



**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRE À COMMANDE**

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

**Bid Receiving:
Réception de soumission :**

Mailing Address:
**Department of Indian Affairs and Northern Development
 (DIAND) c/o Heritage Canada**
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

**REQUEST FOR STANDING OFFERS
DEMANDE D'OFFRES À COMMANDES**

Proposal to DIAND:

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux MAINC:

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, représentée par le Ministre des Affaires indiennes et du Nord, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Vendor/Firm - Fournisseur/de l'entrepreneur

Name - Nom

Address - Adresse

Telephone Number - Numéro de téléphone

GST/HST Number - Numéro de la TPS/TVH

QST Number - Numéro de la TVQ

Title - Titre Engineering and Technical Services (RFSO)	
Solicitation Number - Numéro de l'invitation 1000163121	
Date (YYYYMMDD) - Date (AAAAMMJJ) 2014-11-25	
Solicitation Closes - L'invitation prend fin At - À 14:00	Time Zone - Fuseau horaire Eastern Standard Time (EST)
On (YYYYMMDD) - Le (AAAAMMJJ) 2015-01-08	
Standing Offer Authority - L'autorité d'offre à commande	
Name - Nom Christian Martineau	
Telephone Number - Numéro de téléphone 819-956-1601	
Facsimile Number - Numéro de télécopieur 819-953-7721	
Email Address - Courriel Christian.Martineau@aandc.gc.ca	
Destination(s) of Services - Destination(s) des services	
Instructions:	
See Herein - Voir aux présentes	
Delivery Required - Livraison exigée :	
See Herein - Voir aux présentes	
Person Authorized to sign on behalf of Vendor Personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
Name - Nom	
Title - Titre	

**Department of Indian Affairs and Northern Development (DIAND)
Request for Standing Offers #1000163121**

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TITLE: Engineering and Technical Services Request For Standing Offer (RFSO)

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
| | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, Security Requirement Checklist, the Federal Contractors Program for Employment Equity – Certification

- (i) For each of the tasks identified in the Scope of Work (SW6.0), the associated and expected deliverables could include written documentation in the following formats, but not necessarily limited to: guidelines, analyses, reviews, assessments, audits, records, statements, procurement and contracting documents, plans, concept-level drawings, calculations, technical documents, cost estimates, budgets, schedules, reports, studies, surveys, emails or advice.
- Deliverables may also include verbal communications such as briefings and advice.
- The scope of work attached to any/all resultant Call-up(s) will identify the particular deliverable(s), timelines, and other relevant areas of consideration required to be implemented by the Contractor in the provision of services for the specific Call-up.
- All Deliverables shall be in hard-copy, electronic, or both, as required and as identified by the Project Authority for a specific call-up.

- (ii) *The Engineering and Technical services are required by the Regional Operations Sector (ROS) of the Department of Indian Affairs and Northern Development (DIAND);*
- (iii) The initial SOAs shall be valid for three (3) years with two (2) optional extension periods of one (1) year each;
- (iv) It is anticipated that the work may take place at the Contractor's location, at DIAND's location, either in the National Capital Region (NCR) or in a Region, in a First Nations (FNs) Community, or at a construction site (which may be on reserve or off reserve) related to the work. Notwithstanding, the location of work will be indicated in any resultant Call-up(s).
- The Contractor will be responsible for its own costs associated with any required travel to the NCR, as required.
- As specified in any resultant Call-up, the Contractor shall travel to DIAND's Regional Headquarter location(s), construction sites or FN's Communities for the conduct of the work.
- The Contractor may be required to work at DIAND's Regional locations as follows:
- a) Atlantic – Amherst, NS;
 - b) Quebec – Quebec City;
 - c) Ontario – Toronto;
 - d) Manitoba – Winnipeg;
 - e) Saskatchewan – Regina;
 - f) Alberta – Edmonton;
 - g) British Columbia – Vancouver;
 - h) Yukon – Whitehorse.
 - i) Note that work is not anticipated to be conducted in the NWT or Nunavut.
- Contractor work at construction sites or FN's Communities may be for community engagement, asset inspections, or other work in support of ROS and CIB, as stated in any resultant Call-up(s).
- (v) *"There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. For more information on personnel and organization security screening or security clauses, offerors should refer to the ([Canadian Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html)) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website."*
- (vi) *Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.*
- (vii) *For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO)."*

- (viii) *"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."*
- (ix) The Contractor may be required to work within areas covered by Comprehensive Land Claims Agreements (CLCAs). These include, but are not necessarily limited to:

Location	Comprehensive Land Claims Agreements
Yukon	<p><i>Several agreements pursuant to the Yukon Umbrella Final Agreement:</i></p> <p><i>These include:</i></p> <p>Champagne and Aishihik FNs Final Agreement;</p> <p>FN of Nacho Nyak Dun Final Agreement;</p> <p>Teslin Tlingit Council Final Agreement;</p> <p>Vuntut Gwitchin FN Final Agreement;</p> <p>Little Salmon/Carmacks FN Final Agreement;</p> <p>Selkirk FN Final Agreement;</p> <p>Tr'ondeck Hwech'in Final Agreement;</p> <p>Ta'an Kwach'an Council Final Agreement;</p> <p>Kluane FN Final Agreement;</p> <p>Kwanlin Dun FN Final Agreement;</p> <p>Carcross/Tagish FN Final Agreement.</p>

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

2. Summary

3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

4. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors must make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person as determined by Canada.

5. Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise concerns regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. Additional information on the services of the OPO services is available at www.opo-boa.gc.ca.

6. Greening Government Operations

In April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Department of Indian Affairs and Northern Development (DIAND) procurements will be including more demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce their negative impact on the environment.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) "General Information", is amended as follows:

Delete: "One method of supply used by Public Works and Government Services Canada (PWGSC) to satisfy the requirements of departments and agencies is to arrange with suppliers to submit a standing offer to provide goods, services or both during a specified period. Specific departments and agencies are then authorized by PWGSC to make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide PWGSC with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by PWGSC of a Standing Offer and Call-up Authority to successful suppliers and to departments and agencies authorized to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. Departments and agencies may make one or several call-ups against a standing offer."

Insert: "One method of supply used by DIAND is to arrange with suppliers to submit a standing offer to provide goods and services or both during a specified period. Sections within DIAND can then make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide DIAND with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit DIAND to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer

is not a contract. The issuance by DIAND of a Standing Offer and Call-up Authority to successful suppliers and to sections within the department to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. DIAND may make one or several call-ups against a standing offer.”

c) "Section 03 is amended as follows:

Delete: "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16"

d) Section 05, Subsection 2 is amended as follows and renumbered accordingly:

Delete: d. "send its offer only to PWGSC Bid Receiving Unit specified on page 1 of the RFSO or to the address specified in the RFSO. The facsimile number and related instructions for offers transmitted by facsimile are provided in section 08";

Insert: d. send its offer only to the Bid Receiving Address specified on page 1 of the RFSO;

Delete: e. "ensure that the Offeror's name, return address, RFSO number, and RFSO closing date and time are clearly visible on the envelope or the parcel(s) containing the offer"

e) Section 05, Subsection 4 is amended as follows:

Delete: sixty (60) days

Insert: one hundred and eighty (180) days

f) Section 08 is amended as follows:

Delete: Subsections 1 - 3

Insert: Due to the nature of the RFSO, offers transmitted by facsimile to DIAND will not be accepted.

g) Section 12, Subsection 1 is amended as follows and renumbered accordingly:

Delete:

a. the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement;

b. an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an offer on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

h) Section 17 is amended as follows:, Subsection 1 c) is revised as follows:

Delete.

1. "A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
3. The offer and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer."

Insert:

1. "A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
 2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
 3. The offer and any resulting standing offer must be signed by all the members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer."
- i) Section 20 is amended as follows:

Delete: Subsection 2.

2. Submission of Offers

- 2.1** Offers (and any amendments thereto) must be submitted only in hard copy or soft copy format (excluding Email) to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date, time and place indicated on page 1 of the RFSO document. DIAND will not assume responsibility for offers (and any amendments thereto) directed to any other locations. Offers submitted by any other means will not be accepted.
- 2.2** Due to enhanced security measures for visitors to the building, the Standing Offer Authority has made the necessary arrangements with the building security/Commissionaires to allow Offerors who choose to deliver their offers by hand, access to the Bid Receiving Address indicated on page 1 of the RFSO document during normal business hours (8:00 am to 4:00 pm).

2.3 Tender Envelope Submissions

Offerors must clearly identify on the envelope containing their offer, the following:

- RFSO Number:
- Standing Offer Authority:
- Closing Date:
- Offeror's Name and Address
- "Offer Documents Enclosed"

3. A Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act* R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer four (4) hard copies

Section II: Financial Offer one (1) hard copy

Section III: Certifications two (2) hard copies

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should, when submitting hard copies:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

The technical offer should address clearly and in sufficient depth, the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the RFSO document is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the "Annex "B" Basis of Payment". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1.0 Evaluation Methodology

1.1 Each Proposal will be evaluated in the following manner:

1. **Evaluation against the Mandatory Criteria.** Technical Proposals that fail to meet any one (1) of the Mandatory Criteria will be deemed non-compliant and no further consideration will be given.
2. **Evaluation against the Point-Rated Criteria.** Technical Proposals that meet all of the Mandatory Criteria will be point-rated against further criteria, R1 to R6, inclusive, below.
3. **Evaluation of Financial Proposals.** Bidders meeting all the Mandatory Criteria will be evaluated using the methodology set out in Section 4.0 *Financial Evaluation* of these Selection and Evaluation Criteria. The score as calculated in this Stage will constitute the Bidder's Financial Score.

1.2 The Bidder must ensure that its Proposal provides sufficient evidence for the Evaluation Committee to assess the compliance of the Proposal with the criteria listed in this RFSO. It is the sole responsibility of the Bidder to provide the applicable information within its Proposal to enable the Evaluation Committee to complete its evaluation.

1.3 The Bidder must include, in its proposal, any reference material it wishes to be considered for evaluation. Any material or documents outside the Proposal will not be considered (for example, should the Bidder wish to provide screen shots of its website or product, etc. for evaluation, copies or printouts of website or product material must be included within the Proposal). URL links to the Bidder's website will not be considered by the Evaluation Committee. The Evaluation Committee will not take into account any prior knowledge of experience with the Bidder.

1.4 To meet the requirements described herein, the experience of the Bidder's proposed Contracted Resources (Core or non-Core) must be work completed by the proposed individuals, and not the experience of a bidding entity.

1.5 A weighting has been established by DIAND wherein the Bidder's **Technical Score** as derived from the Point-Rated Criteria will be valued at **65%** of the Bidder's Total Score, and the Bidder's **Financial Score** will be valued at **35%** of the total score.

1.6 Definitions

The following definitions apply to the Criteria, below:

- 1.6.1 **"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.
- 1.6.2 **"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"**.
- 1.6.3 **"Contracted Resource"** refers to a Resource with specific education and experience as defined in the SOW (section SW8), such as a Civil Engineer or Building Inspector, for example, OR an individual proposed by a Bidder to meet the requirements of these

Criteria and the Statement of Work. A Bidder's proposed Contracted Resource may utilize any experience to qualify under this RFSO, regardless of whether that experience was attained under a contract to a third party, or as an employee to an organization, unless otherwise specified in the RFSO. The use of the term "Contracted Resource" does not imply that the Bidder, nor the individual(s) proposed by the Bidder, will or do possess a Contract, Standing Offer, or any other agreement with DIAND prior to the written acceptance of the Bidder's Proposal by DIAND and execution of a signed SOA by DIAND.

Summary of Evaluation

CRITERIA	EVALUATION/POINTS
<i>MANDATORY CRITERIA</i>	<i>Pass/Fail.</i>
M1. Bidder Corporate Profile and Capacity	Pass/Fail.
M2. Proposed Core Contracted Resources	Pass/Fail
<i>POINT-RATED CRITERIA</i>	<i>320</i>
R1. Proposed Core Contracted Resources	160
R2. Non-Core Contracted Resources	40
R3. Non-Core Infrastructure Categories	70
R4. Regional Availability	10
R5. Approach to Aboriginal Opportunity Considerations	20
R6. Proposal Quality	20

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

The Mandatory Criteria listed below will be evaluated on a simple Pass/Fail (i.e. responsive/non-responsive (compliant/non-compliant) basis. Offers which fail to meet one of the Mandatory Criteria will be deemed non-responsive and given no further consideration.

Offers must demonstrate compliance with all of the Mandatory Requirements and must provide the necessary documentation to support compliance.

Offeror's Name:				
Item	Mandatory Technical Criteria	Proposal Ref. Pg. #	Reserved for DIAND	
			Pass	Fail
M1	BIDDER CORPORATE PROFILE AND CAPACITY			
	1.1 The Bidder must provide a company profile and resume demonstrating the Bidder's knowledge and experience in the provision of Engineering and Technical Advisory Services relevant and similar to DIAND's requirement as defined in the SOW.			
	1.2 At a minimum, the Bidder must include:			
	1.2.1 The full legal name of the entity submitting the Proposal;			
	1.2.2 Identification of the Bidder's proposed Team (i.e. parties to the Proposal). This should include, as applicable, all joint venture or consortia members, partners and any major subcontractors with which the Bidder will foresee ably work.			
	1.2.3 The name and location of the Bidder's parent company, if applicable.			
	1.2.4 A written description of approximately 1,000 words indicating the Bidder's capabilities as a firm, including any existing Quality Certifications (e.g. ISO 9000), resource availability, and the extent of the Bidder's experience in the provision of Engineering and Technical Advisory Services similar to those described in the SOW.			
	1.2.5 A list of the Bidder's proposed: Core Contracted Resources and any non-Core Contracted Resources.			
1.2.6 Demonstrated Core Infrastructure Category Experience: The Bidder must demonstrate that its proposed team of Core Contracted Resources possesses a cumulative total of ten (10) years of experience in each of the three (3) required Core Infrastructure Categories : Schools; Water and Wastewater; and Housing. This requirement can be met through any combination of proposed and qualified* Core Contracted Resource(s). It is not a requirement that all proposed Core Contracted Resources demonstrate all Infrastructure Categories, but this requirement must be met across the team of resources (i.e. at least three (3) proposed Resource's experience must be used to demonstrate this requirement). *In addition, the Contracted Resources must meet				

	<p>the mandatory requirements of their discipline (as evaluated under Mandatory Criterion M2) in order for their experience in the Core Infrastructure Category to be considered.</p> <p>1.3 The Bidder must provide the full postal address of its location from which it is proposing to provide Services.</p> <p><i>Note: P.O. Boxes will not be considered as postal addresses from which the Bidder is able and willing to provide Services</i></p>			
<p>M2</p>	<p>PROPOSED CORE CONTRACTED RESOURCES</p> <p>2.1 The Bidder must propose a team comprised of, at a minimum, <u>all</u> ten (10) Core Contracted Resource disciplines (as identified in the Statement of Work, sections 7.2.1-7.2.10).</p> <p>2.1.1 The Bidder may propose up to a maximum of four (4) or a minimum of one (1) Core Contracted Resources per discipline. Any proposed Core Contracted Resources listed beyond the maximum of four (4) will not be considered.</p> <p>CONTRACTED RESOURCE MINIMUM QUALIFICATIONS</p> <p>2.2 Proposed Core Contracted Resources must meet the minimum qualifications and requirements of the Statement of Work for the discipline(s) in which they are proposed [as identified the Statement of Work, section 7.4.1, a) through j)]. One (1) proposed Core Contracted Resource may be qualified in multiple disciplines.</p> <p>2.3 All proposed Core Contracted Resources listed must meet the qualifications and requirements for the discipline(s) in which they are proposed [as identified the Statement of Work, section 7.4.1, a) through j)] in order for the Bidder to be considered qualified. <i>The Bidder must include CVs for its proposed Core Contracted Resources.</i></p>			

1.1.2 Point Rated Technical Criteria

Offers meeting all mandatory technical criteria will be evaluated and point rated against the following point rated technical criteria, using the evaluation factors and weighting indicators specified for each criterion.

Each Bidder will be evaluated independently from other Bidders against all Point-Rated Criteria.

Offeror's Name:			
Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for AANDC
			Maximum Score
R1	<p>PROPOSED CORE CONTRACTED RESOURCES</p> <p>1.1 Each of the compliant Core Contracted Resources as set out in Mandatory Requirement M2 will be evaluated on the breadth, depth, and extent of relevant experience in providing Engineering and Technical Advisory Services as related to the Core Contracted Resource discipline for which they are identified.</p> <p>Only the first compliant Core Contracted Resource per discipline will be evaluated on this criterion.</p> <p>The first compliant Core Contracted Resource in each of the ten disciplines will be evaluated against factors 1.1.1-1.1.3, with a possible 16 points per discipline, and 160 points overall for Evaluation Criterion R1.1.1-1.1.3.</p> <p>Additional compliant Core Contracted Resources in each of the ten disciplines will be evaluated against factor 1.2, with a possible three (3) points per discipline, and 30 points overall for evaluation Criterion R1.2.</p> <p>Points will be awarded as follows:</p> <p><i>16 points per discipline</i></p>		<p>Up to a maximum of 160 points</p> <p>As follows:</p>
	<p>1.1.1 One (1) point for each year of experience of the Core Contracted Resource in any one (1) or more Core Infrastructure Category(ies): Schools, Water and Wastewater, and Housing. Only experience beyond that demonstrated by the Bidder to meet Mandatory Requirement M1.2.6 will be considered on this Criterion.</p> <p>Points will be awarded as follows:</p> <p><i>Up to ten (10) points per discipline</i></p>		<p>Up to a maximum of 100 points</p>
	<p>1.1.2 One (1) point per project in which the proposed Core Contracted Resource demonstrates substantiated experience with First Nations, Inuit, or other Aboriginal communities (in Canada or abroad). In order to receive points under this factor, regardless of the client or employer of the resource when the experience was obtained, the Core</p>		<p>Up to a maximum of 10 points</p>

	<p>Contracted Resource's experience must involve working directly with the Aboriginal community (either working in the community, or experience in direct consultation with members of the community).</p> <p>Points will be awarded as follows: <i>Up to one (1) point per discipline</i></p>		
	<p>1.1.3 One (1) point per project in which the proposed Core Contracted Resource demonstrates substantiated experience with small community infrastructure projects, or remote community infrastructure projects. These may include, but are not limited to, on-reserve infrastructure.</p> <p>For this factor, "small community" means a community of no more than 500 people. "Remote community" means a community with limited or no road or rail access.</p> <p>Points will be awarded as follows: <i>Up to two (2) point per discipline</i></p>		Up to a maximum of 20 points
	<p>1.2 One (1) point will be awarded to each additional Core Contracted Resource that meets the qualifications and requirements as set out in the Mandatory Criteria above.</p> <p>Given that the bidder may propose a maximum of four (4) Core Contracted Resources, the additional Core Contracted Resources that could receive points in this section would be three (3) Core Contracted Resources.</p> <p>Points will be awarded as follows: <i>Up to three (3) point per discipline</i></p>		Up to a maximum of 30 points
R2	<p>PROPOSED NON-CORE CONTRACTED RESOURCES</p> <p>In addition to the proposed Core Contracted Resources, the Bidder may propose any one (1) or more of the four (4) non-Core Contracted Resource disciplines, as identified in the Statement of Work, section 7.3.1 – 7.3.4.</p> <p>Proposed non-Core Contracted Resources must meet the qualifications and requirements for the discipline(s) in which they are proposed [as identified the Statement of Work, section 7.4.1, k) through n)] in order to</p>		Up to a maximum of 40 points

	<p>be considered qualified.</p> <p>The first proposed qualified non-Core Contracted Resource per discipline will be awarded ten (10) points.</p> <p>The Bidder may list a maximum of two (2) proposed non-Core Contracted Resources per discipline. Only the first compliant non-Core Contracted Resource <u>per discipline</u> will be evaluated on this criterion. Any second proposed non-Core Contracted Resource will be assessed against the qualifications and requirements for the discipline in which he or she is proposed, and if qualified will be added to any SOA Award, but will not receive points. Any non-Core Contracted Resources listed beyond that will not be considered.</p> <p>Points will be awarded as follows: <i>Ten (10) points per Resource</i></p>		
<p>R3</p>	<p>NON-CORE INFRASTRUCTURE CATEGORIES</p> <p>3.1 Two (2) points will be awarded to the Bidder for each year of the proposed Contracted Resources' (Core or non-Core) experience <u>per</u> non-Core Infrastructure Category, up to the maximum number of points identified per Category in section 3.1.1 below.</p> <p>A single proposed individual cannot receive more than twenty (20) points over all of the Non-Core Infrastructure Categories.</p> <p>Points will only be awarded to proposed Contracted Resources (Core or non-Core) who are qualified*</p> <p>*The proposed Contracted Resources must meet the minimum qualification requirements of their discipline (Core or non-Core) in order for their experience in the non-Core Infrastructure Category to be considered.</p> <p>3.1.1 The non-Core Infrastructure Categories are:</p> <ul style="list-style-type: none"> a) Roads (2 points per year of experience up to 8 points); b) Electrification (2 points per year of experience up to 10 points); c) Connectivity (2 points per year of experience up to 10 points); d) Bridges (2 points per year of experience up to 6 points); e) Solid waste disposal, diversion, recycling, and management (2 points per year of 		<p>Up to a maximum of 70 points</p>

	<p>experience up to 10 points);</p> <p>f) Remediation of contaminated sites (2 points per year of experience up to 10 points);</p> <p>g) Communications infrastructure (2 points per year of experience up to 6 points);</p> <p>h) Community Facilities (2 points per year of experience up to 10 points).</p>		
R4	<p>REGIONAL AVAILABILITY</p> <p>4.1 The Bidder will receive a maximum of ten (10) points overall for having demonstrated regional availability. Regional availability is defined as: The Bidder having an office within the Region from which a Resource can work OR the Bidder having a proposed qualified Core/non-Core Contracted Resource within a Region. For the purpose of this Criterion “within” a Region is defined as being located within 200km of the DIAND Regional Headquarter location identified in 4.2.1-4.2.8 below:</p> <p>4.2 Bidders should identify any office locations or the Regional location(s) (if applicable) of their proposed Contracted Resources (Core/non-Core), for each of the following Regions:</p> <p>4.2.1 Atlantic – Amherst, NS (2 points);</p> <p>4.2.2 Quebec – Quebec City (1 point);</p> <p>4.2.3 Ontario – Toronto (1 point);</p> <p>4.2.4 Manitoba – Winnipeg (1 point);</p> <p>4.2.5 Saskatchewan – Regina (1 point);</p> <p>4.2.6 Alberta – Edmonton (1 point);</p> <p>4.2.7 British Columbia – Vancouver (2 points);</p> <p>4.2.8 Yukon – Whitehorse (1 point).</p>		<p>Up to a maximum of 10 points</p>
R5	<p>APPROACH TO ABORIGINAL OPPORTUNITY CONSIDERATIONS (AOC)</p> <p>5.1 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 Comprehensive Land Claims Agreement (CLCA) area in the Yukon.</p> <p>There are several agreements pursuant to the Yukon Umbrella Final Agreement. These include:</p> <p>Champagne and Aishihik First Nations Final</p>		<p>Up to a maximum of 20 points</p>

	<p>Agreement; First Nation of Nacho Nyak Dun Final Agreement; Teslin Tlingit Council Final Agreement; Vuntut Gwitchin First Nation Final Agreement; Little Salmon/Carmacks First Nation Final Agreement; Selkirk First Nation Final Agreement; Tr'ondeck Hwech'in Final Agreement; Ta'an Kwach'an Council Final Agreement; Kluane First Nation Final Agreement; Kwanlin Dun First Nation Final Agreement; Carcross/Tagish First Nation Final Agreement.</p> <p>5.2 Up to twenty (20) points will be awarded for proposing an achievable and realistic approach to enabling the maximization of local Aboriginal involvement in the work to be completed. This should include evidence that elements of the approach have been used successfully on past projects.</p> <p>Evidence should be provided to demonstrate the effectiveness of the same or similar plan in the past, and to demonstrate the positive outcomes the plan will have for the Region.</p> <p>The following areas should be substantially addressed:</p> <p>a) realistic methods of recruitment and retention (up to 4 points); b) community engagement and communication (up to 4 points); c) timely, relevant and realistic training commitments (up to 6 points); d) employment and contracting opportunities (up to 6 points)</p>		
<p>R6</p>	<p>PROPOSAL QUALITY</p> <p>6.1 The Proposal should be presented in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the Request for Standing Offer (RFSO).</p> <p>6.2 Up to 8 points for the proposal having an order/structure that matches the order and sequence of the mandatory and point-rated</p>		<p>Up to a maximum of 20 points</p>

	criteria in the RFSO.		
6.3	Up to 4 points for including a table of contents with page numbers and tabs between sections of the proposal.		
6.4	Up to 8 points for the proposal being clear and easy to use overall as related to the structure, presentation, layout and design.		

1.2 Financial Evaluation

- 1.2.1 Only proposals that meet all Mandatory criteria and have been point-rated will proceed to financial evaluation.
- 1.2.2 The Financial Evaluation will be carried out by the Contracting Authority independent of the Technical Evaluation Team. Financial Proposals must be based on the information found in the Basis of Payment, and will be evaluated based on the methodology detailed below.
- 1.2.3 Failure on the part of the Bidder to provide the information required within the Financial Proposal will result in the Contracting Authority deeming the Bidder's Proposal non-compliant, with the Proposal being given no further consideration.
- 1.2.4 All of the information required in this section must appear in the Bidder's Financial Proposal ONLY. The Bidder's Financial Proposal must be submitted in a separate, sealed envelope from the Bidder's Technical Proposal. The Bidder's failure to comply with this condition will result in the Bidder's Proposal being declared non-compliant and being given no further consideration.
- 1.2.5 Bidders **MUST** include fixed, all-inclusive *per diem rates* for each Senior Level Core Contracted Resource proposed in each Region of potential Service Delivery for Contract Years 1-3 (2014-2017), Option Year 1 (2017-2018) and Option Year 2 (2018-2019) in Table 4-A below.
- 1.2.6 In order to provide the services of any proposed non-Core Contracted Resource (optional), the Bidder **MUST** include fixed, all-inclusive *per diem rates* for those proposed Contracted Resources at a Senior Level in the Tables provided in the Basis of Payment. Non-Core Contracted Resources will not be evaluated as part of this financial evaluation process, aside from a review of Price Support (see 1.2.11, below).
- 1.2.7 Where Bidders have proposed Senior level Contracted Resources, Bidders may optionally propose fixed, all-inclusive *per diem rates* for proposed Contracted Resources at the Intermediate or Junior Levels of Seniority in the Tables provided in Annex "B" Basis of Payment. Bidders proposed *per diem rates* for any Intermediate or Junior Levels of Seniority **MUST NOT** exceed the *per diem rates* for the proposed Senior level Contracted Resources in the same discipline. Any Intermediate or Junior Level Resources will not be evaluated as part of this financial evaluation process, aside from a review of Price Support (see 1.2.11, below).
- 1.2.8 *Per Diem Rates* shall be based on a 7.5 hour day.

1.2.8.1 Missing Rates

- a) If a rate is missing for a proposed **Core Contracted Resource** entirely, the Bidder's proposal **will be deemed non-compliant** with no further consideration being given.
- b) If a rate is missing for one or more Regions for a Core Contracted Resource, the Bidder's proposed lowest rate for that Contracted Resource will be inserted into all blanks. The Bidder will be evaluated based on that rate, and that rate will form a contractual obligation on the part of the Bidder in the event they are awarded a Standing Offer Agreement, and upon issuance of any resultant Call-up(s) involving the Contracted Resource(s) in question.
- c) If a rate is missing entirely for any non-Core Contracted Resource(s) (optional), the Bidder will not be able to provide those Contracted Resource(s) in the event they are awarded a Standing Offer Agreement and upon issuance of any resultant Call-up(s).

1.2.9 Bidders will be evaluated based upon their *Average Per Diem Rate per Contracted Resource* across all Regions. **Only Core Contracted Resource rates for Senior Level contracted resources will be evaluated. In the event of discrepancies between proposed rates in table 4-A and Annex "B", the rates in table 4-A will take precedence.**

1.2.10 Bidders' proposed *per diem* rates **MUST NOT** be higher than the Bidder's proposed median rate across all Contracted Resources and all regions + 20% for the same level of Seniority in the same Contract Period or Option Year.

For example, where the Bidder proposes \$800 for BC, \$1,000 for Alberta, \$900 for Saskatchewan, \$800 for Manitoba, \$1050 for Ontario, \$950 for Quebec, and \$800 for Atlantic, the median would be \$900. Therefore, the maximum rate allowed would be \$900+20%=\$1080. Therefore, the Bidder's rates would be compliant, as no rates are above the maximum \$1080 for this example. Note that in the calculations in evaluation, all rates for all Core Contracted Resources for all Regions will be used.

1.2.10.1 Bidders' proposed *per diem* rates in Table 4-A will be averaged across all Regions for each Contracted Resource discipline and Contract Period and Option Years 1-2 (Column H). These rates will then be averaged overall (Row J) to arrive at an *Average Per Diem Rate* for evaluation purposes. The Bidder with the lowest *Average Per Diem Rate* will receive full points, with lesser points being awarded to the remaining Bidders proportionally. The following calculations will be used (with letters A through J referencing the columns / rows in the table below, including one column per region):

a) Column I = *Average Per Diem Rate per Contracted Resource* per Contract Period and each Option Year = $(\sum A \text{ to } H) \div 8$

b) Overall *Average Per Diem Rate* (Row J) = $(\sum \text{Column I}) \div 30$

$$\text{Bidder's Overall Financial Score} = \frac{\text{Lowest Average Per Diem Rate}}{\text{Bidder's Average Per Diem Rate}} \times 35$$

1.2.11 Notwithstanding the above, the Bidder **MUST** provide **price support** for all proposed **non-Core Contracted Resource Per Diem Rates** and all Contracted Resource **Per Diem Rates** for any Intermediate or Junior Level resources (if proposed) by the Bidder. Acceptable price support is one or more of the following:

- 1.2.11.1 A current published price list indicating any percentage discount available; or
- 1.2.11.2 Paid invoices for like services sold to other customers; or

1.2.11.3 A “most favored customer” price certification statement.

2 BASIS OF SELECTION

2.1 Only compliant Proposals will be considered.

2.2 Only Proposals that have met all Mandatory Requirements will be considered. All Proposals will be rated on technical acceptability before price is considered. Financial Proposals must meet the mandatory factors stated in the Financial Evaluation section.

2.3 Standing Offers will be awarded based on a determination of Best Value taking into account both the technical merit of the Proposals and the Financial Evaluation. Best Value is defined as the **Highest Total Score**.

2.4 Each Bidder's Total Score will be calculated as follows:

$$\frac{\text{Bidder's Technical Score (/320)}}{320} \times 65 + \text{Bidder's Financial Score (/35)} = \text{Bidder's Total Score (/100)}$$

2.5 The Bidders with the Highest Total Score(s) will be recommended for SOA Award.

2.6 In the event of more than one (1) Bidder with an equal Total Score, the Bidder with the Higher Financial Score will be recommended for SOA Award.

2.7 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 Contract 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.

TABLE 4-A Financial Evaluation of Per Diem Rates (Senior CORE Contracted Resources Only)

	A	B	C	D	E	F	G	H	I
Discipline	BC	Alta.	Sask.	Man.	Ont.	Que.	Atlantic	YT	Average =(∑A:H) ÷ 8
Option Year 1 (2017-2018)									
Infrastructure Procurement and Contract Management Expert - Senior Option Year 2 (2018-2019)	\$	\$	\$	\$	\$	\$	\$	\$	\$
Architect – Senior Contract Years 1-3 (2014-2017)	\$	\$	\$	\$	\$	\$	\$	\$	\$
Architect – Senior Option Year 1 (2017-2018)	\$	\$	\$	\$	\$	\$	\$	\$	\$
Architect – Senior Option Year 2 (2018-2019)	\$	\$	\$	\$	\$	\$	\$	\$	\$
J: Overall Average Per Diem Rate for Senior CORE Contracted Resources = (∑Column I) ÷ 30									\$

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 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) available from Employment and Social Development Canada-Labour's website.

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

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

The Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

2. Additional Certifications Required Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to

provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

2.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a Standing Offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

2.2 Education and Experience

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

2.3 Certificate of Independent Bid Determination

The Offeror must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "F".

PART 6 - SECURITY AND INSURANCE REQUIREMENTS

1. Security Requirement

- 1.1 Before issuance of a Standing Offer, the following conditions must be met:
- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 1.2 Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 1.3 For additional information on security requirements, Offerors should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex "F".

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**A. STANDING OFFER****1. Offer**

- 1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

2. Security Requirement

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

the termination. The Contractor shall be paid for satisfactory Work performed up to the time of termination pursuant to the terms of the contract.

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

- a. Security Requirements Check List (attached hereto as Annex "C"); and
- b. Policy Government Security (Latest Edition)

2.1 The following security requirement (SRCL and related clauses) applies and forms part of the Standing Offer.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2014-06-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) Section 1, is amended as follows:

Delete: "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users" .

Insert: "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer.
- c) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 3.
- d) Section 5 is amended as follows:

Delete: "If applicable, Identified Users will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.”

Insert: “Identified Users will use the call-up procedures and call-up form specified in the Standing Offer to order services”.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer will commence upon the signing of the Articles of the Agreement to March 31, 2017.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5 Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Christian Martineau
Title: Senior Procurement Officer
Department of Indian Affairs and Northern Development
Directorate: Materiel and Assets Management Directorate
Address: 10 Wellington street, Room 1302, Gatineau, QC, K1A 0H4
Telephone: 819-956-1601
Facsimile: 819-953-7721
E-mail address: Christian.Martineau@aandc-aadnc.gc.ca

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.

5.2 Departmental Authority

The Departmental Authority (will be identified upon Standing Offer award):

Name: _____
Title: _____
Department of Indian Affairs and Northern Development
Directorate:

Address: _____
 Telephone: ____ ____ _____
 Facsimile: ____ ____ _____
 E-mail address: _____

The Departmental Authority is the individual responsible for requesting the establishment of the Standing Offer and for its administration. All requests to issue call-ups against the Standing Offer must be approved by the Departmental Authority.

5.3 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

5.4 Offeror's Representative

Name: _____
 Title: _____
 Address: _____
 Telephone: ____ ____ _____
 Facsimile: ____ ____ _____
 E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any employee of the Department of Indian Affairs and Northern Development Canada.

8. Number of Standing Offers

A maximum of five (5) Standing Offers will be issued.

9. Call-up Allocation and Procedures

9.1 Call-up Allocation

9.1.1 DIAND will make best efforts to allocate the work in a fair manner. Call-ups for the delivery of DIAND's Engineering and Technical Advisory Services will be awarded by DIAND to the Offeror(s) who, as exclusively determined by DIAND can best provide the required services (as detailed within the Call-up), based on:

- a) The Resource and Infrastructure Categories required.
- b) Experience or expertise of the Offeror's Resources in Engineering requirements, Building and/or Fire Codes that apply in the geographic location(s) of the Community Infrastructure to which the Call-up pertains.

- c) The availability of the Offeror to undertake the work.
- d) The absence of Conflict of Interest on the part of the Supplier or its Resource(s).
- e) The cumulative dollar-value of previously awarded Call-ups.
- f) Regional office capacity of the Offeror proximate to the DIAND Regional Headquarter location(s) where work is required to be conducted (if applicable to any Call-up).

9.2 Call-up Procedures

- 9.2.1 A Offeror selected for a Call-up will be provided with a Statement of Work describing:
 - 9.2.1.1 The precise nature and scope of the work.
 - 9.2.1.2 Specific deliverables and any applicable schedules and project timelines.
 - 9.2.1.3 Required Resources and names (where applicable).
 - 9.2.1.4 Required Infrastructure Categories.
 - 9.2.1.5 Specific performance standards and quality assurance requirements to the work.
 - 9.2.1.6 Any other items required by a Supplier in order to respond to the Call-up.
- 9.2.2 Should the Offeror be authorized to provide services under any resulting Call-up, the Offeror shall certify the following prior to accepting the Call-up:
 - 9.2.2.1 It shall maintain the confidentiality of all information, documents, and material, whether in oral, written, or machine readable form provided by DIAND and shall not communicate such information, documents or materials to any third party without the prior consent of DIAND; and
 - 9.2.2.2 It does not have any real or apparent conflict of interest, and should any conflict of interest arise over the course of the Call-up, the Offeror and its Resource(s) shall declare it immediately to the DIAND Project Authority.
- 9.2.3 For each Call-up, the DIAND Project Authority will provide the Offeror with details of the work activities to be performed, the deliverables to be submitted within the scope of the Call-up, and the required completion date(s).
- 9.2.4 The named Resource(s) within the Offeror's Call-up Proposal as accepted by DIAND shall be available to provide services under the Call-up.
- 9.2.5 The DIAND Project Authority shall negotiate with the Offeror the number of days required for a given Call-up and the total cost for the services required under the Call-up shall be established by utilizing the applicable rate(s) established within the SOAs, and shall include GST/HST identified as a separate line item and any travel, to a maximum amount, as pre-authorized by the DIAND Project Authority, and in accordance with the Basis of Payment.
- 9.2.6 Upon agreement of the total cost for any given project or assignment, the Offeror will be authorized by the DIAND Standing Offer Authority to proceed with the work by issuance of a signed Call-up document.
- 9.2.7 It is understood and agreed that the Offeror shall not commence work until authorized in writing by a signed Call-up issued by the DIAND Standing Offer Authority or his/her delegate.

10. Call-up Instrument

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

11. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Call-up against the Standing Offer, including any Annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) Annex "A", Statement of Work;
- e) Annex "B", Basis of Payment;
- f) Annex "C", Security Requirements Check List;
- g) Annex "D", Federal Contractor's Program for Employment Equity;
- h) Annex "E", Insurance Requirements;
- i) Annex "F", Certificate of Independent Bid Determination;
- j) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

12. Certifications

12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

12.3 SACC Manual Clauses

12.3.1 SACC Manual Clause M3020C (2011-05-16) Status and Availability of Resources, applies to and forms part of the Standing Offer.

14. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

2.1 General Conditions

2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 – Standard Clauses and Conditions
- c) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

- d) Section 10, Subsection 2 , paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)".

Insert: "the project title, Standing Offer and Call-up number, the date, Procurement Business Number (PBN), deliverable/description of the Work, evidence of actual costs (cost reimbursable elements) and timesheets (if payment is based on hourly or per diem rates).

2.2 Supplemental General Conditions

2.2.1 Indemnification

The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

2.2.2 4007 (2010-08-16) - Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Proactive Disclosure of Contracts with Former Public Servants

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

5. Payment

5.1 Basis of Payment

The following Basis of Payment will form part of the resulting Call-up:

5.1.1 Limitation of Expenditure

1. The Contractor will be paid for Work performed pursuant to each approved call-up, in accordance with Annex "B", Basis of Payment. Canada's total liability to the Contractor under the Call-up must not exceed the Total Price specified in the Call-up.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.2 Method of Payment

Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

5.3 Travel and Living Expenses

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

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost: \$38,000.00.

5.4 Travel Time

Rates are inclusive of any time spent traveling from the Contractor's work location to a specific pre-authorized work assignment that is 100 kilometers or less.

Time spent by a Contractor traveling to and from specific pre-authorized work assignments where the distance is more than 100 kilometers from the Contractor's work location may be billed at 50% of the Contractor's per diem or hourly rate.

Where the time traveled is more or less than a day, per diem rates will be converted to hourly rates based on a 7.5 day when calculating reimbursement costs.

5.5 Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated Cost: \$2,000.00.

5.6 Electronic Payment

Canada is phasing out cheques in favor of direct deposit by April 1, 2016. Therefore, all Canadians and Canadian businesses are encouraged to register for direct deposit as soon as possible to not miss the deadline. The electronic transfer allows Canada's payments to be deposited directly into a contractor's bank account. The Contractor is encouraged to register for [Electronic Direct Payment](http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435) (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>) and to provide its account information upon request.

6. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "E". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7. Official Languages

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.

8. Federal Contractors Program for Employment Equity - Default by the Contractor

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

9. Joint Venture

9.1 The joint venture (the "Joint Venture") is comprised of the following members:

[List Joint Venture members]

9.2 _____ has been appointed as the "**Lead Member**" of the Joint Venture and has full authority to act as agent for each member of the Joint Venture with respect to all matters relating to this Contract;

- 9.3 By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;
- 9.4 The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;
- 9.5 Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and
- 9.6 All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

10. T1204 - Information Reporting By Contractor

- 10.1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 10.2 To enable departments and agencies to comply with this requirement, the Contractor must provide the following in the proposal:
 - a. the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
 - b. the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
 - c. the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
 - d. in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.
- 10.3 The information must be sent to the Contracting Authority and address specified on page 1. If the information includes a SIN, the information should be provided in an envelope marked "protected".

Person's name: _____ (indicate the name)
Address: _____ (indicate the address)

ANNEX "A"

STATEMENT OF WORK

SW1.0 TITLE

The Department of Indian Affairs and Northern Development, Regional Operations Sector (ROS) and Community Infrastructure Branch (CIB) – Engineering and Technical Advisory Services Standing Offer Agreements (SOAs).

SW2.0 BACKGROUND

The Department of Indian Affairs and Northern Development (DIAND) has the primary, but not the exclusive responsibility for meeting the federal government's constitutional, treaty, political, and legal responsibilities to First Nations (FNs), Inuit, Métis and Northerners. Under this mandate, DIAND is responsible for the planning, design, implementation, and assessment of policies and their results in the delivery of a variety of programs and services for FNs, Inuit, Métis and Northern peoples and communities.

DIAND's Community Infrastructure Branch (CIB) holds program and policy management responsibility for assisting FN communities in the provision of basic community infrastructure and services. The CIB's main vehicle for achieving this mandate is the Capital Facilities and Maintenance Program (CFMP). The mandate of the CFMP is to provide financial and advisory assistance to FNs in the development of basic public infrastructure which is essential for healthy, safe and sustainable communities. The CFMP is part of the Department's broader Strategic Outcome "The Economy", to support the economic well-being and prosperity of FNs, Inuit, and Métis people. The CFMP objectives are to assist FNs in making capital and facility, operational and maintenance plans and investment decisions that:

- maximize the life-cycle of physical assets;
- mitigate health and safety risks;
- ensure assets meet applicable codes and standards; and
- ensure programs are managed and delivered in a cost-effective, environmentally sound and sustainable manner.

To meet the objectives listed above, the CFMP:

- Assists eligible recipients to acquire, design, construct, operate, and maintain basic community infrastructure in the following categories: water and wastewater, schools, housing, fire protection assets, electrification, connectivity, roads and bridges, solid waste disposal, and community facilities;
- Provides technical and administrative support to FN communities in pursuit of sustaining their infrastructure as listed in the categories above;
- Develops, in consultation with stakeholders, legislative and regulatory frameworks for safe drinking water and safe buildings in FN communities and the implementation of a new federal regulatory regime;
- Assists eligible recipients to remediate contaminated sites on reserve; and
- Provides financial assistance to eligible recipients to aid in the delivery of their community-based housing programs.

The ROS of DIAND is responsible for: the delivery of national and regional programs and services in 8 regions, emergency planning and crisis management, and community infrastructure funding.

The CIB is comprised of three directorates and one section which provide national leadership and functional guidance to Regional Offices and FN Communities in the areas

of Program Design and Partnerships, Strategic Policy Planning and Innovation, Major Capital Infrastructure Project Delivery, and the Monitoring and Oversight. In providing this functional guidance to its clients, the CIB must develop and promulgate policy, standards, processes and practices which are in line with National and Provincial standards as well as FN Priorities.

SW3.0 OBJECTIVE

- 3.1 DIAND ROS and its CIB seek to establish SOAs with up to five (5) independent Contractors with expertise in various engineering and technical advisory disciplines.
- 3.2 The purpose of these services is to assist the CIB at its headquarters in Gatineau as well as the ROS, of which CIB is a part, and ROS' Regional offices in supporting the development of sustainable infrastructure within FN communities across Canada.
- 3.3 It is anticipated that the resultant SOAs will be primarily used by DIAND CIB HQ in Gatineau. ROS' Regional offices have the option of using these SOAs; however, these do not replace any existing Regional Standing Offers held by any DIAND Regional offices, nor do they preclude the development of new Regional Standing Offers for local delivery of services.

SW4.0 DEFINITIONS AND APPLICABLE DOCUMENTS

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

<u>Term/Acronym</u>	<u>Meaning</u>
DIAND	Department of Indian Affairs and Northern Development.
Call-up	Under a valid Standing Offer Agreement (SOA), a document prepared by the Project Authority and issued by the Contracting Authority to the Contractor, through which DIAND will acquire the required services. The Call-up will contain requirements for the provision of said services, will be consistent with the Statement of Work, and may consist of any combination of the required services and deliverables. Upon acceptance of the Call-up by the Contractor, the Call-up forms a binding agreement.
CFM / CFMP	Capital Facilities and Maintenance (Program).
CIB	Community Infrastructure Branch.
Contracting Authority	The Contracting Authority will be the sole authority on behalf of Canada for the administration and management of this Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of the Contract based on written requests from any government personnel other than the Contracting Authority.
Contractor	The qualified Offeror awarded a Call-up and contracted by DIAND to execute the work.
GoC	Government of Canada.

Term/Acronym	Meaning
NCR	National Capital Region.
Project Authority	The officer or employee of the Crown 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 Standing Offer Agreements and any authorized Call-ups.
ROS	Regional Operations Sector of DIAND.
SOW	Statement of Work.
Standing Offer Agreement(s) [SOA(s)]	An overarching agreement between DIAND and a qualified offeror 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 against the SOA, duly authorized by the Contracting Authority.
Offeror	A qualified entity holding a Standing Offer Agreement.

4.2 In addition to any provisions contained within the SOAs, the following websites may provide further useful information to the Contractor in determining the context of this requirement, as well as its size and scope:

4.2.1 Fact Sheet: Capital Facilities and Maintenance Program: <http://www.aadnc-aandc.gc.ca/eng/1100100016395/1100100016396>

4.2.2 Community Infrastructure information: <http://www.aadnc-aandc.gc.ca/eng/1100100010567/1100100010571>

SW5.0 SCOPE OF WORK

5.1 Contractors shall provide technical documents, reviews, advice, and subject matter expertise for infrastructure projects and special initiatives as described in any resulting Call-up(s).

5.2 The following tasks may be involved in any resulting Call-ups:

5.2.1 Review, assess and develop project and project management documentation, such as, but not necessarily limited to; implementation plans, work plans or other planning documents, project structures, budgets, cost estimates, schedules, risk assessment/risk mitigation plans, quality assurance & quality control plans, procurement plans and strategies, procurement & contracting documents, etc.

5.2.2 Review, assess and develop concept-level technical documentation suitable for planning purposes or public dissemination of documentation such as, but not necessarily limited to: hydrogeological studies, functional specifications, drawings, engineering calculations, infrastructure specifications, technical guidance documents, technical specifications, demographic studies, school enrollment projections, etc.

5.2.3 Quantity surveying.

5.2.4 Value-for-money research and recommendations, including cost estimates and validation, for a variety of infrastructure types.

- 5.2.5 Conduct Value-Engineering studies.
- 5.2.6 Conduct asset inspections and assessments (in the Regions):
 - a) Inspections shall be done to assess the level of efficiency of operation and maintenance for systems/assets being inspected, and to verify if such systems/assets are working as per specifications.
 - b) Inspections assist DIAND and FNs in identifying deficiencies such that appropriate remediation activities and strategies can be determined.
 - c) The types of inspections and assessments that may be conducted include:
 - i) Evaluation of the performance of Water and Wastewater Systems.
 - ii) Assessment of asset (e.g., buildings) conditions.
 - iii) Hazardous materials assessments (such as, but not limited to assessments on asbestos containing materials, mould, mercury, polychlorinated biphenyls containing equipment ,silica sand, and lead).
 - iv) Inspection of systems and assets related to fire protection/prevention.
- 5.2.7 Develop technical documentation to support the design, construction, operation and maintenance of infrastructure facilities.
- 5.2.8 Conduct life-cycle cost analyses.
- 5.2.9 Make recommendations on existing or support the development of new DIAND policies, frameworks, protocols, guidelines and procedures.
- 5.2.10 Develop and/or review infrastructure-related procurement and project delivery documentation, such as; Requests for Information (RFI), Requests for Qualifications (RFQs), and Requests for Proposals (RFPs), and provide subject matter expertise to assist in the review and evaluation of proposals received as a result of tendering processes.
- 5.2.11 Project management support for the delivery of infrastructure projects.
- 5.2.12 Consult with ROS and CIB personnel and any other project stakeholders.
- 5.2.13 Development of technical reports, briefings and presentations for CIB and ROS or other project stakeholders.
- 5.2.14 Expert Witness services.
- 5.3 DIAND does **not** require provision of professional design work within these SOAs or any resultant Call-up(s).

SW6.0 DELIVERABLES

- 6.1 For each of the tasks identified in the Scope of Work (SW6.0), the associated and expected deliverables could include written documentation in the following formats, but not necessarily limited to: guidelines, analyses, reviews, assessments, audits, records, statements, procurement and contracting documents, plans, concept-level drawings, calculations, technical documents, cost estimates, budgets, schedules, reports, studies, surveys, emails or advice.
- 6.2 Deliverables may also include verbal communications such as briefings and advice.
- 6.3 The scope of work attached to any/all resultant Call-up(s) will identify the particular deliverable(s), timelines, and other relevant areas of consideration required to be implemented by the Contractor in the provision of services for the specific Call-up.
- 6.4 All Deliverables shall be in hard-copy, electronic, or both, as required and as identified by the Project Authority for a specific call-up.

SW7.0 CONTRACTED RESOURCE REQUIREMENTS

- 7.1 The Contractor shall provide Core Contracted Resources as described in section 7.2. These Core Contracted Resources will be used to support technical work pertaining to Core Infrastructure Categories as described in section 7.4.2.
- 7.1.1 The Contractor shall ensure that the Contractor's overall Team of Contracted Resources possesses a combined minimum of ten (10) years experience in each of the three (3) Core Infrastructure Categories (see section 7.4.2).
- 7.2 The Contractor shall provide all of the following **Core** Contracted Resources (7.2.1-7.2.10) for the provision of Services related to these SOAs as detailed in the Contractor's Proposal. Any resultant Call-up(s) may require one (1), some, or all of the contracted resources described below. Contracted Resource descriptions are meant to provide general context to the type of work a Contracted Resource may do, and are not meant to limit the subject matter expertise in any Infrastructure Category(ies) that a Contracted Resource may possess.
- 7.2.1 **Civil Engineer** is anticipated to be involved with the following: hydrology (groundwater, wells, etc.), water collection and distribution, water and wastewater treatment, sewers, hydrogeology, community and subdivision planning, development and construction, retrofitting, structural disaster mitigation (e.g. dykes, flood prevention, etc.), etc.
- 7.2.2 **Structural Engineer** is anticipated to be involved with the design and construction of structures pertaining to assets such as school buildings, etc.
- 7.2.3 **Geotechnical Engineer** is anticipated to be involved with the following: geotechnical assessments, feasibility studies, assess risks posed by site conditions, etc.
- 7.2.4 **Water and Wastewater Treatment Engineer** is anticipated to be involved with the following: groundwater, wells, water distribution and collection, water treatment, wastewater treatment, sewers and storm drains, hydrogeology, etc.
- 7.2.5 **Environmental Engineer** is anticipated to be involved with the following: environmental impact assessments, solid waste, environmental asset analyses, construction site impact analyses, contaminated sites, erosion protection, disaster mitigation, hydrogeology, review of previously conducted environmental assessments, etc.
- 7.2.6 **Building Inspector** is anticipated to be involved with asset condition inspections, fire protection/prevention inspections, etc.
- 7.2.7 **Quantity Surveyor** is anticipated to be involved with detailed infrastructure costing exercises.
- 7.2.8 **Infrastructure Project Manager** is anticipated to be involved in any medium- to large-size projects, or coordinating multiple projects of any or various sizes.
- 7.2.9 **Infrastructure Procurement and Contract Management Expert** is anticipated to be involved with: market sounding analyses, preparation of procurement documents (e.g., RFIs, RFQs, and RFPs), review and development of contractual terms and conditions, review of proposals and preparation of recommendations, preparation of contractual documents and management of contracts, advise on the legal terms and conditions of infrastructure procurements and contracts, and support the eventual resolution of conflicts which may arise between project stakeholders (e.g. two parties bound by contract) in the course of infrastructure procurement and delivery.
- 7.2.10 **Architect** is anticipated to be involved with: building design and construction (e.g. housing, schools, etc.), etc.
- 7.3 The Contractor may also provide the following **non-Core** Contracted Resources, as this expertise may be of benefit to DIAND (ROS and CIB). Contracted Resource descriptions are meant to provide general context to the type of work a Contracted Resource may be

required to do under a call-up, and are not meant to limit the subject matter expertise in any Infrastructure Category(ies) that a Contracted Resource may possess.

- 7.3.1 **Landscape Architect** is anticipated to be involved with landscaping associated with the following types of projects: subdivisions, erosion protection, roads, housing, schools, etc.
- 7.3.2 **Electrical Engineer** is anticipated to be involved with electrical engineering work associated with the following types of projects: schools, housing, fire protection, electrification, communications infrastructure, connectivity, etc.
- 7.3.3 **Telecommunications Advisor** is anticipated to be involved with telecommunication aspects of the following types of projects: schools, housing, connectivity, communications infrastructure, disaster mitigation, etc.
- 7.3.4 **Mechanical Engineer** is anticipated to be involved with the mechanical engineering work associated with the following types of projects: schools, fire protection, etc.
- 7.4 *Contracted Resource Qualifications*
- 7.4.1 The Contractor shall provide a minimum of one (1) qualified Core Contracted Resource in **each** of the following (a through j). The Contractor shall provide additional qualified non-Core Contracted Resources (k through n) in accordance with the Contractor's Proposal as accepted by DIAND. The same Contracted Resource can be qualified more than once. In order to be considered qualified, Contracted Resources must possess at least the minimum experience, education, and certifications identified for the discipline(s) in which they are providing services. In descriptions of qualifications provided herein, the terms "recognized University" and "recognized education institution" refer to Canadian institutions or those institutions recognized by the Canadian Information Centre for International Credentials (CICIC), at cicic.ca.

Core Contracted Resources

- a) **Civil Engineer;**
- i) At least 10 years of experience as a Civil Engineer;
 - ii) A Professional Engineering designation with a valid license to practice as an Engineer in a province or territory of Canada.
- b) **Structural Engineer;**
- i) At least 10 years of experience as a Structural Engineer;
 - ii) A Professional Engineering designation with a valid license to practice as an Engineer in a province or territory of Canada.
- c) **Geotechnical Engineer;**
- i) At least 10 years of experience as a Geotechnical Engineer;
 - ii) A Professional Engineering designation with a valid license to practice as an Engineer in a province or territory of Canada.
- d) **Water and Wastewater Treatment Engineer;**
- i) At least 10 years of experience in Water and Wastewater Treatment;
 - ii) A Professional Engineering designation with a valid license to practice as an Engineer in a province or territory of Canada.
- e) **Environmental Engineer;**
- i) At least 10 years of experience as an Environmental Engineer;
 - ii) A Professional Engineering designation with a valid license to practice as an Engineer in a province or territory of Canada.

f) **Building Inspector;**

- i) At least 5 years of experience working as a building inspector with qualifications and demonstrated experience in the following;
- ii) National Building Codes and National Fire Codes, and Building and Fire Codes from at least one (1) province or territory;
- iii) Experience in developing recommendations and plans to address physical deficiencies related to the structural integrity of assets;
- iv) Experience in developing recommendations and plans to address a combination of management, operational, and performance deficiencies related to the operation of a facility or system.

g) **Quantity Surveyor;**

- i) At least 10 years of experience as a Quantity Surveyor;
- ii) Be a Professional Quantity Surveyor (PQS) as defined by the Canadian Institute of Quantity Surveyors.

h) **Infrastructure Project Manager;**

- i) At least 10 years of experience as a Project Manager for Infrastructure projects;
- ii) A Bachelor's degree or greater in Engineering or Architecture, or other area related to Infrastructure development, from a recognized University.

i) **Infrastructure Procurement and Contract Management Expert;**

- i) At least 10 years of experience in infrastructure Procurement;
- ii) A Bachelor's degree or greater in a related discipline such as, but not necessarily limited to, Engineering, Architecture, Business, or Economics, from a recognized University.

j) **Architect;**

- i) At least 10 years of experience as an Architect;
- ii) A valid license as an Architect.

Non-Core Contracted Resourcesk) **Landscape Architect**

- i) At least 10 years of experience as a Landscape Architect;
- ii) A Bachelor's degree or greater in architecture, or a related field, with a specialization in Landscape Architecture from a recognized University.

l) **Electrical Engineer**

- i) At least 10 years of experience as an Electrical Engineer;
- ii) A Professional Engineering designation with a valid license to practice as an Engineer in a province or territory of Canada.

m) **Telecommunications Advisor**

- i) At least 10 years of experience as a Telecommunications Advisor;
- ii) A college diploma or higher in Integrated Telecommunications, Computer Networking Communications, Information Technology, or other field related to telecommunications from a recognized education institution.

n) **Mechanical Engineer**

- i) At least 10 years of experience as a Mechanical Engineer;
- ii) A Professional Engineering designation with a valid license to practice as an Engineer in a province or territory of Canada.

7.4.2 The Contractor’s overall Team of Contracted Resources (Core and non-Core) shall possess a cumulative total of at least 10 years of experience in **each** of the following three (3) **Core Infrastructure Categories**:

- a) Schools;
- b) Water and wastewater;
- c) Housing.

The following represents the Core Contracted Resources DIAND anticipates will be primarily (but not exclusively) utilized under the Core Infrastructure Categories described above:

Schools	Water and wastewater	Housing
Architect;	Civil Engineer;	Civil Engineer;
Structural Engineer;	Water and Wastewater Treatment Engineer;	Architect;
Geotechnical Engineer;	Environmental Engineer;	Building Inspector;
Building Inspector;	Infrastructure Project Manager;	Quantity Surveyor;
Quantity Surveyor;	Quality Surveyor;	Infrastructure Procurement and Contract Management Expert;
Infrastructure Project Manager;	Infrastructure Procurement and Contract Management Expert.	Infrastructure Project Manager.
Infrastructure Procurement and Contract Management Expert.		

7.4.3 In addition to the above, any resultant call-up may also pertain to the following non-Core Infrastructure Categories:

- a) Roads;
- b) Electrification;
- c) Connectivity;
- d) Bridges;
- e) Solid waste disposal, diversion, recycling, and management;
- f) Remediation of contaminated sites;
- g) Communications infrastructure;
- h) Community Facilities

7.5 Support Resources

7.5.1 In addition to *Senior Level* Contracted Resources identified to meet the requirements outlined in section 7.4.1, the Contractor may provide, **if authorized by DIAND**, the Services of additional *Support* Contracted Resources at an Intermediate or Junior level for any of 7.4.1 a through n where the Contractor has a qualified senior-level Contracted Resource. Any such *Support* Contracted Resources shall meet or exceed the following requirements (as applicable to their level of seniority). In all descriptions of qualifications provided herein, the terms “recognized University” and “recognized education institution” refer to Canadian institutions or those institutions recognized by the Canadian Information Centre for International Credentials (CICIC), at cicic.ca.

- a) An *Intermediate Level Support* Contracted Resource – shall possess a minimum of five (5) years of experience (attained after completion of the Contracted Resource’s

undergraduate degree/diploma/certification) in the discipline and shall have completed education in the field required from a recognized education institution (as applicable and as noted in section 7.4.1 a through n).

- b) A *Junior Level Support Contracted Resource* – shall possess a minimum of two (2) years of experience (attained after completion of the Contracted Resource’s undergraduate degree/diploma/certification), in the discipline and shall have completed education in the field required from a recognized education institution (as applicable and as noted in section 7.4.1 a through n).

7.5.2 The Contractor shall ensure that all work undertaken by any Support Contracted Resource is overseen and approved by a qualified Senior Level Contracted Resource prior to its submission to DIAND. The Contractor shall provide written and signed confirmation to DIAND that the submission has been reviewed and approved by the supervising Senior Level (Core/non-Core) Contracted Resource.

7.6 *Contracted Resource Replacement*

7.6.1 Contracted Resources may be replaced by the Contractor, but only with the express and prior written approval from the DIAND Project Authority.

7.6.2 Any cost associated with the replacement of Contracted Resources shall be entirely at the Contractor’s expense.

7.6.3 Should the Contractor, at any time, be unable to provide the services of the named Contracted Resource(s), the Contractor shall be responsible for providing replacement Contracted Resources at the same cost. The replacement Contracted Resources shall be at the equivalent level and these must also be acceptable to the DIAND Project Authority.

7.6.4 In advance of the date upon which any replacement Contracted Resource(s) are to commence work, the Contractor shall notify the DIAND Project Authority, in writing, of the reason for the unavailability of the named Contracted Resource(s). The Contractor shall then provide to the DIAND Project Authority the name(s) and detailed curriculum vitae (CV) of the proposed replacement Contracted Resource(s). Should the proposed replacement Contracted Resource(s) not meet or exceed level requirements, DIAND reserves the right to refuse the proposed replacement Contracted Resource(s).

7.6.5 Under no circumstances shall the Contractor execution of the services by replacement Contracted Resources that have not been duly authorized by the DIAND Project Authority.

SW8.0 PERFORMANCE STANDARDS AND QUALITY ASSURANCE

8.1 The Contractor shall possess or ensure the provision of knowledge, expertise and experience appropriate to meet or exceed the requirements of DIAND’s Engineering and Technical Advisory Services as described herein and in any resultant Call-up(s).

8.2 In providing Engineering and Technical Advisory Services as described herein and in any resultant Call-up(s), the Contractor shall, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:

8.2.1 The Contractor shall provide deliverables as per the timelines and schedule mutually agreed upon and in particular as specified by the call-up(s).

8.2.2 In addition to the requirement for Contractor Performance, there is an inherent Quality Assurance Standard associated with all Call-up(s). The Contractor shall apply a rigorous Quality Assurance methodology that conforms to industry standards and best practices to ensure the accuracy and quality of all deliverables and services provided.

8.2.3 Specific Performance Standards and Quality Assurance requirements will be described in any result Call-up(s).

- 8.3 All deliverables rendered under any resultant Call-up(s) are subject to inspection by the DIAND Project Authority or a designated representative. The Project Authority reserves the right to verify the accuracy of all deliverables.
- 8.4 The management by the Contractor of service delivery to DIAND in relation to any resultant Call-up(s) shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, codes and policies as well as professional standards.
- 8.5 The Contractor shall ensure that all resources deployed in the provision of services under any resultant Call-up(s), including any and all sub-contractors, are properly trained and qualified to fulfill their responsibilities. In addition, the Contractor shall ensure that all deployed resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.
- 8.6 It is the responsibility of the Contractor to ensure its conduct and performance is in accordance with the terms and conditions of the SOAs and any resultant Call-up(s), and in accordance with the *Code of Conduct for Procurement*. It is also the responsibility of the Contractor to ensure the conduct and performance of its deployed resources are in accordance with the same.

SW9.0 REPORTING REQUIREMENTS

- 9.1 As specified in any resultant Call-up(s), the Contractor shall provide regular status reports and various *ad hoc* oral status updates to the Project Authority in relation to the work at their request.
- 9.2 It is the responsibility of the Contractor to facilitate and maintain regular communication with the Project Authority. In addition, the Contractor is to immediately notify the Project Authority of any issues, problems, or areas of concern in relation to any work completed under any resultant Call-up(s) as they arise.
- 9.3 Additional reporting requirements will be specified in any resultant Call-up(s).

SW10.0 RISKS AND CONSTRAINTS

- 10.1 The Contractor may be required to conduct work outside of normal operating hours in order to meet associated deadlines.
- 10.2 The Contractor's Contracted Resources may be required to travel to construction sites, or other sites that require the use of personal safety and protective equipment, such as, but not necessarily limited to, hard hats, steel-toed boots, reflective vests, etc. It is the Contractor's responsibility to provide its Contracted Resources with appropriate, certified safety equipment, at no cost to DIAND.

SW11.0 CONTRACTOR RESPONSIBILITIES

- 11.1 In fulfilling the terms and conditions of the SOAs and any resultant Call-up(s), the Contractor agrees to:
- 11.1.1 Provide a mutually agreed-upon principal Point of Contact for the Contractor, who will be actively involved in, and responsible for, all activities undertaken.
- 11.1.2 Provide a work plan and schedule prior to the commencement of work on any resultant Call-up.
- 11.1.3 Complete assigned work according to pre-defined schedules and standards.
- 11.1.4 Provide Quality Assurance monitoring on all deliverables.
- 11.1.5 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.

SW12.0 GOVERNMENT REPRESENTATIVE AND SUPPORT

- 12.1 As required for the completion of work, DIAND will provide:
- 12.1.1 Access to DIAND's facilities, the Project Authority and/or other DIAND personnel as required for meetings, consultations, and information for the successful completion of the Contractor's work under any resultant Call-up(s).
 - 12.1.2 A letter of introduction to FNs, or other stakeholders as required, to facilitate access for inspections, or other activities in support of ROS and CIB, as stated in any resultant Call-up(s).
 - 12.1.3 Access to relevant documentation and reference materials to which the Contractor would not otherwise have access as required to complete the Work.
 - 12.1.4 Review of submissions, as required, and the provision of comments/suggested revisions, in a timely manner.
 - 12.1.5 Other assistance and support as appropriate.

SW13.0 LOCATION OF WORK AND TRAVEL

- 13.1 It is anticipated that the work may take place at the Contractor's location, at DIAND's location, either in the NCR or in a Region, in a FNs Community, or at a construction site (which may be on reserve or off reserve) related to the work. Notwithstanding, the location of work will be indicated in any resultant Call-up(s).
- 13.2 The Contractor will be responsible for its own costs associated with any required travel to the NCR, as required.
- 13.3 As specified in any resultant Call-up, the Contractor shall travel to DIAND's Regional Headquarter location(s), construction sites or FNs Communities for the conduct of the work.
- 13.3.1 The Contractor may be required to work at DIAND's Regional locations as follows:
- a) Atlantic – Amherst, NS;
 - b) Quebec – Quebec City;
 - c) Ontario – Toronto;
 - d) Manitoba – Winnipeg;
 - e) Saskatchewan – Regina;
 - f) Alberta – Edmonton;
 - g) British Columbia – Vancouver;
 - h) Yukon – Whitehorse.
 - i) Note that work is not anticipated to be conducted in the NWT or Nunavut.
- 13.3.2 Contractor work at construction sites or FNs Communities may be for community engagement, asset inspections, or other work in support of ROS and CIB, as stated in any resultant Call-up(s).
- 13.4 DIAND Standing Offer Authority must authorize any travel as described above in section 14.3 for any resultant Call-up(s) and will reimburse the contractor in accordance with the National Joint Council Travel Directive (see <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>).
- 13.5 Regional Call-ups may request specific approaches to incorporate Aboriginal Opportunity considerations (e.g. training, capacity building, contract, and supply/service opportunities).

13.6 Comprehensive Land Claims Agreements

13.6.1 The Contractor may be required to work within areas covered by Comprehensive Land Claims Agreements (CLCAs). These include, but are not necessarily limited to:

Location	Related Land Claim(s)
Yukon	<p><i>Several agreements pursuant to the Yukon Umbrella Final Agreement. These include:</i></p> <p>Champagne and Aishihik FNs Final Agreement; FN of Nacho Nyak Dun Final Agreement; Teslin Tlingit Council Final Agreement; Vuntut Gwitchin FN Final Agreement; Little Salmon/Carmacks FN Final Agreement; Selkirk FN Final Agreement; Tr'ondeck Hwech'in Final Agreement; Ta'an Kwach'an Council Final Agreement; Kluane FN Final Agreement; Kwanlin Dun FN Final Agreement; Carcross/Tagish FN Final Agreement.</p>

13.6.2 Any specific CLCA(s) applicable to any resultant Call-up(s), and any requirements with regard to the Contractor's work related to applicable CLCA(s), will be identified in the applicable Call-up(s).

SW14.0 GREEN PROCUREMENT AND SERVICES

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


SW15.0 CONTRACTOR'S PROPOSAL (For individual Call-ups)

15.1 The Contractor's proposal dated _____, insofar as it is not in variance with anything contained herein, shall apply to and form part of this Agreement.

Discipline	BC	Alta.	Sask .	Man.	Ont.	Que.	Atla ntic	YT
Mechanical Engineer – Senior	\$	\$	\$	\$	\$	\$	\$	\$
Mechanical Engineer – Intermediate	\$	\$	\$	\$	\$	\$	\$	\$
Mechanical Engineer – Junior	\$	\$	\$	\$	\$	\$	\$	\$

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

 Affaires autochtones et Développement du Nord Canada Aboriginal Affairs and Northern Development Canada	Contract Number / Numéro du contrat Security Classification / Classification de sécurité						
SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)							
PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE							
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région CIB/RO/ETS/NCR	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :						
3. Brief Description of Work / Brève description du travail To establish Standing Offer Agreements with up to five (5) independent contractors with expertise in architectural and various engineering and technical advisory disciplines.							
4. Contract Amount / Montant du contrat 10M \$	6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) : Unknown						
5. Contract Start and End date / Date de début et de fin du contrat 30-06-2014 to/au 30-06-2019							
7. Will the supplier require / Le fournisseur aura-t-il :							
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui						
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)							
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)							
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS							
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir/entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?							
	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)							
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?							
	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties?							
	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
If yes, specify: / Si oui, spécifiez :							
a) Email transmission / Transmission par courrier électronique :	<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :	<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui						
9.3 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						
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographique, téléphone/télécopieur sécuritaire)							
10. SUMMARY CHART / TABLEAU RÉCAPITULATIF							
		PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
Category / Catégorie	Please refer to question / Veuillez vous référer à la question	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
Information / Assets / Renseignements/biens	7.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information / Assets (off site) / Renseignements/biens (extérieur)	8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information / Assets (off site) / Renseignements/biens TI (extérieur)	9.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission – email / Transmission TI – courriel	9.2 a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission – other / Transmission TI – autre	9.2 b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remote Access to Network / Connexion à distance au réseau	9.2 c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMSEC	9.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PART C – PERSONNEL / PARTIE C – PERSONNEL							

11.1 Personnel Security Screening Level Required:
Niveau d'enquête de la sécurité du personnel requis :

N/A /
Non requis

Reliability/
Fiabilité

Confidential/
Confidentiel

Secret

Top Secret/
Très secret

11.2 May unscreened personnel be used for portions of work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

No
Non

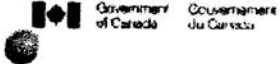
Yes
Oui

N/A /
Non requis

12. 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



Contract Number / Numéro du contrat: 1000163121
Security Classification / Classification de sécurité

13. Organization / Project Authority / Chargé de projet de l'organisme
 Name (print) - Nom (en lettres majuscules): Daniel Leclair Title - Titre: Director General
 Signature: David Smith, A/Director General
 Telephone No. - N° de téléphone: 819-953-4636 Facsimile No. - N° de télécopieur: 819-953-3321 E-mail address - Adresse courriel: Daniel.Leclair@aadnc-aandc.gc.ca
 Date: Aug 6 2014

14. Organization Security Authority / Responsable de la sécurité de l'organisme
 Name (print) - Nom (en lettres majuscules): Janette Meinert Title - Titre: Contracting Security Officer
 Signature: [Signature]
 Telephone No. - N° de téléphone: Office: (819) 953-6873 Fax: (819) 994-6774 E-mail address - Adresse courriel: janette.meinert@ainc-inac.gc.ca
 Date: AUG 15 2014

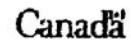
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
 Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement
 Name (print) - Nom (en lettres majuscules): Christian Martineau Title - Titre: Senior Procurement Officer
 Signature: [Signature]
 Telephone No. - N° de téléphone: 819-956-1601 Facsimile No. - N° de télécopieur: 819-953-7721 E-mail address - Adresse courriel: christian.martineau@aadnc-aandc.gc.ca
 Date: [Blank]

17. Contracting Security Authority / Autorité contractante en matière de sécurité
 Name (print) - Nom (en lettres majuscules): Josée Guilbault Title - Titre: Head Personal Security Contractor and Awareness
 Signature: [Signature]
 Telephone No. - N° de téléphone: Office: (819) 953-3730 Fax: (819) 994-6774 E-mail address - Adresse courriel: josée.guilbault@ainc.inac.gc.ca
 Date: AUG 15 2014

TBS/SCT 350 (03/2004-12)

Security Classification / Classification de sécurité



**ANNEX “D” to PART 5 - REQUEST FOR STANDING OFFERS
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror’s certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour’s website.

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

Complete both A and B.

A. Check only one of the following:

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

OR

- A5.2 The Offeror certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

OR

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for

Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX "E"**INSURANCE REQUIREMENTS****Insurance Coverage - General Conditions****IC1 PROOF OF INSURANCE**

The Contractor shall unless otherwise directed by the Departmental Representative, deposit with the Departmental Representative, the Insurer's Certificate of Insurance (included herein) and, if so requested by the Departmental Representative, the originals or certified true copies of all Standing Offer Agreements of insurance maintained by the Contractor pursuant to the Insurance coverage requirements specified hereunder.

IC2 RISK MANAGEMENT

The provisions of the Insurance Coverage Requirements specified hereunder are not intended to cover all of the Contractor's Indemnification obligations as detailed in the General Conditions of the Standing Offer Agreement. Any additional risk management measures or additional insurance coverages the Contractor may deem necessary to fulfill its Indemnification obligations shall be at its own discretion and expense.

IC3 PAYMENT DEDUCTIBLE

The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Contractor.

IC4 REPRESENTATION AND WARRANTY

The Contractor has represented that it has in place and effect the appropriate insurance coverage as required by these Insurance Conditions and, further, that it shall maintain all required insurance policies in place and effect as required by these Insurance Conditions.

IC5 PERIOD OF INSURANCE

Unless otherwise directed in writing by the Departmental Representative or otherwise stipulated elsewhere in these Insurance Conditions, the liability insurance required hereunder shall be in force and be maintained from the commencement date of the Contract or Call-up Work until the Contract or Call-up completion date.

IC6 COMMERCIAL GENERAL LIABILITY POLICY REQUIREMENTS**6.1. Scope of Policy:**

The policy shall be written on a form similar to that known and referred to in the insurance industry as IBC 2100 - Commercial General Liability policy (Occurrence form) and shall provide for limit of liability of not less than **TWO MILLION DOLLARS (\$2,000,000)** inclusive for Bodily Injury (including injuries resulting in death) and Property Damage (including loss of use thereof) for any one occurrence or series of occurrences arising out of one cause. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

The Commercial General Liability Insurance policy shall insure the Contractor, and shall include, as an Additional Insured, but only with respect to liability arising out of the performance of the Contract, Her Majesty the Queen in Right of Canada, represented by the Minister of the Department of Indian Affairs and Northern Development.

6.2. Coverages/Provisions:

The policy shall include, but not necessarily be limited to the following coverages/provisions:

- 6.2.1. Liability arising out of or resulting from the ownership, existence, maintenance or use of premises by the Contractor and operations necessary or incidental to the performance of this contract;
- 6.2.2. "Broad Form" Property Damage including the loss of use of property;
- 6.2.3. Owner's and Contractor's Protective Liability;
- 6.2.4. Contractual and Assumed Liabilities under this contract;
- 6.2.5. Products and Completed Operations Liability;
- 6.2.6. Blanket Contractual;
- 6.2.7. Non-Owned Automobile Liability;
- 6.2.8. Cross Liability - The Clause shall be written as follows: "Cross Liability - The insurance as is afforded by this policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein of more than one Insured shall not increase the limit of the Insurer's liability.";
- 6.2.9. Severability of Interests - The Clause shall be written as follows: "Severability of Interests - This policy, subject to the limits of liability stated herein, shall apply separately to each Insured in the same manner and to the same extent as if a separate policy had been issued to each. The inclusion herein of more than one insured shall not increase the limit of the Insurer's liability.";
- 6.2.10. Contingent Employers Liability;
- 6.2.11. Employees as Named Insureds; and
- 6.2.12. Personal Injury

6.3. Deductible:

The policy shall be issued with a deductible amount of not more than **TEN THOUSAND (\$10,000)** per occurrence.

IC7 ERRORS AND OMISSIONS LIABILITY INSURANCE

- 7.1. Errors and Omissions Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract or Call-up (as applicable) in an amount usual for a Contract/Call-up of this nature, but, in any case, for a limit of liability not less than **ONE MILLION DOLLARS (\$1,000,000)** per loss and in the annual aggregate, inclusive of defence costs.
- 7.2. If this is a claims-made policy and the duration of the Contract exceeds the policy term; in the event of cancellation or non-renewal of the policy, an Extended Claims Reporting Endorsement, minimum twelve (12) months, must be secured by the Contractor.
- 7.3. The following endorsement must be included:

Notice of Cancellation or Amendment:

The Insurer agrees to provide the Contracting Authority thirty (30) days written notice of cancellation or amendment.

IC8 AUTOMOBILE LIABILITY INSURANCE

- 8.1. Automobile Liability Insurance (if the Work is subject thereto) shall be effected by the Contractor and maintained in force throughout the duration of the Contract or Call-up (as applicable) in an amount not less than **TWO MILLION (\$2,000,000)** – if automobiles owned and/or registered by the Contractor are used in the performance of the Contract or Call-up Work.
- 8.2. The policy must include the following:
 - a) Third Party Liability – \$2,000,000 Minimum Limit per Accident or Occurrence;
 - b) Accident Benefits – all jurisdictional statutes;
 - c) Uninsured Motorist Protection;
- 8.3. The following endorsement must be included:

Notice of Cancellation or Amendment:

The Insurer agrees to provide the Contracting Authority thirty (30) days written notice of cancellation.

**Insurer's Certificate of Insurance
Attestation d'assurance d'un assureur**

To be completed by the Insurer (not a broker) and delivered to the Department of Indian Affairs and Northern Development within 30 calendar days of Contract award or, within five (5) days following receipt and acceptance of a "Call-up Against a Standing Offer Agreement" document/"Call-up Against a Supply Arrangement" document.

A être complétée par l'Assureur (non le Courtier) et livrée au Ministère des affaires indiennes et développement du Nord dans les trente jours civils suivant l'acceptation de la soumission ou dans les cinq (5) jours suivant la réception et l'acceptation d'une commande subséquente à une convention d'offre à commandes/d'une commande subséquente à une entente en matière d'approvisionnement.

Description of Work – Description des travaux		Contract Number – Numéro de marché		Award Date – Date d'adjudication Y - A M D - J	
Location – Endroit					
INSURER – ASSUREUR			BROKER – COURTIER		
Name – Nom			Name – Nom		
Address (No., Street) – Adresse (N ^o , rue)			Address (No., Street) – Adresse (N ^o , rue)		
City – Ville			City – Ville		
Province		Postal Code – Code postal		Province	
				Postal Code – Code postal	
INSURED – ASSURÉ			ADDITIONAL INSURED – ASSURÉ ADDITIONNEL		
Name of Contractor – Nom de l'entrepreneur			Her Majesty the Queen in right of Canada as represented by the Minister of the Department of Indian Affairs and Northern Development is named as an additional insured under the Commercial General Liability Insurance policy.		
Address (No., Street) – Adresse (N ^o , rue)			Sa majesté la Reine du chef du Canada, représentée par le Ministre du Ministère des affaires indiennes et développement du Nord, est désignée assuré additionnel conformément à la police d'assurance de la responsabilité civile des entreprises.		
City – Ville			Address – Adresse		
Province		Postal Code – Code postal			
<p>This Insurer certifies that the following policies of Insurance are at present in force covering all operations of the Insured, in connection with the contract made between the named Insured and Her Majesty the Queen in right of Canada, represented by the Minister of the Department of Indian Affairs and Northern Development.</p>			<p>L'assureur atteste que les polices d'assurance suivantes sont présentement en vigueur et couvrent toutes les activités de l'assuré, en fonction du marché conclu entre l'Assuré dénommé et Sa majesté la Reine du chef du Canada représentée par le Ministre du Ministère des affaires indiennes et du développement du Nord.</p>		

POLICY - POLICE

Type – Genre	Number – Numéro	Inception Date – Date d'effet	Expiry Date - Date d'expiration	Deductible – Franchise
Commercial General Liability Responsabilité civile des entreprises				
Other (List) Autre (énumérer)				

Each of these policies includes the coverages and provisions as specified in the Insurance Coverage Requirements in Insurance Conditions Appendix "E" and the Commercial General Liability Insurance policy has been endorsed to cover Her Majesty as an Additional Insured. The Insurer agrees to notify Her Majesty and all Named Insureds in writing thirty (30) calendar days prior to any change in, or cancellation of any policy or coverage.

Chacune des présentes polices renferme les garanties et dispositions spécifiées dans les Exigences de garanties d'assurance des Conditions d'assurances Appendix «E», et la police d'assurance de la responsabilité civile des entreprises a été amendée pour couvrir Sa Majesté en tant qu'assuré additionnel. L'assureur convient de donner un préavis de trente (30) jours civils à Sa Majesté et à l'assuré désigné en cas de changement visant la garantie d'assurance ou les conditions ou de l'annulation de n'importe quelle police ou garantie.

Name of Insurer's Officer or Authorized Employee

Nom du cadre ou de la personne autorisée

Telephone Number – Numéro de téléphone

Signature

Date

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT NOR RESTRICT THE RIGHT OF THE DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT TO REQUEST AT ANY TIME, DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES.

L'ÉMISSION DE LA PRÉSENTE ATTESTATION NE DOIT PAS LIMITER OU RESTREINDRE LE DROIT DE TRAVAUX DU MINISTRE DES AFFAIRES INDIENNES ET DÉVELOPPEMENT DU NORD DE DEMANDER EN TOUT TEMPS DES COPIES CERTIFIÉES CONFORMES EN DOUBLE DESDITS CONTRATS D'ASSURANCE.

ANNEX "F"

Certificate of Independent Bid Determination

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

Corporate Name of Recipient of this Submission

for: _____

Name and Number of Bid and Project

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

Name of Tendering Authority

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

I certify, on behalf of: _____

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

that:

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

- d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;
- 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