the Contractor allow performance of the services by replacement resources that have not been duly authorized by the DIAND Departmental Representative.

**APPENDIX "B"****SUPPLEMENTARY CONDITIONS**

12.6 DIAND reserves the right to direct the Contractor to undertake replacements of his or her personnel should deployed Contractor personnel not meet (in DIAND's exclusive opinion) the Department's skills and abilities expectations. Contractor personnel substitutions made by the Contractor may only be undertaken with the express and prior written authorization of the DIAND Departmental Representative.

12.7 In any event that the Contractor is unable to provide the services of a resource that is of similar or greater ability or attainment and is acceptable to the DIAND Departmental Representative, DIAND reserves the right to terminate the Standing Offer Agreement.

**SC13 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE**

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

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

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

**SC14 OPTION TO EXTEND STANDING OFFER AGREEMENT**

14.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by two (2) additional one (1) year periods under the same terms and conditions.

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 Standing Offer Agreement expiry date.

14.3 The Contractor agrees that, during the extended period the Standing Offer Agreement, the rates/prices will be in accordance with the provisions of the Standing Offer Agreement.



**APPENDIX "B"****SUPPLEMENTARY CONDITIONS****SC15 SECURITY CLAUSES****SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:  
PWGSC FILE # 1000162739**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Facility Security Clearance** at the level of **SECRET**, with approved **Document Safeguarding** at the level of **PROTECTED B**, Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED/CLASSIFIED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security screening at the level of **SECRET**, granted or approved by the CISD, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT HAVE ACCESS** to (CLASSIFIED/PROTECTED) information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an **escort**.
3. The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store any sensitive **PROTECTED/CLASSIFIED** information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **PROTECTED B** (and an **IT Link** at the level of **B**).
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex \_\_\_\_\_;
  - (b) *Industrial Security Manual* (Latest Edition).

**APPENDIX "C"**  
**TERMS OF PAYMENT**

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

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

Maximum Authorized Fees

<b>Resource Category</b>	<b>PER DIEM RATES (CAD\$) SOA AWARD to end of Year 1</b>	<b>PER DIEM RATES (CAD\$) Year 2</b>	<b>PER DIEM RATES (CAD\$) Year 3</b>	<b>PER DIEM RATES (CAD\$) Option Year 1</b>	<b>PER DIEM RATES (CAD\$) Option Year 2</b>
A.1 Principal Consultant	\$	\$	\$	\$	\$
B.1 Senior Consultant	\$	\$	\$	\$	\$
C.1 Consultant	\$	\$	\$	\$	\$
D.1 Junior Consultant	\$	\$	\$	\$	\$
E.1 Administrative Support	\$	\$	\$	\$	\$

**Table 2 – Optional Resource Categories (if proposed):**

<b>Resource Category</b>	<b>PER DIEM RATES (CAD\$) SOA AWARD to end of Year 1</b>	<b>PER DIEM RATES (CAD\$) Year 2</b>	<b>PER DIEM RATES (CAD\$) Year 3</b>	<b>PER DIEM RATES (CAD\$) Option Year 1</b>	<b>PER DIEM RATES (CAD\$) Option Year 2</b>
Subject Matter Expert – Senior Consultant	\$	\$	\$	\$	\$
Subject Matter Expert – Consultant	\$	\$	\$	\$	\$

\$0.00/day to a maximum of 0 days.....**\$0.00**

**APPENDIX "C"**

**TERMS OF PAYMENT**

Miscellaneous expenses directly related to the work under this agreement as may be authorized by the Departmental Representative, reimbursed at cost, without mark-up, upon submission and acceptance of invoices and/or a Statement of Expenses, to a maximum amount of.....**\$0.00**

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

Maximum Authorized Amount for Fees and Expenses .....**\$0.00**

Maximum GST/HST Payable.....**\$0.00**

**Total Maximum Authorized Standing Offer Agreement Value .....\$0.00**

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

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

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

**TP5 For Standing Offer Agreements with travel expense provisions in TP1 of the Terms of Payment:** The travel and accommodation expenses shall not exceed the charges allowed in the current issue of the Treasury Board Travel Directive as set out in the attached "Travel Expenses Information". These expenses shall be substantiated to the satisfaction of the Departmental Representative with the supporting documents required by the said Directive.

**TP6 For Standing Offer Agreements with miscellaneous and travel expense provisions in TP1 of the Terms of Payment:** The respective allowances for miscellaneous expenses and for travel expenses are estimates only, and where the cumulative expenses incurred under one of these two allowances exhaust and thereafter exceed the stated maximum, the overage may be paid out of the balance of funds remaining in the other allowance.

Notwithstanding the foregoing, the Contractor must, in advance of the required draw against the other allowance, advise the Departmental Representative and obtain his/her concurrence that the expenses requiring this action are necessary to the conduct of the work. All such expenses must be substantiated by receipts or statement of expenses in accordance with the instructions set out herein.

**TP7** Payments in accordance with the Terms of Payment herein will be made to the Contractor upon receipt of invoices therefor approved by the Departmental Representative for satisfactory performance of this agreement. It is understood and agreed that the Departmental Representative shall be the final judge concerning the quality and acceptability of the work.

**TP8** Payment will be issued to the Contractor 30 days after the work (or part thereof, where provided for under TP1) is satisfactorily completed and an invoice received therefor. Where payment is not made within the 30 day payment period, and where the government is responsible for the delay, interest will be paid on the invoice amount at the Bank of Canada rate in effect on the date on which the amount is paid, plus 3%.

**APPENDIX "C"****TERMS OF PAYMENT**

**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.

**12.2 Invoicing Instructions**

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

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

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

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### **TERMS OF PAYMENT**

- 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.

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**SW1.0 TITLE**

Department of Indian Affairs and Northern Development, Northern Affairs Organization, Northern Contaminated Sites Program – Strategic Program Management Services Standing Offer Agreement.

**SW2.0 BACKGROUND**

The responsibility of the Department of Indian Affairs and Northern Development's (DIAND) Minister, to the North, as mandated by the *DIAND Act*, is met primarily through the programs and services of the Northern Affairs Organization. The Organization supports two main goals:

- i) supporting northern political and economic development through the management of federal interests; and
- ii) promoting sustainable development of the North's natural resources and northern communities.

A major component of the fulfilment of both these goals is the addressing of sites in the North, on Crown lands, which have become contaminated.

Since 1991, the Northern Affairs Organization has been managing northern federal contaminated sites. Its Northern Contaminated Sites Program (NCSP) has the objective to manage these sites to mitigate the effects of contamination on both human populations and the environment. This includes a focus on environmental and human health and safety. The operation of the NCSP is governed by DIAND's Contaminated Sites Management Policy (August 2002). Within the purview of this Program, DIAND carries out a variety of projects in the North, including environmental assessment, monitoring, and remediation. The NCSP is responsible for a large number of large contaminated sites, including as examples Giant Mine (in Yellowknife, Northwest Territories) and Faro Mine (in Faro, Yukon).

To support the initiatives of the NCSP and due to the potentially strong negative impact these areas may pose to human and environmental well-being, the Department has recognized a need to acquire external resources and expertise to support the Program's mandate and assist DIAND in evolving its abilities to meet its current and future program challenges in a proactive and strategic manner. DIAND requires the services of qualified resources within Headquarters and its Regions to provide strategic advisory and management support services to assist NCSP in furthering the management of its projects at an enterprise level. This includes coaching NCSP to further its capacity for managing projects from a portfolio perspective, and actively transferring this knowledge to internal NCSP resources to foster best practices in these and related areas.

**SW3.0 OBJECTIVE**

- 3.1 The NCSP is seeking to establish competitively awarded Standing Offer Agreements (SOAs) with professional SOA Holders to acquire access to qualified resources capable of providing on-going Strategic Program Management Services. The qualified suppliers, subject to any resultant Call-up(s), shall provide

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the services described herein, to both NCSP Headquarters and its Regional locations, with most services being provided *in situ*, as and when required.

- 3.2 The qualified suppliers are required to support and enhance the internal implementation of a strategic portfolio management approach to the overall governance and management of DIAND program direction in order to facilitate improved decision-making and better integrate the needs and priorities of multiple, on-going projects and program initiatives, in alignment with over-arching departmental objectives. This includes supporting alignment of practice with the Major Project Management Office’s standards within specific projects.
- 3.2.1 NCSP requires that the SOA Holder provide service delivery that enables seamless continuation of existing NCSP Program-level activities in line with commitments to central agencies.
- 3.2.2 Specific project objectives will be contained within any resulting Call-up(s).

**SW4.0 ESTIMATED VALUE**

- 4.1 The total estimated value of all anticipated call-ups across the duration of this SOA is anticipated to not exceed \$2 million (CAD) per Standing Offer Agreement Holder (SOA Holder).
- 4.2 The value of individual work requirements will be specified in any resulting Call-up(s).

**SW5.0 DEFINITIONS AND APPLICABLE DOCUMENTS**

- 5.1 The following list of terms and acronyms is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this Statement of Work.

Term/Acronym	Definition
<b>Call-up</b>	Under a valid SOA, a document prepared by DIAND and issued by the Contracting Authority to the SOA Holder to proceed with the required work; and which will contain requirements for the provision of said services, which will be consistent with the SOW, and may consist of any combination of the required services listed in Section SW7.0 Scope of Work.
<b>CLCA</b>	Comprehensive Land Claims Agreement. These Agreements are negotiated in areas of the country where Aboriginal rights and title have not been addressed by treaty or through other legal means. These agreements are modern-day treaties between Aboriginal claimant groups, Canada and the relevant province or territory. While each one is unique, these agreements usually include such elements as land ownership, money, wildlife harvesting rights, participation in land, resource, water, wildlife and environmental management as well as measures to promote economic development and protect Aboriginal culture. Many agreements also include provisions relating to Aboriginal self-government.

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Term/Acronym	Definition
<b>Contracting Authority</b>	The Contracting Authority will be the sole authority on behalf of Canada for the administration and management of this SOA. Any changes to the SOA shall be authorized in writing by the Contracting Authority. The SOA Holder is not to perform work in excess of or outside the scope of the SOA based on written requests from any government personnel other than the Contracting Authority.
<b>DIAND</b>	Department of Indian Affairs and Northern Development.
<b>EPA</b>	Effective Project Approval
<b>Financial management</b>	<p>Financial management activities include those of planning, budgeting, accounting, reporting, control, oversight, analysis, decision support/advice, and financial systems. Internal controls relating to financial management also address control objectives and performance expectations as set out in the Financial Management Policy Framework and related policies, directives, and standards.</p> <p><i>Financial management internal controls</i> are a sub-set of the broader departmental system of internal controls dealing with effectiveness and efficiency of programs, operations and resource management, including safeguarding of assets.</p> <p><i>(Definition taken from TB Policy on Internal Control, Appendix A Definitions:</i> <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15258&amp;section=text">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15258&amp;section=text</a> )</p>
<b>GoC</b>	Government of Canada.
<b>Governance Model</b>	The practices, responsibilities and structures that an organization uses to direct and manage its general operations and program activities, to ensure accomplishment of the organizational mission.
<b>Governance structure</b>	<p>Any organizational structure or formal governance process used to select which projects receive funding and approval to proceed.</p> <p><i>(Definition taken from Guide to Using the Organizational Project Management Capacity Assessment Tool, Glossary of Terms:</i> <a href="http://www.tbs-sct.gc.ca/pm-gp/doc/ompcag-ecogpg/ompcag-ecogpg09-eng.asp">http://www.tbs-sct.gc.ca/pm-gp/doc/ompcag-ecogpg/ompcag-ecogpg09-eng.asp</a> )</p>



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Term/Acronym	Definition
<b>Internal controls</b>	<p>A set of means that organizations put in place to mitigate risks and provide reasonable assurance in the following broad categories:</p> <ul style="list-style-type: none"> <li>▪ The effectiveness and efficiency of programs, operations and resource management, including safeguarding of assets;</li> <li>▪ The reliability of financial reporting; and</li> <li>▪ Compliance with legislation, regulations, policies and delegated authorities.</li> </ul> <p>In practice, the set of means that represent internal controls can include those elements of an organization such as its resources, systems, processes, culture, structure and tasks that, taken together, support people in managing risks in order to achieve an organization's objectives.</p> <p><i>(Definition taken from TB Policy on Internal Control, Appendix A Definitions:</i> <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15258&amp;section=text">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15258&amp;section=text</a> )</p>
<b>Isolated Post</b>	<p>An Isolated Post designation may be given to a remote location of service, determined by geographic locality, accessibility, and/or resident population. (Refer to Part V of the Isolated Posts and Government Housing Directive (2003) for criteria determining the designation of an area as an Isolated Post at <a href="http://www.njc-cnm.gc.ca/directive/index.php?did=4&amp;lang=eng">http://www.njc-cnm.gc.ca/directive/index.php?did=4&amp;lang=eng</a> ).</p>
<b>Key Performance Indicators</b>	<p>Financial and non-financial metrics used to help an organization define and measure progress toward organizational goals.</p>
<b>NCSP</b>	<p>Northern Contaminated Sites Program.</p>
<b>Performance Measurement</b>	<p>The qualitative or quantitative means of measuring an output or outcome, whereby an organization establishes the parameters within which programs, investments, and acquisitions are reaching the desired results. Quantitative performance measures are composed of a number and a unit. The number provides the magnitude (how much) and the unit gives the number its meaning (what). e.g. number of written complaints received.</p>
<b>Program</b>	<p>Is any group of resources and activities, and their related direct outputs, undertaken pursuant to a given objective or set of related objectives and administered by a department or agency of the government. Distinguished from a project, which has a specific objective, activity, beginning and end, a program may include various projects at various times.</p> <p><i>(Definition taken from TB Policy on the Management of Priojects, section 4. Definitions:</i> <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18229&amp;section=text">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18229&amp;section=text</a> )</p>

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Term/Acronym	Definition
<p><b>Program Alignment Architecture (PAA)</b></p>	<p>A hierarchy of activities that support departmental strategic objectives. Activities in the hierarchy are linked to expected results or, in the case of actual programs, are described as outputs. Final program outcomes are linked to departmental strategic objectives. Activities at the lowest level are linked to cost accounts, enabling an organization to roll up costs based on activity groupings.</p> <p>A PAA is one of three elements that make up an organization's <b>Management Results and Reporting Structure</b>, the other two being governance and strategic objectives.</p> <p><i>(Definition taken from Guide to Using the Organizational Project Management Capacity Assessment Tool, Glossary of Terms:</i> <a href="http://www.tbs-sct.gc.ca/pm-gp/doc/ompcag-ecogpg/ompcag-ecogpg09-eng.asp">http://www.tbs-sct.gc.ca/pm-gp/doc/ompcag-ecogpg/ompcag-ecogpg09-eng.asp</a> )</p>
<p><b>Project Authority</b></p>	<p>The officer or employee of DIAND who is authorized by the Minister to perform any of the Project Authority's functions as described in the Articles of Agreement. The Project Authority or his/her delegate is responsible for all matters concerning the technical content of the work against the SOA and any authorized Call-up(s).</p>
<p><b>Project Controls</b></p>	<p>A methodology for planning, monitoring, adjusting and controlling a series of interrelated activities to achieve a defined objective, while dealing with constraints on budget, time resources, and technology.</p>
<p><b>Project Management Information System (PMIS)</b></p>	<p>A class or type of system that contains the information essential to initiating, planning, executing and closing a project. It supports the organizational information system because it provides relevant, accurate and timely information. A PMIS should contain the following elements:</p> <ul style="list-style-type: none"> <li>▪ A systematic process for depicting the qualitative goals;</li> <li>▪ Interdependencies and time-sensitive information within a project;</li> <li>▪ Cost-control monitoring that integrates with the work breakdown structure to keep track of funds and costs associated with work packages;</li> <li>▪ Work authorization and control to provide the basis for releasing work orders; and</li> <li>▪ Control of changes:                         <ul style="list-style-type: none"> <li>▪ Identifies changes as they occur;</li> <li>▪ Reveals their consequences;</li> <li>▪ Permits managerial analysis;</li> <li>▪ Communicates changes to all impacted parties;</li> <li>▪ Specifies policy for minimizing conflicts;</li> <li>▪ Ensures that the project team implements approved changes; and</li> <li>▪ Periodically reports on all changes.</li> </ul> </li> </ul> <p>A PMIS could also include:</p>

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Term/Acronym	Definition
	<ul style="list-style-type: none"> <li>▪ Resource management;</li> <li>▪ Inventory control; and</li> <li>▪ Document management.</li> </ul> <p>A PMIS could use Microsoft Project, but use of this software in and of itself does not constitute having a PMIS.</p> <p><i>(Definition taken from Guide to Using the Organizational Project Management Capacity Assessment Tool, Glossary of Terms:</i> <a href="http://www.tbs-sct.gc.ca/pm-gp/doc/ompcag-ecogpg/ompcag-ecogpg09-eng.asp">http://www.tbs-sct.gc.ca/pm-gp/doc/ompcag-ecogpg/ompcag-ecogpg09-eng.asp</a> )</p>
<b>Project management office (PMO)</b>	<p>Is responsible for establishing, maintaining and enforcing project management processes, procedures, and standards within the organization.</p> <p>A project office is a function that supports the project manager with project planning and control activities such as management of schedule, cost, risks, information and communication. On small projects these functions may be done by a single person; on larger projects, a team may be required.</p> <p><i>(Definition taken from Guide to Using the Organizational Project Management Capacity Assessment Tool, Glossary of Terms:</i> <a href="http://www.tbs-sct.gc.ca/pm-gp/doc/ompcag-ecogpg/ompcag-ecogpg09-eng.asp">http://www.tbs-sct.gc.ca/pm-gp/doc/ompcag-ecogpg/ompcag-ecogpg09-eng.asp</a> )</p>
<b>PPA</b>	Preliminary Project Approval
<b>Project Portfolio Management</b>	<p>The practice of taking a more integrated and top-down approach to managing all project-intensive work and resources across an enterprise, in order to achieve the transparency of performance needed by senior management to monitor progress against the organization's strategic plan.</p> <p>Each project, regardless of its size, is integrated within the departmental and branch governance reporting, review and approval structure. The intention is to ensure that an enterprise focus is implemented across the entire portfolio of departmental and branch projects. Portfolio management matches specific project initiatives to strategic objectives and business needs.</p>
<b>SOA Holder</b>	The qualified supplier awarded an SOA pursuant to the competitive selection process.
<b>SOW</b>	Statement of Work.

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Term/Acronym	Definition
<b>Standing Offer Agreement (SOA)</b>	An overarching agreement between DIAND and a qualified supplier to provide services on an as-and-when-required basis. An SOA does not constitute a Contract. Individual service requirements will be initiated via a Call-up document duly authorized by the Contracting Authority. Upon acceptance of the Call-up by the SOA Holder, the Call-up forms a binding contractual commitment.
<b>TB</b>	Treasury Board of Canada Secretariat

- 5.2 In addition to any provisions contained within the SOA, the following websites may provide further useful information to the SOA Holder in determining the context of this requirement, as well as its size and scope:
- 5.2.1 Federal Contaminated Sites:  
<http://www.federalcontaminatedsites.gc.ca/default.asp?lang=En>
  - 5.2.2 Contaminated Sites Management Policy:  
<http://www.aadnc-aandc.gc.ca/eng/1100100034643/1100100034644>.
  - 5.2.3 Northern Contaminated Sites Program:  
<http://www.aadnc-aandc.gc.ca/eng/1100100035301/1100100035302>
  - 5.2.4 AANDC Program Alignment Architecture 2013-14  
<http://www.aadnc-aandc.gc.ca/eng/1363096024138/1363096043317>
  - 5.3 Additional information that will inform the outputs of the SOA Holder’s work on applicable federal legislation, Treasury Board of Canada policy and guidance can be found at the following websites:
    - 5.3.1 Treasury Board (TB) Policy on the Management of Projects:  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18229&section=text>
    - 5.3.2 TB Policy on Evaluation:  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15024>
    - 5.3.3 TB Policy on Management, Resources, and Results Structures:  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18218>
    - 5.3.4 TB Results-Based Management Accountability Framework Guide:  
<http://www.tbs-sct.gc.ca/cee/tools-outils/rmaf-cgrr/guide01-eng.asp>
    - 5.3.5 <http://publications.gc.ca/site/eng/335539/publication.html> Assessing Program Resource Utilization When Evaluating Federal Programs  
<http://www.tbs-sct.gc.ca/cee/pubs/ci5-qf5/ci5-qf5tb-eng.asp>
    - 5.3.6 Supporting Effective Evaluations: A Guide to Developing Performance Measurement Strategies  
<http://www.tbs-sct.gc.ca/cee/dpms-esmr/dpms-esmr00-eng.asp>

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**SW6.0 BUSINESS AND TECHNICAL ENVIRONMENT**

- 6.1 DIAND's regular operating hours in the NCR and Regional Offices are Monday to Friday, 8 a.m. to 5 p.m., local time.
- 6.2 All reports and document-based deliverables under any resultant Call-up shall be provided in a format compatible with DIAND's standard desktop processing software, currently, Microsoft Office Suite (Word, Excel, Outlook and PowerPoint) and (where applicable) MS Project. Other required software formats will be specified in any resulting Call-up(s).

**SW7.0 SCOPE OF WORK**

- 7.1 The SOA Holder shall provide "as-and-when requested" Strategic Program Management Services including subject matter expertise, advice, guidance and implementation support that build upon existing approaches and assist NCSP project managers *in situ* to foster a strategic portfolio management approach to the NCSP program and its related initiatives in order to facilitate improved decision-making and better integrate the needs and priorities of multiple, on-going projects in alignment with departmental objectives.
- 7.2 As described in any resultant Call-up(s), the SOA Holder shall provide the Department with any combination of Strategic Program Management Services, such as, but not necessarily limited to:
- 7.2.1 Review, advice, analysis, recommendations and implementation support for program or project-specific governance structures (including organizational forms, improvement and administration), resourcing (including levels and skill sets required), and accountabilities;
- 7.2.2 NCSP program risk management, including:
- a) Identification of risks and strategic issues, establishment of frameworks, and facilitation of collaborative management in consultation with NCSP stakeholders;
  - b) Advice on risks associated with NCSP's programs, initiatives and operations in accordance with the TBS Framework on the Management of Risk (2010) and Guide to Integrated Risk Management (2011), taking into account an organization-wide approach to Risk Management within NCSP, in addition to broader Departmental and GoC-wide Risk Management approaches;
- 7.2.3 Subject matter expertise on matters such as life cycle based project delivery models, stage gate progress and performance review processes, uncertainty planning and control, contingency and reserve estimating;
- 7.2.4 Analysis of the application of Treasury Board policies and other related policies, and development and implementation of policy and program management strategies for NCSP;
- 7.2.5 Assistance with the establishment, implementation and maintenance of internal controls and procedures to ensure compliance with applicable regulatory acts (including, but not limited to: environmental, health and safety, privacy, etc.);
- 7.2.6 Facilitation, coaching and knowledge transfer services to support NCSP program initiatives and development of associated educational or informational toolsets, including:

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- a) Advice on the establishment of processes, relationships and institutions through which program stakeholders exercise authority, articulate their interests, exercise their rights and obligations, mediate their differences, enforce compliance and work collaboratively to respond to collective problems;
  - b) Advice on the preparation and implementation of stakeholder engagement and consultation strategies to support departmental, sector and program priorities and initiatives;
  - c) Facilitation, in situ coaching and knowledge transfer services to NCSP employees to promote an understanding of the Program's procedures, management systems, objectives and initiatives;
  - d) Assistance in developing and updating the guidance material for internal programs and initiatives and related NCSP tools;
  - e) Support in the preparation of various learning or usage materials to support the implementation of program management systems;
- 7.2.7 Support, guidance and advice in preparation for audits and/or evaluations, including decision-making support before or during an audit;
- 7.2.8 Data and information management services to provide timely and accurate program-related information for planning, monitoring, performance assessment, reporting, evaluation/audit and effective management of program resources;
- 7.2.9 Cost/benefit and decision analysis of current and anticipated internal programs and initiatives and long-term funding and service delivery options for NCSP programs and internal initiatives;
- 7.2.10 Strategic planning and management services, including performance measurement services. This may include, but is not limited to:
- a) advice, subject matter expertise, and guidance, at the program or project level, involving the systematic identification, tracking, analysis, and reporting of performance indicators and other key data;
  - b) support, guidance and advice in preparation of program reporting documents (performance reporting);
  - c) advice and guidance in the implementation of management control frameworks, in support of financial, contracting, human resources, and specific business processes;
  - d) support, guidance and advice in preparation of departmental and/or federal government decision and approval documents (such as components of Treasury Board Submissions, Memoranda to Cabinet);
- 7.2.11 Other related Strategic Program Management Services.

**SW8.0 DELIVERABLES**

- 8.1 The SOA Holder shall provide any Deliverables in accordance within the Scope of Work above, as required, and as specified in any resultant Call-up(s). These may include, but are not limited to:
- 8.1.1 Program assessment criteria, monitoring frameworks and related reporting tools;
  - 8.1.2 Strategic issues papers, management framework documents, strategies and plans;

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- 8.1.3 Performance Measurement frameworks;
  - 8.1.4 Policy and/or issue advice, interpretation and guidance;
  - 8.1.5 Plans and Reports;
  - 8.1.6 Presentations;
  - 8.1.7 Reviews, written advice and recommendations; and
  - 8.1.8 Coaching, training and mentoring and related instructional aides.
- 8.2 The scope of work as specified in any resultant Call-up(s) shall identify the particular deliverable(s), timelines, and other relevant areas of consideration that are required.
- 8.3 All Deliverables shall be in hard-copy, electronic, or both, as required and as identified by the Project Authority in any resultant Call-up(s). Any and all electronic deliverables must be compatible with the departmental software standards, as described in section SW6.0.

**SW9.0 RESOURCE REQUIREMENTS**

**9.1 Resource Categories**

- 9.1.1 The following five (5) categories of SOA Holder resources will be **required** in the provision of services related to the SOA:
- a) Principal Consultant (“core team”);
  - b) Senior Consultant (“core team”);
  - c) Consultant (“core team”);
  - d) Junior Consultant (“core team”); and
  - e) Administrative Support.
    - i) The Administrative Support role anticipates the following types of tasks: serving as the information and communication manager for projects; assembling materials; planning and scheduling meetings and appointments; organizing and maintaining paper and electronic files; conducting research; and handling travel and guest arrangements.
- 9.1.2 In addition to the “core team” of SOA Holder resources (as defined in section 9.1.1 a through d above), the following resource categories represents an area of additional (optional) capacity offered by the SOA Holder:
- a) Senior Consultant – Subject Matter Expert; and
  - b) Consultant – Subject Matter Expert.
- 9.1.3 Refer to the section 9.3 below (Qualification Standards) for a description of the minimum qualifications associated with each of these resource categories.

**9.2 SOA Holder Resource List**

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9.2.1 For the provision of Services to DIAND, the SOA Holder shall provide access to qualified resources from the SOA Holder’s Resource List, as accepted by DIAND.

9.2.2 The Resource List may be updated upon written authorization from DIAND, to reflect additions or deletions and to update qualification information. Additions to the List will be vetted against the Qualification Standards for the Resource Category in which they are provided, as identified below

9.2.3 Where the SOA Holder has additional qualified Resources that align with the Optional Resource Categories (see 9.1.2 and qualifications in 9.3 below), the SOA Holder may also include these additional levels of resources, as necessary to complete the work as described in the Call-up.

**9.3 Qualification Standards**

9.3.1 SOA Holder’s Resources shall meet or exceed the minimum qualifications for the Resource Category in which they are put forward as stated below.

9.3.2 Resources may not be assigned to more than one (1) Resource Category.

<b>Resource / Group Category</b>	<b>Minimum Qualifications</b>
<p>The definition of a “work summary” for the purposes of demonstrating a proposed resource’s work experience is as follows:</p> <p><i>The work has a beginning and an end date and delivers a result. The work described must be a minimum of six (6) months in length.</i></p> <p>While resource work experience gained as part of a large client initiative or integrated undertaking (“Project”) may address more than one (1) subject area of experience (as noted below), in order to have this experience be considered as relevant against each subject area, the work must be identified as a discrete client undertaking under the overall work (i.e. with specific defined deliverable(s)) and must be clearly identified within the scope of the larger undertaking.</p>	
<p>In addition to the resource-category specific qualifications, as described below, the following represent collective qualifications that are required at the “team” level as follows:</p>	
<b>Collective or “Team” Qualifications</b>	<p>a) At least one (1) resource on the SOA Holder’s “core team” of resources (i.e. any one of the Principal Consultant, Senior Consultant, Consultant or Junior Consultant) must have a <b>Masters of Business Administration (MBA)</b>.</p> <p>b) At least one (1) resource on the SOA Holder’s “core team” of resources must hold a current <b>Project Management Professional (PMP)</b> certification.</p> <p>c) At least one (1) resource on the SOA Holder’s “core team” of resources must have experience in at least one (1) project that demonstrates <b>knowledge of Aboriginal issues in Northern Canada including Comprehensive Land Claims Agreements (CLCAs)</b>.</p>



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<b>Resource / Group Category</b>	<b>Minimum Qualifications</b>
	<p>d) At least one (1) resource on the SOA Holder's "core team" of resources must have a specialization in <b>Internal Controls</b>, as described below.</p> <p>e) At least one (1) resource on the SOA Holder's "core team" of resources must have a specialization in <b>Performance Measurement</b>, as described below.</p>
<b>Internal Controls Area of Specialization</b>	<p>a) At least one (1) resource on the SOA Holder's "core team" of resources must have a specialization in <b>Internal Controls</b>, as follows:</p> <ol style="list-style-type: none"> <li>1) Must demonstrate at least <b>three (3)</b> years of financial management or project / program controls expertise in a Public Sector context, similar and relevant to the Scope of Work (sections 7.2.1-7.2.10).</li> <li>2) Must demonstrate relevant <b>Canadian Public Sector understanding</b> and knowledge, as evidenced by one (1) or more resource work experience summaries that demonstrate <b>at least two (2)</b> of the following areas:               <ol style="list-style-type: none"> <li>i. Project Controls, specific to large scale (i.e. departmental or program-wide), high dollar value (i.e. valued at \$50 Million or higher - for a portfolio of projects cumulatively) initiatives;</li> <li>ii. Business case development, specific to large scale (i.e. departmental or program-wide), high dollar value (i.e. valued at \$50 Million or higher - whether a single project or a portfolio of projects cumulatively) initiatives;</li> <li>iii. Federal approval and expenditure management processes (e.g. Preliminary Project Approval (PPA), Effective Project Approval (EPA), Policy on the Management of Projects etc.);and</li> <li>iv. Financial risk management.</li> </ol> </li> </ol>
<b>Performance Measurement Area of Specialization</b>	<p>a) At least one (1) resource on the SOA Holder's "core team" of resources must have a specialization in <b>Performance Measurement</b>, as follows:</p> <ol style="list-style-type: none"> <li>1) Must demonstrate at least <b>three (3)</b> years of work experience developing, implementing and advising on Performance Measurement of large scale (i.e. departmental or program-wide), high dollar value (i.e. valued at \$50 Million or higher - for a portfolio of projects cumulatively) initiatives; within the Public Sector.</li> </ol>
<p>The following represent the resource-category specific qualifications:</p>	

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<b>Resource / Group Category</b>	<b>Minimum Qualifications</b>
<p><b>Principal Consultant</b>  [Minimum of One (1) required]</p>	<p>a) Must demonstrate relevant education from a generally recognized institution. Relevant education is defined as a Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to:</p> <ul style="list-style-type: none"> <li>▪ Public Administration</li> <li>▪ Economics</li> <li>▪ Business</li> <li>▪ Business Administration</li> <li>▪ Commerce</li> <li>▪ Engineering</li> <li>▪ Environmental Science</li> <li>▪ Science</li> </ul> <p>b) Must demonstrate at least <b>ten (10) years</b> of work experience for strategic program or project management undertakings similar and relevant to the Scope of Work (see sections 7.2.1-7.2.10), of which at least <b>two (2) years</b> must have been in a <b>Principal Consultant</b> role or other similarly senior-level position with oversight responsibilities over teams of deployed resources.</p> <p>c) Must demonstrate at least <b>five (5) years</b> of work experience in advising or supporting <b>Public Sector</b> client(s) for strategic program or project management undertakings similar and relevant to the Scope of Work (see sections 7.2.1-7.2.10).</p> <p>d) Must demonstrate at least <b>two (2) years</b> experience working on <b>projects in Canada's North</b>.</p> <p>e) Must demonstrate relevant <b>Canadian Public Sector understanding</b> and knowledge, as clearly evidenced by one (1) or more resource work experience summaries that demonstrate <b>at least five (5)</b> of the following areas:</p> <ul style="list-style-type: none"> <li>i. Strategic Program Management;</li> <li>ii. Senior Executive Engagement;</li> <li>iii. Integrated Risk management;</li> <li>iv. Program performance management and reporting;</li> <li>v. Project development and implementation strategies; and</li> <li>vi. Regulatory programs and related initiatives in the North.</li> </ul>
<p><b>Senior Consultant</b>  [Minimum of Three (3) required]</p>	<p>a) Must demonstrate at least <b>ten (10) years</b> of work experience for strategic program or project management undertakings similar and relevant to the Scope of Work (sections 7.2.1-7.2.10).</p> <p>b) Must demonstrate relevant education from a generally recognized</p>

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<b>Resource / Group Category</b>	<b>Minimum Qualifications</b>
	<p>institution <b>OR</b> demonstrate <b>an additional three (3) years</b> of work experience for strategic program or project management undertakings similar and relevant to the Scope of Work (sections 7.2.1-7.2.10) (beyond the minimum required in a above).</p> <p>Relevant education is defined as a Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to:</p> <ul style="list-style-type: none"> <li>▪ Public Administration</li> <li>▪ Economics</li> <li>▪ Business</li> <li>▪ Business Administration</li> <li>▪ Commerce</li> <li>▪ Engineering</li> <li>▪ Environmental Science</li> <li>▪ Science</li> </ul> <p>c) Must demonstrate relevant <b>Canadian Public Sector understanding</b> and knowledge, as evidenced by one (1) or more resource work experience summaries that demonstrate <b>four (4)</b> of the following areas (i through v):</p> <ul style="list-style-type: none"> <li>i. Strategic planning;</li> <li>ii. Project development and implementation strategies;</li> <li>iii. Risk management;</li> <li>iv. Regulatory programs and related initiatives in the North;</li> <li>v. Program management.</li> </ul> <p>d) <b>One (1)</b> of the Senior Consultant Resources must demonstrate relevant <b>Canadian Public Sector understanding</b> and knowledge, as evidenced by one (1) or more work experience summaries that demonstrate work experience in regulatory programs and related initiatives in the North.</p>
<p><b>Consultant</b> <b>[Minimum of Two (2) required]</b></p>	<p>a) Must demonstrate at least <b>five (5)</b> years of work experience for strategic program or project management undertakings similar and relevant to the Scope of Work (sections 7.2.1-7.2.10).</p> <p>b) Must demonstrate relevant education from a generally recognized institution <b>OR</b> demonstrate an additional three (3) years of work experience for strategic program or project management undertakings similar and relevant to the Scope of Work (sections 7.2.1-7.2.10) (beyond the minimum required in (a) above).</p> <p>Relevant education is defined as a Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to:</p>

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<b>Resource / Group Category</b>	<b>Minimum Qualifications</b>
	<ul style="list-style-type: none"> <li>▪ Public Administration</li> <li>▪ Economics</li> <li>▪ Business</li> <li>▪ Business Administration</li> <li>▪ Commerce</li> <li>▪ Engineering</li> <li>▪ Environmental Science</li> <li>▪ Science</li> </ul> <p>c) Must demonstrate relevant <b>Canadian Public Sector understanding</b> and knowledge, as evidenced by one (1) or more resource work experience summaries that demonstrate <b>at least two (2)</b> of the following areas:</p> <ul style="list-style-type: none"> <li>i. Strategic planning;</li> <li>ii. Project development and implementation strategies;</li> <li>iii. Risk management;</li> <li>iv. Regulatory programs and related initiatives in the North;</li> <li>v. Program management.</li> </ul>
<p><b>Junior Consultant</b> <b>[Minimum of One (1) required]</b></p>	<p>a) Must demonstrate at least <b>two (2)</b> years of work experience for strategic program or project management undertakings similar and relevant to the Scope of Work (sections 7.2.1-7.2.10).</p> <p>b) Must demonstrate relevant education from a generally recognized institution <b>OR</b> demonstrate an additional three (3) years of work experience for strategic program or project management undertakings similar and relevant to the Scope of Work (sections 7.2.1-7.2.10) (beyond the minimum required in a above).</p> <p>Relevant education is defined as a Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to:</p> <ul style="list-style-type: none"> <li>▪ Public Administration</li> <li>▪ Economics</li> <li>▪ Business</li> <li>▪ Business Administration</li> <li>▪ Commerce</li> <li>▪ Engineering</li> <li>▪ Environmental Science</li> <li>▪ Science</li> </ul>
<p><b>Administrative Support</b> <b>[Minimum of One (1)]</b></p>	<p>a) Must demonstrate a minimum of <b>two (2) years</b> of work experience, acquired within the past ten (10) years, in the provision of day-to-day</p>

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<b>Resource / Group Category</b>	<b>Minimum Qualifications</b>
<b>required]</b>	administrative support/clerical services.
<i>Optional Resource Category</i>	
<b>Subject Matter Expert – Senior Consultant</b>	<p>a) Must demonstrate at least <b>ten (10) years</b> of work experience in a role specific to the field of subject matter expertise, in the areas of communications, training, or socio-economic or Aboriginal consultations, as related to Section 7.0 of the SOW.</p> <p>b) Must demonstrate at least <b>five (5) years</b> of work experience in the past ten (10) years for <b>Canadian Public sector</b> clients.</p> <p>c) Must demonstrate a Bachelor’s degree or higher in a relevant discipline, based on the area of required subject matter expertise <b>OR</b> demonstrate an additional three (3) years of work experience in a role specific to the field of subject matter expertise (beyond the minimum required in a and b above).</p>
<b>Subject Matter Expert - Consultant</b>	<p>a) Must demonstrate at least <b>five (5) years</b> of work experience in a role specific to the field of subject matter expertise, in the areas of communications, training, or socio-economic or Aboriginal consultations, as related to Section 7.0 of the SOW.</p> <p>b) Must demonstrate at least <b>two (2) years</b> of work experience in the past ten (10) years for <b>Canadian Public sector</b> clients.</p> <p>c) Must demonstrate a Bachelor’s degree or higher in a relevant discipline, based on the area of required subject matter expertise <b>OR</b> demonstrate an additional three (3) years of work experience in a role specific to the field of subject matter expertise (beyond the minimum required in a and b above).</p>

**9.4 Call-up Requirements**

9.4.1 Various quantities of resources will be required within Call-ups issued by DIAND. SOA Holders shall provide one (1) or more qualified resource(s), within one (1), some or all of the Resource Categories identified above, as identified in the SOA Holder’s proposal as accepted by DIAND, within a single Call-up. The number of resources required from within each of the identified Resource Categories may be specified in any resulting Call-up(s).

9.4.2 The SOA Holder shall provide the services of the resource(s) named in the Call-up, as accepted by DIAND, to perform the work.

9.4.3 For any SOA Holder resources not already reviewed and determined to be qualified by the DIAND Project Authority who is named within a Call-up Proposal, the SOA Holder shall provide an up to date Curriculum

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Vitae demonstrating that the proposed resource is qualified to the resource role and seniority level that the named resource is being proposed against.

- 9.4.4 The DIAND Project Authority is responsible for confirming that all proposed SOA Holder resources are qualified to the resource category proposed against and for adding vetted resource names to the list of available resources.

**9.5 Contractor Representative**

- 9.5.1 The SOA Holder shall provide (at no cost to DIAND) the services of a Contractor Representative resource responsible for the resource and contract management activities associated with the Standing Offer Agreement.
- 9.5.2 The Contractor Representative resource shall demonstrate two (2) years of experience in the last five (5) years (calculated as of the posting date of the RFP) providing resource and contract management services to the Government of Canada.

**SW10.0 PERFORMANCE STANDARDS AND QUALITY ASSURANCE**

- 10.1 The SOA Holder shall possess or ensure the provision of content knowledge appropriate for the Strategic Program Management Services described herein and in any resultant Call-up(s), and shall continuously strive to improve their methodological and practice skills.
- 10.2 In providing Strategic Program Management Services as described herein, the SOA Holder shall, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:
- 10.2.1 Efficient time management is of utmost importance to DIAND's Strategic Program Management Services. At the issuance of each Call-up, DIAND will establish with the SOA Holder a schedule of milestones and reporting for the work to be completed on the basis of its congruence with the conditions of the Call-up. The SOA Holder shall deliver the services by the deadlines established by the Project Authority, as specified within the Call-up. Every effort shall be made by DIAND to provide the SOA Holder with reasonable deadlines.
- 10.2.2 In addition to the requirement for SOA Holder Performance, there is an inherent Quality Assurance Standard associated with any resultant Call-ups. The SOA Holder shall apply a rigorous Quality Assurance methodology to ensure the accuracy and quality of all deliverables and services provided.
- 10.3 All deliverables rendered under any resultant Call-ups are subject to inspection by the Project Authority or a designated representative. The Project Authority reserves the right to verify the accuracy of all deliverables.
- 10.4 In the event that the SOA Holder fails to comply with the conditions of the Call-up, and as identified in DIAND's review of the SOA Holder's work, DIAND reserves the right to terminate the Call-up and award a Call-up to another qualified SOA Holder in order to complete the work, in accordance with Appendix "A" - General Conditions.
- 10.5 The management by the SOA Holder of service delivery to DIAND in relation to any resultant Call-ups shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, codes and policies as well as professional standards.

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- 10.6 The SOA Holder shall ensure that all resources deployed in the provision of services under any resultant Call-up(s), including any and all sub-SOA Holders, are properly trained and qualified to fulfill their responsibilities. In addition, the SOA Holder shall ensure that all deployed resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.
- 10.7 It is the responsibility of the SOA Holder to ensure its conduct and performance is in accordance with the terms and conditions of the SOA and any resultant Call-up(s), and in accordance with the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>). It is also the responsibility of the SOA Holder to ensure the conduct and performance of its deployed resources are in accordance with the same.

**SW11.0 REPORTING REQUIREMENTS**

- 11.1 As specified in the Call-up(s), the SOA Holder shall provide regular status reports and various *ad hoc* oral status updates to the DIAND Project Authority in relation to any and all Call-up(s) issued to the SOA Holder.
- 11.2 It is the responsibility of the SOA Holder to facilitate and maintain regular communication with the DIAND Project Authority. In addition, the SOA Holder is to immediately notify the DIAND Project Authority of any issues, problems, or areas of concern in relation to any work completed under the Call-up as they arise.
- 11.3 Additional reporting requirements will be specified in any resulting Call-up(s)

**SW12.0 RISKS AND CONSTRAINTS**

- 12.1 Work under the SOA may involve visits to remote locations. These are defined under “Isolated Post” in SW5.0 Definitions and Applicable Documents. As outlined in the Isolated Posts and Government Housing Directive (2003), visits in these areas may result in changes in climate, cost of living, service provision and accessibility, and other unforeseen changes in condition from the SOA Holder’s and/or the SOA Holder’s deployed resources’ initial location and residence.
- 12.2 DIAND is not responsible to recompense for personal or property injury to the SOA Holder or the SOA Holder’s deployed resources, while acting in an official capacity, throughout the duration of the SOA. The SOA Holder is responsible for maintaining appropriate insurance coverage for the SOA Holder and its deployed resources.

**SW13.0 CONTRACTOR RESPONSIBILITIES**

- 13.1 In fulfilling the terms and conditions of the SOA and any resultant Call-up(s), the SOA Holder agrees to:
- 13.1.1 Provide a mutually agreed-upon principal Point of Contact for the SOA Holder, who will be actively involved in, and responsible for, all activities undertaken;
- 13.1.2 Confirm with the Project Authority, in writing, the receipt and successful completion of all Call-up requests;
- 13.1.3 Work in conjunction and close contact with DIAND personnel and other SOA Holders, and ensure that DIAND personnel are acquiring appropriate expertise and knowledge transfer from the SOA Holder;

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- 13.1.4 Complete assigned work according to pre-defined schedules and standards;
- 13.1.5 Provide Quality Assurance monitoring on all deliverables;
- 13.1.6 As required, liaise with the Project Authority and any stakeholders identified by the Project Authority for meetings, project reviews and other related project management activities.

**SW14.0 GOVERNMENT REPRESENTATIVE AND SUPPORT**

- 14.1 The Contracting Authority will provide the SOA Holder with the Call-up documents, which will contain at a minimum, a description of the requirement, and the specific Resource Categories required to undertake the project.
- 14.2 The Project Authority will be named in individual Call-up document(s). Alternative representatives will be made available in the event that the named Project Authority is not available.
- 14.3 DIAND will provide the following to the SOA Holder, as required for the completion of the work under this SOA and any resultant Call-up(s):
  - 14.3.1 A "Letter of Introduction" for presentation to departmental staff and/or other parties in order to:
    - a) Identify themselves as a SOA Holder authorized to provide services on behalf of the Department; and
    - b) Gain access to and/or collect information, and/or to conduct discussions regarding any contract work being conducted on behalf of the Department;
  - 14.3.2 Permission for the SOA Holder to be on DIAND premises to review departmental files and records which cannot be removed from the office;
  - 14.3.3 Access to research databases and appropriate Departmental personnel and subject matter experts from within the organization to discuss and provide content material;
  - 14.3.4 Review of reports/submissions and the provision of comments/suggested revisions, in a timely manner; and
  - 14.3.5 Any other information, data and/or assistance, which is not readily available to the SOA Holder, and is required to complete the tasks and deliverables described in a Call-up(s).
- 14.4 DIAND will monitor the SOA Holder's on-going service delivery by conducting review meetings with the SOA Holder on an as-and-when-required basis, to monitor progress, as well as to exchange information relevant to chronic problem areas, action plans, and pending planning activity.

**SW15.0 LOCATION OF WORK AND TRAVEL**

- 15.1 It is anticipated that the majority of work will take place at the NCSP's headquarters in Gatineau, Quebec in the National Capital Region, with some work at the SOA Holder's place of business.
- 15.2 Notwithstanding the above, DIAND anticipates some on-site work at NCSP's regional offices. In the event of delivery to a Regional office, Call-ups may request specific approaches to incorporation of Aboriginal



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Opportunity considerations (e.g. training, capacity building, contract, and supply/service opportunities) for the particular work package.

15.3 Should any SOA Holder travel to NCSP’s regional offices, a particular site in the North and/or anywhere else in Canada be required, as specified under any resulting Call-up, all costs will be reimbursed in accordance with the Treasury Board Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>). All SOA Holder travel must be authorized in advance by the Project Authority.

15.4 **Comprehensive Land Claims Agreements**

15.4.1 Some of the locations at which the SOA Holder may be required to work are within areas covered by Comprehensive Land Claims Agreements (CLCAs). These include, but are not necessarily limited to:

Location	Related Land Claim(s)
Nunavut	Nunavut Land Claims Agreement
Northwest Territories	T’licho Agreement Sahtu Dene and Metis Comprehensive Land Claims Agreement
Yukon	<i>Several agreements pursuant to the <b>Yukon Umbrella Final Agreement</b>; these include <b>but are not limited to</b>:</i>  Carcross/Tagish First Nation Final Agreement  Champagne and Aishihik First Nation Final Agreement  Kluane First Nation Final Agreement  Kwanlin Dun First Nation Final Agreement  Little Salmon / Carmacks First Nation Final Agreement  First Nation of Nacho Nyak Dun Final Agreement  Selkirk First Nation Final Agreement  Ta’an Kwach’an Council Final Agreement  Teslin Tlingit Council Final Agreement  Tr’ondëk Hwëch’in final Agreement  Vuntut Gwitchin First Nation Final Agreement

15.4.2 Any specific CLCA(s) applicable to any resultant Call-up(s), and any requirements with regard to the SOA Holder’s work related to applicable CLCA(s), will be identified in the applicable Call-up(s).

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**SW16.0 LANGUAGE OF WORK**

16.1 The language of work and the language of Deliverables will be specified in any resultant Call-up(s). However, it is anticipated that the majority of work shall be conducted and completed in English.

**SW17.0 GREEN PROCUREMENT AND SERVICES**

17.1 The SOA Holder shall ensure, where possible, that all materiel employed and work methods utilized by both the SOA Holder and its deployed resources shall accommodate DIAND’s commitment to the GoC’s Green Procurement Strategy (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

**SW18.0 CALL-UP ALLOCATION**

18.1 As a result from this proposal call, DIAND intends to award up to **one (1) SOA**.

In a companion Request for Proposals (RFP) solicitation 1000163364, DIAND is seeking to establish up to **two (2) SOAs**.

In the event that intended number of standing offer awards is not attained as a result of that process and multiple compliant offers are received in response to this solicitation, DIAND reserves the right to award up to an additional two (2) SOAs pursuant to this process, to a maximum of (3) SOAs for both solicitations combined.

In the event that multiple SOAs are issued in response to this solicitation, the call-up allocation will be as identified in 18.2 Call-up Allocation (Multiple Standing Offers).

**18.2 Call-up Allocation (Multiple Standing Offers)**

18.2.1 For Call-ups against a Standing Offer valued at \$25,000 or less (applicable taxes included) the Standing Offer Authority will select the Offeror that best meets their needs.

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

2 SOAs  Highest Ranked Offeror: 55% Second Highest Ranked Offereor: 45%	3 SOAs  Highest Ranked Offeror: 40% Second Highest Ranked Offeror: 30% Third Highest Ranked Offeror: 30%
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18.2.3 The Standing Offer Authority will monitor call-up activities to ensure work is allocated in accordance with the predetermined work distribution.

**18.3 Call-up Procedures**

18.3.1 Offerors will be contacted directly as described above.

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**18.3.2** The Standing Offer Authority will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

**18.3.3** The Standing Offer Authority will determine whether a firm price, ceiling price, or limitation of expenditure will apply to the Call-up and will require the Offeror to accordingly submit either a firm price, ceiling price or limitation of expenditure.

Firm price definition: The total amount payable is a fixed sum. Both parties agree prior to the award of the call-up as to the price payable thereunder.

Ceiling price definition: The maximum amount of monies that may be paid to a Contractor for costs reasonably and properly incurred in the performance of the Work described in the call-up. If the costs, as charged, reach or exceed the ceiling, the Contractor must complete the Work and will receive no monies beyond this ceiling.

Limitation of expenditure definition: The maximum amount of monies that may be paid to a Contractor for the costs reasonably and properly incurred in the performance of the Work described in the call-up. If the Contractor discovers that there are insufficient funds to complete the Work, the Contractor must inform the Contracting Authority. The Contracting Authority then has the option of providing additional funding or requesting the Contractor complete the Work to the extent that the current funding permits.

**18.3.4** The Offeror will either submit a firm price, or a ceiling price, or a limitation of expenditure as required by the Standing Offer Authority, a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details to the Standing Offer Authority. The proposal must be submitted to the Standing Offer Authority within three (3) business days of receiving the request.

**18.3.5** The firm price, ceiling price or limitation of expenditure will be established by utilizing the applicable rates as shows in the Basis of Payment, Appendix "C".

**18.3.6** Failure by the Offeror to submit a proposal in accordance with the time frame specified above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority will send the request to the next best-suited Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

**18.3.7** The Standing Offer Authority reserves the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Standing Offer Authority reserves the right to go to the next Offeror.

**18.3.8** Upon agreement of the firm price, ceiling price or limitation of expenditure for the services, the Offeror will be authorized by the Contracting Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.

**18.3.9** The Offeror shall not commence Work until the Call-up against a Standing Offer has been signed by the Contracting Authority. The Offeror acknowledges that any and all Work performed in the

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absence of a Call-up against a Standing Offer Agreement signed by the Contracting Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

**SW19.0 CALL-UP INSTRUMENT**

The Work will be authorized or confirmed using form 942, Call-up against a Standing Offer.

**SW20.0 COMMENCEMENT, DURATION AND AWARD**

The SOA will commence upon signing of the Articles of Agreement.

The SOA shall be valid for three (3) years with two (2) additional one (1) year option periods at DIAND's exclusive option.

**SW21.0 STANDING OFFER AUTHORITY/CONTRACTING AUTHORITY**

The Standing Offer Authority is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department of Indian Affairs and Northern Development

Directorate: Materiel and Assets Management Directorate

Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_\_

Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Standing Offer Authority is responsible for the establishment of the Standing Offer and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he/she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer. The Standing Offer Authority may also authorize a representative to act on his/her behalf as Standing Offer Authority or Contracting Authority.

## 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 October 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>50.5</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>64.0</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 October 1, 2014 to March 31, 2014:

	<u>All Provinces</u>	<u>Yukon &amp; Alaska</u>	<u>NWT</u>	<u>Nunavut</u>
<i>Breakfast:</i>	\$15.75	\$15.95	\$22.00	\$22.00
<i>Lunch:</i>	\$16.35	\$18.95	\$23.45	\$33.40
<i>Dinner:</i>	\$42.20	\$52.20	\$56.65	\$74.05

Incidental  
Expenses

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


**2. Receipt Requirements**

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

Receipts are required for the following:

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

**APPENDIX "F"**  
**SECURITY REQUIREMENT CHECKLIST**

 Government of Canada / Gouvernement du Canada	AOUT 21 2014 AUG 21 2014	Contract Number / Numéro du contrat 100162739
		Security Classification / Classification de sécurité UNCLASSIFIED

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED



## APPENDIX "F" SECURITY REQUIREMENT CHECKLIST



Contract Number / Numéro du contrat  100162739
Security Classification / Classification de sécurité UNCLASSIFIED

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



## APPENDIX "F" SECURITY REQUIREMENT CHECKLIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>100162739</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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

## APPENDIX "F" SECURITY REQUIREMENT CHECKLIST

Security Classification / Classification **Canada**

100-162739

<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Joanna Ankersmit		Title - Titre Executive Director, NCSP	
Telephone No. - N° de téléphone 819-997-7247		Facsimile No. - N° de télécopieur 819-934-9229	
E-mail address - Adresse courriel Joanna.ankersmit@santr.gc.ca		Date June 6 2014	
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Vivello Tracy		Title - Titre Senior Security Advisor, Policy and Systems	
Telephone No. - N° de téléphone Office : (819) 997-4002 Fax: (819) 994-6774		E-mail address - Adresse courriel tracy.vivello@santr.gc.ca	
Facsimile No. - N° de télécopieur		Date JUL 17 2014	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> Oui			
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) Céline Viner		Title - Titre Senior Procurement Officer	
Telephone No. - N° de téléphone 819-994-7304		Facsimile No. - N° de télécopieur 819-934-7830	
E-mail address - Adresse courriel Celine.viner@adnw-olwnc.gc.ca		Date July 14 2014	
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées) Hélène Meloche		Title - Titre Contract Security Officer, Contract Security Division	
Telephone No. - N° de téléphone		Facsimile No. - N° de télécopieur	
E-mail address - Adresse courriel Helene.Meloche@psgc-pwsc.gc.ca		Date 21-08-2014	

Hélène Meloche  
Contract Security Officer, Contract Security Division  
Helene.Meloche@psgc-pwsc.gc.ca  
Tel/Tél - 613-948-1718 / Fax/Télex - 613-954-4171

Security Classification / Classification de sécurité

Security Classification / Classification de sécurité

Canada

**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"  
SUMMARY FORM**

This form is provided to assist Bidders in preparing Bidder firm-level summaries in response to Mandatory Requirement **M5** and Point-Rated Criterion **R3**.

**Use one (1) form for each summary submitted.** Bidders may add additional rows and detail as necessary, however Forms submitted **should** contain at least the information required in the Table below.

Note the requirement within the Criteria for "**Substantiated evidence**," which is defined as "*independently verifiable information, with clear successful outcomes related to the given task, skill, ability, or other evaluation factor being demonstrated, and includes evidence of understanding any related underlying methodology and/or techniques as appropriate, and provides sufficient details with regard to the above.*" Simply stating that a resource or the Bidder has completed a task, or that a task was involved in a project, will not be considered "substantiated." **A reiteration of the Point-Rated Criteria will not be eligible to receive points.**

*\* indicates required field*

<b>Bidder Name:</b>	
<b>Summary Name:</b>	
<b>Client Organization Name*:</b>	
<b>Client Project Authority*:</b>	
Name:	
Contact information:	
<i>(i.e. phone, fax or e-mail)</i>	
<b>Project Start Date (Mo/Yr)*:</b>	<b>Project Completion Date (Mo/Yr)*:</b>
Project Duration (months/years):	
<i>(While work may be on-going, it MUST have been in progress for no less than six (6) months.)</i>	
Contract Dollar Value \$CAD (to the Bidder) (for work completed in the last 5 years):	
Project Dollar Value \$CAD (to the Client):	
Project Capital Budget \$CAD (if applicable):	
<b>Resources Engaged*:</b>	
Specify the members of the Bidder's Core Team which were engaged on the project and their roles/responsibilities and seniority:	
1.	
2.	
3.	
<i>(add more rows as required)</i>	
<i>(Note - At least one (1) of the Bidder's Core Team compliant resources in the <u>Principal Consultant</u> OR <u>Senior Consultant</u> categories MUST have been involved in the work and the same resource cannot be used to satisfy this requirement more than twice.*)</i>	

**ANNEX "B"  
SUMMARY FORM**

<b>Bidder Name:</b>
<b>Summary Name:</b>
<p><b>Cumulative Resource Level of Effort (in days) (completed in the last 5 years)*:</b></p> <p><i>(Each summary MUST demonstrate a minimum of thirty (30) days of cumulative resource level of effort related to the requirement, to denote a significant Bidder involvement in the client's undertaking.)</i></p>
<p><b>Client Description:</b></p> <p><i>Provide a description of the client's operating, stakeholder, regulatory and/or program environment and business requirements that necessitated the support of the Bidder (in accordance with the scoring factors identified in Rated Criterion R3 3.2):</i></p>
<p><b>Work Description *:</b></p> <p><i>Describe how the work performed demonstrated the Bidder's experience in the provision of Strategic Program Management Services, as described in the RFSO (SOW, sections 7.2.1-7.2.10). Indicate which of the six (6) subject areas listed in the Summary Table (below) were applicable to this requirement and what related deliverables were provided to the client:</i></p>
<p><b>Bidder Role *</b></p> <p><i>How did the Bidder participate in this work?</i></p> <p>As a: ( <input type="checkbox"/> ) Prime Contractor</p> <p><b>OR</b></p> <p>As a: ( <input type="checkbox"/> ) Sub-Contractor.</p> <p align="center"><i>Indicate the Name of the Firm holding the Contract with the Client:</i></p>
<p><b>Project Relevance to Strategic Program Management Services to DIAND:</b></p> <p><i>Describe the relevance of the summary's scope to DIAND's requirements regarding the type and extent of activities covered by the project, the identification of which activities were provided directly by the Bidder and which were sub-contracted or provided via other means (as applicable). Identify the location(s) in which the project took place:</i></p>

**ANNEX "B"**  
**SUMMARY FORM**

<b>Bidder Name:</b>
<b>Summary Name:</b>
<b>Result/Outcome of the Project:</b> <i>Describe the result or outcome of the project given your involvement, together with the extent to which the project was completed on-time, on-budget, and in accordance with established project goals [For projects currently on-going, the Bidder is to provide evidence of these factors in relation to phases of the project which have been completed]</i>

**ANNEX B-1  
SUMMARY FORM – PROJECT REFERENCE**

The Bidder **MUST** forward the Summary information to each refereeing client project authority, for completion of the Reference. The completed forms, duly signed by the referee **MUST** be submitted as part of the Bidder's Proposal (in the event the Bidder cannot obtain an original signature from the referee, a faxed or scanned copy of the Reference duly signed by the Referee and included within the Bidder's Proposal is acceptable).

The Bidder **MUST NOT** sign reference forms on behalf of the referee.

<b>Project Reference</b>
<p><b>Note to Bidders:</b> This section <b>MUST</b> be completed by each referee providing the reference and returned with your Proposal submission. DIAND reserves the right to contact the named client project authorities for the purpose of verifying the accuracy and veracity of the information provided in the Bidder's Proposal. Should DIAND choose to contact the project authorities and should one (1) or more named client project authorities provide a negative reference regarding the <u>accuracy or veracity</u> of the Bidder's Proposal, the Proposal will be deemed non-compliant and given no further consideration.</p>
<p><b>Summary Name:</b></p>
<p><b>Name of Firm that performed and invoiced the Work:</b></p>
<p><b>1. Did the Bidder meet the following critical factors?</b></p> <p>a) Completed the Project on time: <span style="float:right">(<input type="checkbox"/>) Yes <b>OR</b> (<input type="checkbox"/>) No</span></p> <p>b) Stayed within Budget: <span style="float:right">(<input type="checkbox"/>) Yes <b>OR</b> (<input type="checkbox"/>) No</span></p> <p>c) Met all the project objectives: <span style="float:right">(<input type="checkbox"/>) Yes <b>OR</b> (<input type="checkbox"/>) No</span></p> <p>d) Bidder complied with the terms of the Statement of Work/contract? <span style="float:right">(<input type="checkbox"/>) Yes <b>OR</b> (<input type="checkbox"/>) No</span></p> <p>Please expand on your responses:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>2. a) Was the Bidder primarily responsible for the completion of the Project?</b> (<input type="checkbox"/>) Yes <b>OR</b> (<input type="checkbox"/>) No</p> <p><b>2. b) Was the Bidder primarily responsible for directly managing the Project?</b> (<input type="checkbox"/>) Yes <b>OR</b> (<input type="checkbox"/>) No</p> <p><b>2. c) What were the strengths and weaknesses of the Bidder's personnel?</b></p> <p>Please expand on your responses:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>



**ANNEX B-1**  
**SUMMARY FORM – PROJECT REFERENCE**

Project Reference	
<b>3. Please respond Yes or No to each of the following:</b>	
a) Bidder provided personnel on time to begin the project?	<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
b) Bidder initially proposed qualified personnel?	<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
c) Bidder provided continuity of assigned personnel for the duration of the project?	<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
Please expand on your responses:	
<hr/> <hr/> <hr/> <hr/>	
<b>4. Would you retain the services of this Bidder again?</b> <input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No	
Please expand on your responses:	
<hr/> <hr/> <hr/> <hr/>	
<b>5. As the "Referee" providing this reference, I have read the Project Summary attached to this Reference form, and agree with the description of the work conducted by the Bidder for the project.</b>	
<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No	
Please expand on your responses:	
<hr/> <hr/> <hr/> <hr/>	

**ANNEX B-1**  
**SUMMARY FORM – PROJECT REFERENCE**

Project Reference	
<b>6. Please complete and sign the following:</b>	
<b>Name of Organization</b>	_____
<b>Name</b>	_____
<b>Title</b>	_____
<b>Telephone</b>	_____
<b>Or e-mail address</b>	_____
<b>Fax Number (optional)</b>	_____
<b>Signature</b>	_____
<b>Date</b>	_____

**ANNEX B-2  
SUMMARY LIST**

This form is provided to assist Bidders in preparing Bidder-level work summaries in response to Point-Rated Criterion **R3**. The Bidder should list which summaries it has submitted for evaluation against the subject areas listed below.

One (1) summary may be listed under multiple subject areas, however **only one (1)** summary may be listed per subject area. There is a minimum of three (3) required summaries and a maximum of six (6).

Where multiple projects involve more than one (1) subject area, the Evaluation Committee will only consider it in the subject area (or subjects) in which it is listed below. Where the Bidder does not complete this table, the Committee will choose summaries against subjects as each first appears in the Bidder's Proposal.

*For example, where Bidder Summary A involves both Integrated Risk Management and Memoranda to Cabinet, and Bidder Summary B involves Performance Measurement and Memoranda to Cabinet, only one of these projects will be considered for Memoranda to Cabinet. In the event the list is not completed, depending on the contents of the rest of the Proposal, the Committee would likely use Bidder Summary A for the Memoranda to Cabinet factor, given that it comes first in the Proposal.*

12.3	<b>Subject Area</b>	12.4	<b>Summary Name</b>	12.5	<b>Proposal Page #</b>
12.6	1. Integrated Risk Management	12.7		12.8	
12.9	2. Performance Measurement reporting	12.10		12.11	
12.12	3. Preliminary Project Approvals (PPAs) or Effective Project Approvals (EPAs) or Memoranda to Cabinet	12.13		12.14	
12.15	4. Program long-term strategic planning	12.16		12.17	
12.18	5. Audit or Evaluation (either preparation for or conduct of)	12.19		12.20	
12.21	6. Business Plan Development	12.22		12.23	

**ANNEX "C"****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;
  - iii) is willing to be audited regarding the certification; and

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

- 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 Annex C 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 Annex C)

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

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

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

## ANNEX "C"

### GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT THROUGH FEDERAL PROCUREMENT

#### **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 "C"**

**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.
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.

**ANNEX "C"**

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

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



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

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

**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