



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

**Bid Receiving:  
Réception de soumission :**

**Department of Indian Affairs and Northern Development  
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).

<b>Vendor/Firm - Fournisseur/de l'entrepreneur</b>	
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 <b>Research, Evaluation, Performance Measurement and Review</b>	
Solicitation Number - Numéro de l'invitation <b>1000165119</b>	
Date (YYYYMMDD) - Date (AAAAMJJ) <b>2015-01-22</b>	
Solicitation Closes - L'invitation prend fin At - À <b>3:00 p.m.</b>	Time Zone - Fuseau horaire  <b>Eastern Standard Time (EST)</b>
On (YYYYMMDD) - Le (AAAAMJJ) <b>2015-03-03</b>	
<b>Standing Offer Authority - L'autorité d'offre à commande</b>	
Name - Nom <b>Véronique Larose</b>	
Telephone Number - Numéro de téléphone <b>(819) 934-2031</b>	
Facsimile Number - Numéro de télécopieur <b>(819) 953-7721</b>	
Email Address - Courriel	
Destination(s) of Services - Destination(s) des services <b>National Capital Region</b>	
Security - Sécurité <b>THIS REQUEST INCLUDES SECURITY PROVISIONS</b>	
<b>Instructions:</b> See Herein - Voir aux présentes	
<b>Delivery Required - Livraison exigée :</b> See Herein - Voir aux présentes	
<b>Person Authorized to sign on behalf of Vendor Personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b>	
Name - Nom	
Title - Titre	

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**TITLE:** Request for Standing Offer Agreements for Research, Evaluation, Performance Measurement and Review Services – Set Aside

## **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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 – Certification and any other annexes.

### **2. Summary**

The Department of Indian Affairs and Northern Development (DIAND) plans to enter into Standing Offer Agreements with a number of Suppliers with the technical qualifications to deliver, at competitive prices, services in one, two or three of the following Task Areas:

- Task Area 1 - General Evaluation, Performance Measurement and Review Services; **and/or**
- Task Area 2 - Specialized Research: Statistical Analysis; **and/or**
- Task Area 3 - Specialized Research: Quantitative Data Collection and Analysis.

**(NOTE:** Bidders may propose to provide services in one, more than one, or all three areas).

For the purpose of this Request For Standing Offers (RFSO), Suppliers may be individuals, smaller specialized and larger broad-based entities, such as non-profit and for-profit firms, cooperatives, bands as defined by the *Indian Act*, universities and research centres and may include joint ventures of the same.

DIAND intends to award up to six (6) Standing Offer Agreements (SOAs) for a total of **\$3,000,000.00** (including GST/HST) for up to five years. The amounts of the Standing Offer Agreements vary by the types of services sought:

- Two (2) Standing Offer Agreements (SOA) of up to a cumulative value at **\$2,000,000** (including GST/HST) in Task Area 1 - General Evaluation, Performance Measurement and Review Services. A maximum of twenty percent (20%) of such agreements will be reimbursed for authorized and approved travel expenses and twelve percent (12%) for authorized and approved miscellaneous expenses.
- Two (2) Standing Offer Agreements (SOA) of up to a cumulative value at **\$400,000** (including GST/HST) in Task Area 2 - Specialized Research: Statistical Analysis. A maximum of twelve percent (12%) of such agreements will be reimbursed for authorized and approved miscellaneous expenses.
- Two (2) Standing Offer Agreements (SOA) of up to a cumulative value at **\$600,000** (including GST/HST) in Task Area 3 - Specialized Research: Quantitative Data Collection and Analysis. A maximum of twenty percent (20%) of such agreements will be reimbursed for authorized travel expenses and twelve percent (12%) for authorized and approved miscellaneous expenses.

In a companion Request for Standing Offer Agreement (RFSO) 1000165118, DIAND is seeking to establish up to ten (10) SOAs.

In the event that less Standing Offer Agreements are awarded under either solicitation, DIAND may increase the number of competitively awarded Standing Offer Agreements under the other solicitation up to a total of sixteen (16) Standing Offer Agreements overall.

The period of the Standing Offer Agreements is from award (no earlier than April 1, 2015) to **March 31, 2018** with two (2) additional one (1) year option periods under the same terms and conditions.

All proposals from Bidders for each differing Task Area will be assessed on the basis of the **same** Mandatory Criteria **M1** to **M6**, the **same** Point Rated Criteria **R1** to **R9** and the **same** Asset Criteria **A1**.

Among the Mandatory Criteria, Bidders must:

1. Indicate what Task Area(s) it is proposing to provide services for;
2. Name a project principal at the senior level, or if no senior resources are being proposed, at the intermediate level as a minimum;
3. Demonstrate minimum levels of education and experience for all proposed senior and intermediate level resources;
4. Provide a number of documents in support of the proposal, which for each task area proposed includes curriculum vitae for named resources, a sample report or research paper completed within the past five (5) years, five descriptions of projects completed within the past five (5) years, certifications as requested in Annex D;
5. Comply with mandatory page length requirements; and
6. In general, ensure that they comply with all instructions which include 'must' throughout the document.

With respect to Point Rated Criteria, Bidders are required to meet a minimum score of 65% for 'Proposed Professional Resources' (39 on a scale of 60 points) and 'Project/Research Summaries' (32.50 on a scale of 50), a minimum of 60% in the area of 'Project Management and Quality Assurance' (30 on a scale of 50), and a final overall score of at least 70% (115.50 on a scale of 165).

It shall be the responsibility of the Bidder to ensure the complete, clear and sufficiently detailed proposal to enable DIAND to evaluate the Bidder's proposal on the basis of the RFSO package.

Suppliers who consider themselves fully qualified to provide services in one, two or three of the Task Areas required by DIAND are invited to submit a proposal for DIAND's evaluation.

This procurement offer is limited to Canadian suppliers.

### 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.

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

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

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

### 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](http://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. 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 4 hard copies

Section II: Financial Offer 1 hard copy

Section III: Certifications 2 hard copies

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. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Each of the Task Areas identified in M1 will be evaluated separately.

## 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.

The Department will first assess proposals on the basis of the Mandatory Requirements below in Table **M1**. Bidders will be evaluated on a meet/does not meet basis.

Bidders **must** clearly identify the section(s) or page(s) in their proposals, which provide the evidence that they meet the Mandatory Requirements.

Any proposal that fails to meet **all** mandatory requirements will receive no further consideration.

Table MR 1: Mandatory Requirements		Met/Not Met	Section/ Page #
<b>M1</b>	<p>The Bidder <b>must</b> indicate what Task Area(s) it is proposing to provide services for:</p> <ol style="list-style-type: none"> <li>1. General Evaluation, Performance Measurement and Review Services; <b>and/or</b></li> <li>2. Specialized Research Experts: Statistical Analysts; <b>and/or</b></li> <li>3. Specialized Research Experts: Quantitative Data Collection and Analysis</li> </ol>		
<b>M2</b>	<p>The Bidder <b>must</b> identify a project principal at the senior level, OR if no senior resources are being proposed, at the intermediate level as a minimum.</p>		
<b>M3</b>	<p>The Bidder <b>must</b> demonstrate that all proposed senior and intermediate resources hold, at a minimum, an undergraduate degree.</p> <p><b>NOTE:</b> Individuals <b>must</b> have received their education from a recognized* Canadian academic institution, or the equivalent as established by a recognized* Canadian academic credentials assessment service, if obtained outside Canada.</p> <p>* The list of recognized organizations can be found under the <a href="http://www.cicic.ca/2/home.canada">Canadian Information Centre for International Credentials web site (http://www.cicic.ca/2/home.canada)</a>.</p>		
<b>M4</b>	<p>The Bidder <b>must</b> demonstrate that:</p> <ul style="list-style-type: none"> <li>• Senior resources <b>must</b> have a minimum of ten (10) years experience related to the task area(s) in which they are proposed as per Mandatory Requirement <b>M1</b>.</li> <li>• Intermediate resources <b>must</b> have a minimum of five (5) years</li> </ul>		

Table MR 1: Mandatory Requirements	Met/Not Met	Section/ Page #
<p>experience related to the task area(s) in which they are proposed as per Mandatory Requirement <b>M1</b>.</p> <p>Bidders <b>must</b> provide complete details as to where, when, and how (e.g., through which activities/responsibilities) the stated qualifications and experience were obtained.</p> <p>Start and end dates <b>must</b> be expressed in months and years, in the format mm/yyyy, in order to facilitate assessment of the Bidder's experience).</p> <p>Years of experience will be calculated on the basis that the identified months are full months.</p> <p>Where the time frames of projects overlap, the overlapping months/years will only be counted once.</p>		
<p><b>M5</b> The Bidder <b>must</b> provide the following documents in support of its proposal:</p> <p><b>M5.1</b> Curriculum vitae (CV) for each named resource which includes:</p> <ul style="list-style-type: none"> <li>• The name of the proposed resource and the task area(s) for which they are being proposed as per Mandatory Requirement M1;</li> <li>• The proposed resource's position within the Bidder's organization;</li> <li>• Description and chronology of relevant professional experience, including years/months of engagement (Start and end dates <b>must</b> be expressed in months and years, in the format mm/ yyyy, in order to facilitate assessment of the Bidder's experience);</li> <li>• Language capabilities in both <b>Canadian</b> official languages (English/French);</li> <li>• Level of Government of Canada Security Clearance held at the time of proposal submission;</li> <li>• A detailed listing of academic attainments including academic institution, year granted and degree awarded. All other formal training should be listed by the title and duration (indicated in days/months) of the course/program.</li> <li>• Relevant publications and/or accreditations, citations and awards.</li> </ul> <p><b>M5.2</b> One (1) sample report or research paper completed by the Bidder within the past five (5) years to support an assessment of the clarity of the Bidder's proposal (Point Rated Criteria <b>R7</b>, below);</p> <p><b>M5.3</b> For each Task Area proposed, Project or Research summaries for five (5) projects or research papers completed within the past five (5) years, which have included at least one of the proposed resources.</p> <p>Following the model provided in Table <b>MR2</b>, below, the summaries</p>		

Table MR 1: Mandatory Requirements		Met/Not Met	Section/ Page #
	<p><b>must</b> include:</p> <ul style="list-style-type: none"> <li>– A brief overview of the project/research, its objectives/mandate, scope, methods, duration, cost (if applicable) and when it was undertaken (Start and End dates of the work <b>must</b> be expressed in months and years, in the format dd/mm/yyyy, in order to facilitate assessment of the Bidder’s experience);</li> <li>– The roles and responsibilities of the Bidder’s proposed resources as well as a summary of other resources used and their roles and responsibilities;</li> <li>– Other relevant information deemed necessary by the Bidder to demonstrate it meets or exceeds the requirements of this RFSO; and</li> <li>– The client project authority, organization, and contact information, OR in the case of a published or publicly available research paper, the publication(s) or website(s) where it appears.</li> </ul> <p><b>NOTES:</b></p> <p><i>The Bidder may submit some or all of the same project descriptions for each Task Area they are proposing.</i></p> <p><i>DIAND reserves the right to:</i></p> <ul style="list-style-type: none"> <li>• <i>Contact project authorities to verify the information contained within the project summaries; and/or</i></li> <li>• <i>Verify the publication or website where research papers are stated to appear; and/or</i></li> <li>• <i>Request the Bidder to provide a copy of the research paper(s) in cases where they are not published or publicly available.</i></li> </ul>		
<b>M6</b>	<p>The maximum allowable length of Technical Proposals (excluding curriculum vitae, completed certifications (Annex "D"), and sample report / research paper (Mandatory Requirement <b>M5.2</b>), depends on the number of Task Areas proposed:</p> <p>One area: 20 - 25 pages;</p> <p>Two areas: 40- 45 pages: and</p> <p>Three areas: 55- 60 pages.</p>		

Proposals that meet all Mandatory Requirements will proceed to Step 2, below.

**Table MR2 – Project/Research Summary Template**

Using the format outlined below, please provide a description of five (5) projects completed within the past five (5) years of relevant to and of similar scope to the requirements described in the Statement of Work for each Task Area proposed.

Start and End dates of the work **must** be expressed in months and years, in the format mm/ yyyy, in order to facilitate assessment of the Bidder’s experience.



Bidders may submit some or all of the same projects for each Task Area proposed.

Project/Research Summary # : _____			
<b>Project /Research Title:</b>			
<b>Client (i.e., who the work was performed for)</b>	<b>(NOTE: IF NOT APPLICABLE, PLEASE PROVIDE REASON)</b>		
<b>Project Start Date: (mm/yyyy)</b>		<b>Project End Date: (mm/yyyy)</b>	
<b>Dollar Value (\$CAD):</b>	<b>(NOTE: IF NOT APPLICABLE, PLEASE PROVIDE REASON)</b>		
<b>Names of Proposed Resource(s) used:</b>		<b>Roles of Resources:</b>	
1. <i>(Add more rows as needed)</i>			
2.			
3.			
<b>Other Resource(s) used:</b>			
Provide a summary of any resources or subcontractors used in addition to the proposed resources, indicating their roles and responsibilities in the project or research.			
<b>Objectives or Mandate</b>			
<b>Description of the activities, research and/or services provided by the Bidder,</b>			
To include details on scope, methods used where relevant and activities undertaken.			
<b>Client Project Authority:</b>			
<b>Name: Address: Telephone Number: Email Address:</b>			

**1.1.2 Step 2: Point Rated Technical Criteria and Asset Criteria**

Please note that Bidders **must** demonstrate that they meet the criteria and reference the corresponding Section(s) or Page(s) in their proposals.

Unless otherwise indicated, points will be awarded on the basis of specific assessment factors detailed in Tables **C1, C2, C3, C4 and C5** below.

In order to receive further consideration, a Bidder’s proposal (for any given Task Area) **must** achieve a minimum score of 65% for ‘Proposed Professional Resources’ and ‘Project/Research Summaries,’ a minimum of 60% in the area of ‘Project Management and Quality Assurance,’ and a final overall score of at least 70%.

**Table C1: Proposed Professional Resources**

Named resources will be assessed individually (for each area they are proposed) and the sum averaged by the number of resources proposed in order to arrive at the final score.

Using the summary table below as a model, the Bidders **must**, for each Task Area proposed, clearly identify the section(s) or page(s) in their proposals, which provide the evidence that the Proposal meets the Point Rated Technical Criteria.

As such, separate summary tables may be submitted for each proposed Task Area.

<b>Task Area: (Please specify)</b>			
<b>Table C1: Proposed Professional Resources</b>		<b>Points / Score</b>	<b>Section / Page #</b>
<b>R1</b>	<p>Senior and Intermediate Resources have an appropriate mix of knowledge, skills and experience to deliver services in the Task Area for which they are being proposed.</p> <p><b>Assessment Factors:</b></p> <p><i>General (maximum 20 points):</i></p> <ul style="list-style-type: none"> <li>• Relevance, depth and breadth of professional experience.</li> </ul> <p>Clear and specific examples should be provided to demonstrate evidence of accountabilities and deliverables and must include type of work handled (range, scope, and complexity).</p> <p>Senior experience should reflect dealing with increasingly complex issues – which are issues that include but are not limited to the following characteristics: multidimensional, sensitive, confidential, impacting several partners or stakeholders, precedent setting or having a major impact on the program delivery for the public service, or that could yield potential for significant media coverage.</p>	<b>/ 20</b>	

<b>Task Area: (Please specify)</b>			
<b>Table C1: Proposed Professional Resources</b>		<b>Points / Score</b>	<b>Section / Page #</b>
	<p><b><u>Scoring:</u></b></p> <p>17 - 20 points: Excellent = The resource demonstrates extensive and relevant experience.</p> <p>13 - 16 points: Very Good = The resource demonstrates a moderate amount of relevant experience.</p> <p>9 - 12 points: Satisfactory = The resource demonstrates some relevant experience.</p> <p>5 - 8 points: Weak = The resource demonstrates minimal relevant experience.</p> <p>0 - 4 points: Unsatisfactory = The resource demonstrates poor experience.</p>		
<b>R2</b>	<p>Experience (maximum of 5 points):</p> <ul style="list-style-type: none"> <li>One (1) point for every year of demonstrated relevant experience above the mandatory requirements stipulated in Mandatory Requirement <b>M4</b>.</li> </ul>	<b>/5</b>	
<b>R3</b>	<p>Education (maximum of 5 points):</p> <ul style="list-style-type: none"> <li>Senior resources exceed the Mandatory Requirement <b>M3</b> and have a masters degree (2.5 points) or PhD (5 points)</li> <li>Intermediate resources exceed the Mandatory Requirement <b>M3</b> and have or are in the process of obtaining a master's degree (2.5 points) or PhD (5 points).</li> </ul>	<b>/5</b>	
<b>R4</b>	<p>Senior and/or Intermediate Resources have experience working in evaluation and performance measurement <b>and/or</b> research with, or on issues related to, Aboriginal or Northern individuals, organizations or communities.</p> <p><b>Assessment Factor:</b></p> <p>Relevance, depth and breadth of professional experience over the past five years.</p> <p><b><u>Scoring:</u></b></p> <p>9 – 10 points: Excellent = The resource demonstrates extensive and relevant experience.</p> <p>7 - 8 points: Very Good = The resource demonstrates a</p>	<b>/ 10</b>	

<b>Task Area: (Please specify)</b>			
<b>Table C1: Proposed Professional Resources</b>		<b>Points / Score</b>	<b>Section / Page #</b>
	<p><i>moderate amount of relevant experience.</i></p> <p><i>5 - 6 points: Satisfactory = The resource demonstrates some relevant experience.</i></p> <p><i>3 - 4 points: Weak = The resource demonstrates minimal relevant experience.</i></p> <p><i>2 - 0 points: Unsatisfactory = The resource demonstrates poor experience.</i></p>		
<b>R5</b>	<p>Senior and/or Intermediate Resources have had experience within the last five years working on issues related to one or more areas of the Department's mandate (i.e., Education, Social Development, Lands and the Economy, Government, and/or Northern Development).</p> <p><b>Assessment Factor:</b></p> <p>Relevance, depth and breadth of professional experience over the past five years.</p> <p><b>Scoring:</b></p> <p><i>9 – 10 points: Excellent = The resource demonstrates extensive and relevant experience.</i></p> <p><i>7 - 8 points: Very Good = The resource demonstrates a moderate amount of relevant experience.</i></p> <p><i>5 - 6 points: Satisfactory = The resource demonstrates some relevant experience.</i></p> <p><i>3 - 4 points: Weak = The resource demonstrates minimal relevant experience.</i></p> <p><i>2 - 0 points: Unsatisfactory = The resource demonstrates poor experience.</i></p>	<b>/ 10</b>	
<b>R6</b>	<p>All Resources (Senior, Intermediate, Junior and Students):</p> <p>The types of work to be performed by the proposed resource(s) are relevant to the RFSO's technical requirements and are commensurate with the individuals' education, skills and professional experience.</p> <p><b>NOTE:</b> <i>Students need not be named in the proposal, however Bidders should provide an overview of the types of work students will be expected to undertake.</i></p>	<b>/ 10</b>	

<b>Task Area: (Please specify)</b>			
<b>Table C1: Proposed Professional Resources</b>		<b>Points / Score</b>	<b>Section / Page #</b>
	<p><b>Assessment Factor:</b></p> <p>Assessment of the Bidder's proposed use of resources against the resource's education and professional qualifications.</p> <p><b>Scoring:</b></p> <p>9 – 10 points: <i>Excellent = The resource demonstrates extensive and relevant experience.</i></p> <p>7 - 8 points: <i>Very Good = The resource demonstrates a moderate amount of relevant experience.</i></p> <p>5 - 6 points: <i>Satisfactory = The resource demonstrates some relevant experience.</i></p> <p>3 - 4 points: <i>Weak = The resource demonstrates minimal relevant experience.</i></p> <p>2 - 0 points: <i>Unsatisfactory = The resource demonstrates poor experience.</i></p>		
<b>Score C1:</b>		<b>/ 60</b>	
<b>(Pass: 65%)</b>		<b>(Pass: 39)</b>	

**Table C2: Project/ Research Summaries**

The five project / research summaries required under Mandatory Requirement **M4.3** will be assessed on the basis of their relevance and similarity to DIAND's requirements. Using the summary table below as a model, the Bidders **must**, for each Task Area proposed, clearly identify the section(s) or page(s) in their proposals, including the summaries and any discussions of the summaries, which provide evidence that the Proposal meets this Point Rated Technical Criteria.

As such, separate summary tables may be submitted for each proposed Task Area.

<b>Task Area: (Please specify)</b>			
<b>Table C2: Project / Research Summaries</b>		<b>Points / Score</b>	<b>Section / Page #</b>
<b>R7.1</b>	<b>Project 1 Title: (Please specify)</b>	<b>/ 10</b>	
<b>R7.2</b>	<b>Project 2 Title: (Please specify)</b>	<b>/ 10</b>	
<b>R7.3</b>	<b>Project 3 Title: (Please specify)</b>	<b>/ 10</b>	

<b>Task Area: (Please specify)</b>			
<b>Table C2: Project / Research Summaries</b>		<b>Points / Score</b>	<b>Section / Page #</b>
<b>R7.4</b>	<b>Project 4 Title: (Please specify)</b>	<b>/ 10</b>	
<b>R7.5</b>	<b>Project 5 Title: (Please specify)</b>	<b>/ 10</b>	
	<p><b>Assessment Factors:</b></p> <p>Relevance and similarity to DIAND's requirements, as defined in the Statement of Work (Annex "A") for <b><u>either:</u></b></p> <ul style="list-style-type: none"> <li>• Task Area 1 - General Evaluation, Performance Measurement and Review Services; <b><u>or</u></b></li> <li>• Task Area 2 - Specialized Research: Statistical Analysis; <b><u>or</u></b></li> <li>• Task Area 3 – Specialized Research – Quantitative Data Collection and Analysis (up to 5 points);</li> </ul> <p>Experience working in evaluation and performance measurement <b><u>and/or</u></b> research with, or on issues related to, Aboriginal or Northern individuals, organizations or communities (up to 2.5 points); and</p> <p>Experience within the last five years working on issues related to one or more areas of the Department's mandate (i.e., Education, Social Development, Lands and the Economy, Government, and/or Northern Development) (up to 2.5 points).</p> <p><b><u>Scoring:</u></b></p> <p>9 – 10 points: <i>Excellent</i></p> <p>7 - 8 points: <i>Very Good</i></p> <p>5 - 6 points: <i>Satisfactory</i></p> <p>3 - 4 points: <i>Weak</i></p> <p>2 - 0 points: <i>Unsatisfactory</i></p>	<b>/10 each project</b>	
<b>Score C2:</b>		<b>/ 50</b>	
<b>(Pass: 65%)</b>		<b>(Pass: 32.50)</b>	

**Table C3: Project Management and Quality Assurance**

Using the table below as a model, the Bidders **must** clearly identify the section(s) or page(s) in their proposals that provide the evidence that they meet the Point Rated Technical Criteria.

Only one (1) table is required per proposal, independent of the number of Task Areas proposed.

<b>Table C3: Project Management and Quality Assurance</b>		<b>Points / Score</b>	<b>Section / Page #</b>
<b>R8</b>	<p>Appropriateness of the Bidder’s proposed project management approach including:</p> <p><b>Assessment Factors:</b></p> <ul style="list-style-type: none"> <li>The proposed quality assurance methodologies responding to DIAND’s requirements for high quality, accurate, reliable and effective services, including, where relevant, the level of effort to be expected from student, junior, intermediate and senior resources (up to 14 points);</li> </ul> <p><b>Scoring:</b>  <i>12 – 14 points: Excellent</i>  <i>9 – 11 points: Very Good</i>  <i>6 – 8 points: Satisfactory</i>  <i>3 – 5 points: Weak</i>  <i>0 – 2 points: Unsatisfactory</i></p> <ul style="list-style-type: none"> <li>The proposed approach to on-time delivery and customer service within an environment which may involve short delivery time lines and turnaround times (up to 8 points); and</li> </ul> <p><b>Scoring:</b>  <i>7 – 8 points: Excellent</i>  <i>5 – 6 points: Very Good</i>  <i>3 – 4 points: Satisfactory</i>  <i>1 – 2 points: Weak</i>  <i>0 point: Unsatisfactory</i></p> <ul style="list-style-type: none"> <li>The proposed approach to reporting to and liaising with the client to ensure effective service delivery (up to 8 points).</li> </ul> <p><b>Scoring:</b>  <i>7 – 8 points: Excellent</i>  <i>5 – 6 points: Very Good</i>  <i>3 – 4 points: Satisfactory</i>  <i>1 – 2 points: Weak</i>  <i>0 point: Unsatisfactory</i></p>	<b>/ 30</b>	

<b>Table C3: Project Management and Quality Assurance</b>		<b>Points / Score</b>	<b>Section / Page #</b>
<b>R9</b>	<p>Clarity of the Bidder's technical proposal, including CVs and sample report or research paper.</p> <p><b>Assessment Factors:</b></p> <p>Presentation of the proposal in a clear and logical fashion, and in a manner which facilitates a clear and straightforward assessment of the Mandatory Requirements and Point Rated and Asset Criteria based on the information requested in this Request for Proposals.</p> <p><i>Points will be awarded as follows:</i></p> <ul style="list-style-type: none"> <li>• Clarity of the Bidders' proposal (not including CVs and Research Paper) (up to a maximum of 10 points)</li> <li>• Clarity of CV(s) (up to a maximum of 5 points)</li> <li>• Clarity of the sample report or research paper (up to a maximum of 5 points)</li> </ul> <p><b>Scoring:</b></p> <p><i>17 - 20 points: Excellent technical proposal.</i></p> <p><i>13 - 16 points: Very Good technical proposal.</i></p> <p><i>9 - 12 points: Satisfactory technical proposal.</i></p> <p><i>5 - 8 points: Weak technical proposal.</i></p> <p><i>0 - 4 points: Unsatisfactory technical proposal.</i></p>	<b>/ 20</b>	
<b>Score C2</b> <b>(Pass: 60 %)</b>		<b>/ 50</b> <b>(Pass: 30)</b>	

**Table C4: Asset Criteria**

Only one (1) table is required per proposal, independent of the number of Task Areas proposed.

<b>Asset Criteria</b>			
<b>A1</b>	<p>Capacity of the Bidder to provide services (oral and/or written) in one or more Aboriginal Languages.</p> <ul style="list-style-type: none"> <li>• Five (5) points will be conferred <b>only where</b> the Bidder certifies the Aboriginal languages in which one or more of its <b>named resources</b> can provide some or all of the services proposed (see Certification, Annex "D").</li> <li>• All other proposals will receive zero (0) points.</li> </ul>	<b>/ 5</b>	<b>Section/ Page #</b>
<b>Score C4 (Asset Criteria)</b> <b>(No minimum pass mark required)</b>		<b>/ 5</b>	



**Table C5: Summary and Final Points Rated Score**

Score	Task Areas		
	1. General Evaluation, Performance Measurement and Review Services	2. Specialized Research: Statistical Analysis	3. Specialized Research: Quantitative Data Collection and Analysis
Proposed Professional Resources (Score C1)	/ 60	/ 60	/ 60
Project/Research Summaries (Score C2)	/ 50	/ 50	/ 50
Project Management and Quality Assurance (Score C3)	/ 50		
Asset Criteria (Score C4)	/ 5		
<b>Overall Score:</b>	/ 165	/ 165	/165
<b>Passing Mark (70 %)</b>	115.50 (70%)	115.50 (70%)	115.50 (70%)

**1.2 Financial Evaluation**

**1.2.1** Financial proposals will be evaluated in the following manner:

The highest financial score possible is 30, regardless of whether Bidders are proposing resources in one or more resource categories or student levels, as per the following examples:

**Example 1:** If Bidder ‘A’ proposes the lowest per diem rate for the senior resource level (based on its highest average fixed all-inclusive per diem rate for the senior resource level), Bidder ‘A’ receives a score of 30 for this level. If Bidder ‘A’ has proposed resources in just this level, then Bidder ‘A’s final overall score will be 30.

**Example 2:** If Bidder ‘B’s per diem rate for the senior level exceeds Bidder ‘A’s per diem for this level by 10%, then Bidder ‘B’ will receive 27 points or 10% less points than Bidder ‘A’ (30 points – 3 points = 27). If Bidder ‘B’ has proposed resources in just this level, then Bidder ‘B’s final overall score will be 27.

**Example 3:** If the highest proposed per diem of Bidder ‘C’ for a given resource level exceeds the lowest proposed per diem cost for that resource level by 100% or more, Bidder ‘C’ will get zero points for that level. If Bidder ‘C’ has proposed resources in just this level, then Bidder ‘C’s final overall score will be 0.

**Example 4:** Where Bidders are proposing resources in more than one resource level, their scores for each of the categories proposed will be summed. That sum will be divided by the number of resource categories proposed to produce the Bidder’s overall score out of 30 (the highest score possible).

## 2. Basis of Selection

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 115.5 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 165 points.
2. Bids not meeting (a) or (b) and (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 % in accordance with 1.2.1 Financial Evaluation.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

DIAND will identify successful Bidders on the basis of the highest combined technical and financial ratings for each Task Area separately (Details on the amounts and numbers of the awards appear in Part 7, A., 8 number of Standing Offers), with technical merit assessed at 70% of the overall mark, and financial costs valued at 30% of the overall mark.

**(NOTE:** Bidders may propose to provide services in one, more than one, or all three areas. Further details on these services can be found in the Statement of Work, Annex A).

The number of SOAs awarded and the amount of each individual SOA will depend on the number of Bidders deemed by DIAND to have met or surpassed the minimum selection criteria, which will allow DIAND sufficient access to qualified resources across all three Task Areas, and which will allow DIAND adequate access to resources who can provide services in either or both official languages.

## 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 and Certifications Required with the Offer**

### **1.1 Certifications Required Precedent to Issuance of a Standing Offer**

#### **1.1.1 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.

#### **1.1.2 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](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.

#### **1.1.3 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.

#### **1.1.4 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.

## **1.2 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications with their offer.

### **1.2.1 Certifications – Security and Aboriginal Languages**

Offerors must submit the Certifications in Annex "D" duly completed with their offer.

### **1.2.2 Set-aside for Aboriginal Business**

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in [Annex 9.4](#), Requirements for the Set-aside Program for Aboriginal Business, of the *PWGSC Supply Manual*.
2. The Offeror:
  - i. certifies that it meets, and will continue to meet throughout the duration of the offer, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under the offer must satisfy the requirements described in the above-mentioned annex; and
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:  
  
 The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
  
**OR**  
  
 The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Offeror must check the applicable box below:  
  
 The Aboriginal business has fewer than six full-time employees.  
  
**OR**  
  
 The Aboriginal business has six or more full-time employees.
5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.
7. If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:
  1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
  2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
 Printed name of owner and/or employee

\_\_\_\_\_  
 Signature of owner and/or employee

\_\_\_\_\_  
 Date

**PART 6 - SECURITY AND INSURANCE REQUIREMENTS**

**1. Security Requirement**

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;
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.
3. For additional information on security requirements, Offerors should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program of Public Works and Government Services Canada](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

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

Minister as a result of the termination. The Contractor shall be paid for satisfactory Work performed up to the time of termination pursuant to the terms of the Standing Offer Agreement.

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

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

### 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 (2014-09-25) 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 and providing services against the Standing Offer is from award date to March 31, 2018, inclusive.

**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 an additional two (2) period of (one) 1 year, 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 thirty (30) 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: Véronique Larose  
Title: Procurement Officer  
Department of Aboriginal Affairs and Northern Development Canada  
Directorate: Materiel and Assets Management Directorate  
Address: 10 Wellington Street, Room 1302  
Gatineau Quebec K1A 0H4  
Telephone: 819-934-2031  
Facsimile: 819-953-7721  
E-mail address: [Veronique.Larose@aadnc-aandc.gc.ca](mailto:Veronique.Larose@aadnc-aandc.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 is:

Name: **To be identified at Standing Offer award.**  
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**

To be identified at Standing Offer award.

## **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 six (6) Standing Offers will be issued.

DIAND intends to award up to six (6) Standing Offer Agreements (SOAs), for a total of \$3,000,000.00 (including GST/HST) for up to 5 years. The amounts of the Standing Offer Agreements vary by the types of services sought:

- Two (2) Standing Offer Agreements (SOA) of up to a cumulative value of \$2,000,000 (including GST/HST) in Task Area 1: General Evaluation, Performance Measurement and Review Services. A maximum of twenty percent (20%) of such agreements will be reimbursed for authorized and approved travel expenses and twelve percent (12%) for authorized and approved miscellaneous expenses.
- Two (2) Standing Offer Agreements (SOA) of up to a cumulative of \$400,000 (including GST/HST) in Task Area 2: Specialized Research: Statistical Analysis. A maximum of twelve percent (12%) of such agreements will be reimbursed for authorized and approved miscellaneous expenses.
- Two (2) Standing Offer Agreements (SOA) of up to a cumulative of \$600,000, (including GST/HST) in Task Area 3: Specialized Research: Quantitative Data Collection and Analysis. A maximum of twenty percent (20%) of such agreements will be reimbursed for authorized and approved travel expenses and twelve percent (12%) for authorized and approved miscellaneous expenses.

- In a companion Request for Standing Offer Agreement (RFSO) 1000165118, DIAND is seeking to establish up to ten (10) SOAs.
- In the event that less Standing Offer Agreements are awarded under either solicitation, DIAND may increase the number of competitively awarded Standing Offer Agreements under the other solicitation up to a total of sixteen (16) Standing Offer Agreements overall.

**9. Call-up Allocation and Procedures**

**9.1 Call-up Allocation**

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

Task Area 1 – General Evaluation, Performance Measurement and Review Services:

Highest Ranked Offeror:	65%
Second Highest Ranked Offeror:	35%

Task Area 2 – Specialized Research; Statistical Analysis:

Highest Ranked Offeror:	65%
Second Highest Ranked Offeror:	35%

Task Area 3 – Specialized Research – Quantitative Data Collection and Analysis

Highest Ranked Offeror:	65%
Second Highest Ranked Offeror:	35%

If the number of compliant offers is less or more than indicated above, the allocation percentages will be adjusted accordingly. Call-up selection will be determined on a best suited basis.

**9.1.2** The Standing Offer Authority will monitor call-up activities to ensure work is allocated in accordance with the predetermined work distribution.

**9.2 Call-up Procedures**

**9.2.1** Offerors will be contacted directly as described in 9.1.1 above.

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

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

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

Ceiling price definition: The maximum amount of monies that may be paid to a Contractor for costs reasonably and properly incurred in the performance of the Work described in the call-up. If the costs, as charged, reach or exceed the

ceiling, the Contractor must complete the Work and will receive no monies beyond this ceiling.

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

- 9.2.4** The Offeror will either submit a firm price, or a ceiling price, or a limitation of expenditure as required by the Standing Offer Authority, a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details to the Standing Offer Authority. The proposal must be submitted to the Standing Offer Authority within three (3) business days of receiving the request.
- 9.2.5** The firm price, ceiling price or limitation of expenditure will be established by utilizing the applicable rates as shows in the Basis of Payment, Annex "B".
- 9.2.6** Failure by the Offeror to submit a proposal in accordance with the time frame specified in 9.2.4 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority will send the request to the next best-suited Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.
- 9.2.7** The Standing Offer Authority reserves the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Standing Offer Authority reserves the right to go to the next Offeror.
- 9.2.8** Upon agreement of the firm price, ceiling price or limitation of expenditure for the services, the Offeror will be authorized by the Standing Offer Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- 9.2.9** The Offeror shall not commence Work until the Call-up Against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up Against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

## **10. Call-up Instrument**

The Work will be authorized or confirmed using form INTRA 10-644, Call-up Against a Standing Offer.

## **11. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ (To be identify at Standing Offer award) (*applicable Taxes excluded*) unless otherwise

authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## **12. Priority of Documents**

If there is a discrepancy between the wording 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) the Supplemental General Conditions - 4007 (2010-08-16) - Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information;
- e) the General Conditions 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) the Offeror's offer dated (to be identify at Standing Offer award).

## **13. Certifications**

### **13.1 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.

### **13.2 SACC Manual Clauses**

- 13.2.1** 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**

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

#### **5.1.1 Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "B", "Basis of Payment", Customs duties are included, and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### **5.1.2 Ceiling Price**

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the call-up, to the ceiling price specified in the call-up, which will be established in accordance with Annex "B", Basis of Payment. Customs duties are included, and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment specified in the call-up.

### **5.1.3 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**

One of the following methods of payment will form part of the resulting Call-up:

#### Single Payment (For All Basis of Payments Options)

Canada will pay the Contractor upon completion and delivery of the Work described in ANNEX "A" and 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 delivered has been accepted by Canada.

#### Monthly Payments (For Ceiling Price or Limitation of Expenditure)

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.

Milestone Payments (For Firm Price Basis of Payment)

1. Milestone payments will be made in accordance with the Schedule of Milestone attached to the call up, upon the following terms and conditions:
  - a) invoices must be submitted to Canada in accordance with the instructions specified herein;
  - b) the invoice is approved by the Project Authority; and
  - c) all the Work required for the milestone claimed has been received and accepted by the Project Authority.
2. The balance of the amount payable will be paid following:
  - a) delivery and acceptance of the Work; and
  - b) the approval of the final invoice by the Project Authority

**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: \$ (to be identified at Standing Offer award).

**5.4 Travel Time**

The Contractor will not be reimbursed for travel time.

**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: \$ (To be identified at Standing Offer award).

**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. 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.

## 7. Joint Venture

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

[List Joint Venture members]

7.2 \_\_\_\_\_ 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;

7.3 By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;

7.4 The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;

7.5 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

7.6 All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

## 8. T1204 - Information Reporting By Contractor

8.1 Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S. 1985, c.1 (5<sup>th</sup> 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.

8.2 To enable departments and agencies to comply with this requirement, the Contractor must provide the following information within thirty (30) calendar days following contract award:

- 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.

**8.3** The information must be sent to the person and address specified below. If the information includes a SIN, the information should be provided in an envelope marked "protected".

Name of person \_\_\_\_\_ (*insert name*)

Address \_\_\_\_\_ (*insert address*) .

## ANNEX "A" STATEMENT OF WORK

### SW1. TITLE OF PROJECT

Research, Evaluation, Performance Measurement and Review Services for the Department of Indian Affairs and Northern Development (DIAND).

### SW2. BACKGROUND

#### 2.1 *DIAND's Vision and Mandate*

DIAND's vision is a future in which First Nations, Inuit, Métis and northern communities are healthy, safe, self-sufficient and prosperous - a Canada where people make their own decisions, manage their own affairs and make strong contributions to the country as a whole.

To this end, the Department supports Aboriginal peoples (First Nations, Inuit and Métis) and Northerners in their efforts to:

- 2.1.1 Improve social well-being and economic prosperity;
- 2.1.2 Develop healthier, more sustainable communities; and
- 2.1.3 Participate more fully in Canada's political, social and economic development — to the benefit of all Canadians.

DIAND is one of 34 federal departments and agencies delivering Aboriginal and northern programs and services and it is primarily responsible for meeting the Government of Canada's obligations and commitments to First Nations, Inuit and Métis, and for fulfilling the federal government's constitutional responsibilities in the North. The Department's overall mandate and wide-ranging responsibilities are shaped by centuries of history, and unique demographic and geographic challenges. This mandate derives from the *Canadian Constitution*, the *Indian Act*, the *Department of Indian Affairs and Northern Development Act*, territorial acts, treaties, comprehensive land claims and self-government agreements as well as various other statutes affecting Aboriginal people and the North.

#### 2.2 *Program Alignment Architecture (2013-14)*<sup>1</sup>

DIAND's broad mandate is demonstrated by the Program Alignment Architecture (PAA), which supports four strategic outcomes (SO):

- 2.2.1 The Government - Good governance and co-operative relationships for First Nations, Inuit and Northerners.
- 2.2.2 The People - Individual, family and community well-being for First Nations and Inuit.
- 2.2.2 The Land and Economy - Full participation of First Nations, Inuit and Métis individuals and communities in the economy.
- 2.2.3 The North - Self-reliance, prosperity and well-being for the people and communities of the North.

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<sup>1</sup> For further information, see <http://www.aadnc-aandc.gc.ca/eng/1371655046900/1371655087752>.

## 2.3 Transfer Payment Programs

Most of the Department's programs, representing a majority of its spending, are delivered through partnerships with Aboriginal communities and federal–provincial or federal–territorial agreements.

According to the 2011-12 Public Accounts of Canada, DIAND is the fifth largest in terms of total ministerial net expenditures, and third largest in terms of total transfer payments/Grant and Contributions). In 2011-12, DIAND's total net expenditures were \$7,907,783,000 and total transfer payments were \$6,453,906,000.<sup>2</sup>

A requirement for the Government of Canada, evaluation is defined as the systematic collection and analysis of evidence on the outcomes of programs to make judgments about their relevance and performance, and to examine alternative ways to deliver them or to achieve the same results. Evaluation serves to help establish whether or not a program contributed to observed results and to what extent. It also provides an in-depth understanding of why program outcomes were, or were not, achieved.

## 2.4 Evaluation

2.4.1 Within the above context, and in line with Treasury Board's 2009 Policy on Evaluation,<sup>3</sup> updated on April 1, 2012, the DIAND Evaluation, Performance Measurement and Review Branch (EPMRB) works to provide:

*'... Canadians, parliamentarians, ministers, central agencies and deputy heads an evidence-based, neutral assessment of the value for money, i.e. relevance and performance, of federal government programs [through] evaluations which:*

- 2.4.1.1 *Support accountability to Parliament and Canadians by helping the Government to credibly report on the results achieved with resources invested in programs;*
- 2.4.1.2 *Inform government decisions on resource allocation and reallocation by:*
- 2.4.1.3 *Supporting strategic reviews of existing program spending, to help ministers understand the ongoing relevance and performance of existing programs, and*
- 2.4.1.4 *Providing objective information to help ministers understand how new spending proposals fit with existing programs, identify synergies and avoid wasteful duplication;*
- 2.4.1.5 *Support deputy heads in managing for results by informing them about whether their programs are producing the outcomes that they were designed to produce, at an affordable cost; and*
- 2.4.1.6 *Support policy and program improvements by helping to identify lessons learned and best practices.(abstracted from Section 3.2, Treasury Board Policy on Evaluation).*

2.4.2 In accordance with Section 6.1.7 of the *Policy on Evaluation*, DIAND's annually updated five-year plan for evaluation and performance measurement aligns with and supports the departmental Management, Resources and Results Structures (MRRS).<sup>4</sup> It also ensures

<sup>2</sup> Government of Canada, "Public Accounts of Canada 2012: Volume II – Details of Expenses and Revenues," Table 2, Summary Tables 1.4 (<http://www.tpsgc-pwgsc.gc.ca/recgen/cpc-pac/2012/pdf/2012-vol2-eng.pdf>).

<sup>3</sup> Treasury Board of Canada Secretariat (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15024&section=text>).

<sup>4</sup> Treasury Board of Canada *Policy on Management, Resources and Results Structures* (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18218&section=text#appA>).

the evaluation of all ongoing Grant and Contribution programs every five years, as required by Section 42.1 of the *Financial Administration Act*. In compliance with Section 6.1.3 of the *Directive on the Evaluation Function*, this Plan identifies a risk-based approach for determining methodologies, the level of effort and the appropriate level of resources required to conduct each evaluation.

As a result, EPMRB conducts a diverse and complex range of evaluation studies involving multiple lines of quantitative and qualitative research and differing governance structures. The studies can include, for example:

- 2.4..1 Simple, low risk evaluations often focusing on single issues or single localities, involving literature, document and administrative reviews with minimum requirements for field work or primary data collection;
- 2.4..2 Medium size evaluations or those with higher risks involving complex issues or more extensive fieldwork and/or other primary data collection activities. They are also likely to involve more than one region and have the support of working groups; and
- 2.4..3 Large scale or high-risk evaluations, which can involve highly sensitive issues, are often national in scope, can span differing sectors or departments, and which can require sophisticated data collection strategies and statistical analyses. These types of studies may involve a number of governance structures involving internal and external working groups, technical advisory or high level strategic committees.

EPMRB also provides advice to programs and the Department as a whole on performance measurement, including but not limited to the development, implementation, monitoring and assessment of the Department's performance measurement strategies and implementation plans, and other related work.

Finally, EPMRB also serves its mandate through reviews, advice and/or approval of program and policy proposals, as well as follow-up on the implementation of management responses and action plans developed in response to EPMRB's evaluative work (Further information on the Branch's activities and five year evaluation and performance measurement plans can be found at <http://www.aadnc-aandc.gc.ca/eng/1100100011247/1100100011248>).

Much of the work undertaken by EPMRB requires a thorough understanding of Aboriginal and Northern issues as well as qualitative and quantitative data collection methods appropriate to research on issues related to, or with, Aboriginal and Northern individuals, organizations and communities. Moreover, the Branch's work looks to ensure that data collection methods are mindful of the potential reporting burdens which may be placed on recipients and, where relevant, respectful of the principles of ownership, control, access and possession.

### SW3. OBJECTIVE

DIAND requires the services of qualified consultants, including individuals, smaller specialized and larger broad-based entities, such as non-profit and for-profit firms, cooperatives, bands as defined by the Indian Act, universities and research centres, as well as joint ventures, to support the work of the Evaluation, Performance Measurement and Review Branch (EPMRB).

To that end, DIAND is putting in place Standing Offer Agreements for Research, Evaluation, Performance Measurement and Review Services on an 'as and when needed' basis.

**3.1** Consultants are required to provide services in one, two or three of the following Task Areas:

- Task Area 1 - General Evaluation, Performance Measurement and Review Services; **and/or**
- Task Area 2 - Specialized Research: Statistical Analysis; **and/or**
- Task Area 3 - Specialized Research: Quantitative Data Collection and Analysis.

### SW4. REQUIREMENTS/SCOPE OF WORK

EPMRB conducts the majority of its work in-house but also requires, on an 'as and when needed' basis, the services of contractors to fulfill its diverse mandate. These services include both general evaluation services as well as more specialized research services which can be supplied by a diverse range of qualified consultants, including individuals, smaller specialized and larger broad-based entities, such as non-profit and for-profit firms, cooperatives, universities and research centres, bands as defined by the Indian Act, as well as joint ventures.

This Request for Proposal is for three Task Areas. Consultants may propose to provide services in one, two or three of the following areas:

#### **4.1 Task Area 1: General Evaluation, Performance Measurement and Review Services**

General Evaluation, Performance Measurement and Review Services must be delivered in a manner consistent with Treasury Board's Policy on Evaluation, Directive on the Evaluation Function, *Standard on Evaluation for the Government of Canada* and the Policy on Transfer Payments, among other relevant national and departmental policies.

The required services may include, but are not limited to the following:

- 4.1.1 Reviewing and assessing:
  - The readiness of a policy, program or initiative to be evaluated;
  - The availability, relevance and quality of performance data; **and/or**
  - The relevance, quality and/or implementation of performance measurement strategies.
- 4.1.2 Designing and/or providing technical advice on the design of one or more than one research methodologies, which are appropriate for use with a wide range of client groups and stakeholders, including, for example: Aboriginal and Northern individuals, organizations and communities, youths, and highly mobile populations, subject matter experts and government officials.

These research methodologies include, among others:

- Qualitative methodologies, such as literature, document, administrative and file reviews, key informant interviews, case studies, and/or focus groups; and/or

- Quantitative methodologies, such as simple or small-scale primary and secondary data analysis, surveys, and cost benefit analysis, social impact analysis, and efficiency measures, among others.
- 4.1.3 Assisting in the identification, engagement, and scheduling of respondents for the purpose of interviews, case studies, site visits, focus groups and/or other data collection activities.
  - 4.1.4 Managing or conducting one or more data collection activities and/or small, medium and/or large scale evaluations involving multiple lines of quantitative and qualitative evidence.
  - 4.1.5 Conducting research, special studies and/or and reviews, including expert peer reviews, on evaluation methodologies, the evaluation function, performance measurement issues and strategies, economic and sector analyses, and/or other issues related to the effective evaluation of the Department's programs, policies and operations.
  - 4.1.6 Supporting revisions to the Branch's evaluation and performance measurement procedures, guidelines and policies.
  - 4.1.7 Providing advice and support on performance measurement and the development, implementation and review of performance measurement strategies, in such areas as logic models, indicators (including both performance and efficiency indicators), data sources and data collection strategies, and implementation issues, among others,
  - 4.1.8 Providing training and coaching on performance measurement and/or evaluation to departmental staff and others.
  - 4.1.9 Providing oral and written reports and briefs to a wide range of users, including evaluators, technical experts, senior decision makers, internal and external committees, and the general public.

## **4.2 Task Area 2: Specialized Research: Statistical Analysts**

The required services may include, but are not limited to the following:

- 4.2.1 Statistical analyses of large databases including descriptive analyses and multivariate/econometric analysis / cost benefit analysis (including regression, probit analysis, etc.) with the objective of:
  - Identifying relationships and trends, as well as any factors that could affect the results of research;
  - Analyzing and interpreting statistical data in order to identify significant differences in relationships among sources of information; and
  - Preparing estimates and forecasts.

***(Note: Examples of large data bases include, but are not limited to: the Census, National Household Survey, and the Indian Registry)***

- 4.2.2 Assessing data in order to determine strengths and weaknesses with respect to reliability, validity, applicability, efficiency and usability.
- 4.2.3 Preparing data for processing by organizing information, checking for any inaccuracies, and adjusting and weighting the raw data and merging data files where possible and required;

- 4.2.4 Providing advice and/or designing and undertaking:
- 4.2.5 Data collection methods for specific projects, determining the types and sizes of sample groups to be used; and
- 4.2.6 Literature reviews and/or meta analyses (in this context meta analysis refers to the summarization of results from multiple studies on a particular measure or indicator, and may include developing standardized effect size measures).
- 4.2.7 Providing oral and written briefs and reports:
- 4.2.8 To a wide range of users, including evaluators, technical experts, senior decision makers, internal and external committees, and the general public; and
  - o Including information in the form of graphs, charts and tables, and narrative, where relevant;

### **4.3 Task Area 3: Specialized Research: Quantitative Data Collection and Analysis**

The required services may include, but are not limited to the following:

- 4.3.1 Designing, conducting and analyzing the results of small to national level surveys involving a diverse range of target groups, including, for example: Aboriginal and Northern and isolated communities, youths, mobile populations and others.
- 4.3.2 Employing an appropriate range and mix of survey techniques to maximize responses, including but not limited to the use of telephone, on-line, web-based, door-to-door/face to face interviews and social media.
- 4.3.3 Assisting in the identification of samples, engaging and follow-up on survey responses.
- 4.3.4 Engaging, training and supervising project specific data collectors.
- 4.3.5 Preparing data for processing by organizing information, checking for any inaccuracies, and adjusting and weighting the raw data.
- 4.3.6 Providing technical advice on the quality and relevance of survey designs, studies, literature and proposed methodologies.
- 4.3.7 Providing oral and written reports and briefs to a wide range of users, including evaluators, technical experts, senior decision makers, internal and external committees, and the general public.

### **SW5. DELIVERABLES**

**5.1** Deliverables may include, but are not limited to:

work plans, methodology reports, feasibility studies, summative analyses, presentations, draft and final reports, frameworks, workshops or training or procedural materials, and other related documents required to support the work of DIAND's Evaluation, Performance Measurement and Review Branch.

### **SW6. EPMRB's QUALITY REQUIREMENTS**

**6.1** Successful Bidders will be required to comply with EPMRB's Engagement Policy (Appendix 2) and Quality Control Process (Appendix 1). These internal policies are intended to encourage the strategic participation of Aboriginal stakeholders and ensure



quality in terms of technical merit, neutrality, relevance, accuracy, standardized reporting, and compliance with governing policies and guidelines, including reporting formats.

The latter include relevant policies, principles, guidelines, standards and directives, now currently in place and as they evolve over the life of the SOA, as issued by the Treasury Board of Canada and Treasury Board Secretariat and by the Department of Indian Affairs and Northern Development, among others. These include, but are not limited to:

- 6.1.1 Treasury Board Policy on Evaluation and associated Directive and Standards (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15024&section=text>)
- 6.1.2 Treasury Board Policy on Transfer Payments and associated Directive (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13525>).
- 6.1.3 Policy on Management, Resources and Results Structures (MRRS) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18218&section=text#appA>).
- 6.1.4 DIAND's Program Alignment Architecture (2013-14) (<http://www.aadnc-aandc.gc.ca/eng/1371655046900/1371655087752>).
- 6.1.5 DIAND's Policy on Gender-Based Analysis (<http://www.aadnc-aandc.gc.ca/eng/1100100028534/1100100028535>).
- 6.1.6 DIAND's Departmental Sustainable Development Strategy (<http://www.aadnc-aandc.gc.ca/eng/1100100034658/1100100034662>).

Successful Bidders will also be required to follow other operational guidelines and templates as developed, revised and required over time.<sup>5</sup>

While EPMRB's quality assurance procedures will vary depending on the complexity of the work involved, the Branch's procedures generally include reviews by EPMRB professionals, program officials, and/or internal and external advisory committees, and/or other subject and methodological experts, both internal and external.

All payments will be contingent upon DIAND's satisfaction with the deliverables in terms of both quality and timeliness.

## **SW7. PROJECT MANAGEMENT**

- 7.1** The Evaluation, Performance Measurement and Review Branch (EPMRB), Audit and Evaluation Sector (AES), Department of Indian Affairs and Northern Development (DIAND) will be responsible for the management of all work arising from the Standing Offer Agreements (SOAs), unless otherwise signalled at the time of Call-up. In this respect, the Department reserves the right to use the SOAs to support the work of other sectors, branches or regions within the department (Note: As a result, while the Director of the Evaluation, Performance Measurement and Review Branch will remain the Departmental Representative, Project Authorities may vary).

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<sup>5</sup> These include EPMRB's standardized reporting formats and performance measurement strategy templates.

## **SW8. CONTRACTOR RESPONSIBILITIES**

It is the responsibility of the Contractor to, at all times, conduct itself and to ensure the performance of its deployed personnel in accordance with the terms and conditions of the resultant Standing Offer Agreement, and in the spirit of the values and ethics code for the public service.

**8.1** More specifically, in the provision of services to DIAND, the Contractor shall:

- 8.1.1 Work in conjunction and remain in close contact with EPMRB personnel, other Departmental officials and other identified informants/stakeholders, communities and/or organizations, as required;
- 8.1.2 Respect and support EPMRB's Engagement Policy (Appendix 2);
- 8.1.3 Conduct all work in compliance with EPMRB's Quality Control process (Appendix 1);
- 8.1.4 Assume responsibility for the quality and completeness of all work submitted to the Departmental Representative including completion within pre-defined schedules, as outlined in each Call-up;
- 8.1.5 Provide regular status reports and briefings, as required, to identify progress, issues, challenges, strategies, and achievements; and
- 8.1.6 Be capable of commencing work within five (5) days of a Call-up being assigned, approved and signed by all signatories, unless otherwise agreed upon by DIAND.

## **SW9. DEPARTMENTAL SUPPORT**

**9.1** Where relevant, the Departmental Representative will provide the following to the Contractor:

- 9.1.1 Permission for the Contractor to be on premises to review departmental files and records which cannot be removed from the office;
- 9.1.2 Access to key departmental documents, research, data and databases, as required;
- 9.1.3 Review and provide comments on draft deliverables in a timely manner;
- 9.1.4 Provide contact information for Department/federal/provincial/Aboriginal contacts;
- 9.1.5 Negotiate the number of days required for a given project/task (these shall be the basis for establishing a firm price for each project). The timing for each project shall be subject to the specific requirement for that project; and
- 9.1.6 Other assistance as required and possible.

## **SW10. LOCATION OF WORK AND TRAVEL**

The primary location of work under the SOA and any resulting Call-up(s) shall be the Contractor's facilities, unless stipulated otherwise within the Call-up document.

No travel should be undertaken under this SOA and any resulting Call-up(s) unless agreed upon by the Departmental Representative. Should travel be required, all costs will be reimbursed in accordance with the Treasury Board Travel Directorate.

## **SW11. LANGUAGE**

The Bidder **must** be capable of providing oral and written services in both Canada's official languages OR indicate which official language it can provide oral and written services, if it cannot provide services in both Canadian official languages.

In keeping with the spirit and the letter of the *Official Languages Act* DIAND reserves the right to award call-ups to successful Bidders who can provide services in either or both official Canadian languages where relevant and required.

Where the Bidder's **named resources** can provide services in one or more Aboriginal languages (i.e., First Nations, Inuit, Métis), the Bidder **must** certify the Aboriginal languages in which its **named resources** can provide oral or written services).

## **GREENING GOVERNMENT OPERATIONS**

Canada is committed to greening its supply chain. In April 2006, 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. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

Furthermore, in June 2008 the [Federal Sustainable Development Act](#) was passed to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that will make environmental decision making more transparent and accountable to Parliament. A Federal Sustainable Development Strategy is developed every three years that includes shrinking the environmental footprint of government operations. Green procurement is a key enabler of these objectives.

In accordance with the [Policy on Green Procurement](#) and Federal Sustainable Development Strategy, for this requirement:

### General

- a) The Offeror is encouraged to offer or suggest green solutions whenever possible.
- b) The Offeror should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.
- c) The Offeror should use green meetings practices when conducting workshops and meetings. Guides to green meeting practices are available through [Environment Canada](#) and the [United Nations Environment Program](#).

### Travel

- a) The Offeror is encouraged to work off-site to reduce commuting requirements where security requirements allow.
- b) The Offeror is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- c) Where transportation is required, the Offeror is encouraged to use environmentally preferred modes of transportation, where feasible.
- d) The Offeror is encouraged to use accommodations with environmental ratings: Contractors of the Government of Canada may access the [PWGSC Accommodation Directory](#) to search for accommodations with Green Key and/or Green Leaf ratings that will honor the pricing for Offerors.

### Paper Consumption

- a) The Offeror is requested to provide all correspondence including (but not limited to) their offer, documents, reports and invoices in electronic format unless otherwise specified by the Standing Offer Authority or Project Authority, thereby reducing printed material. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Standing Offer Authority or Project Authority.
- b) Printed material is requested on paper that is EcoLogo certified or equivalent, certified as using fibre originating from a sustainably managed forest and/or minimum recycled content of 30%. Paper is also to be processed chlorine free, whenever possible.
- c) The Offeror should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

### Goods Used in Service Delivery

- a) It is desirable that the Offeror, in the provisioning of services, procure equipment, such as computer equipment, peripherals and telephony equipment that meet the most current environmental specifications used by the Government of Canada when procuring similar equipment, without reducing the service quality and effectiveness, whether this equipment is owned by the Offeror or procured by the Offeror for Government of Canada customers. Government of Canada environmental specifications can be found in the Green Procurement Plans available [online](#) or by contacting [AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca](mailto:AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca).
- b) It is desirable that the Offeror, in the provisioning of services, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Offeror or procured by the Offeror for Government of Canada customers.
- c) The Offeror is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Offeror and used to deliver the Service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.

**ANNEX "B"**  
**BASIS OF PAYMENT**

**Table FP1: Financial Proposal Table**

Proposed Resource Level (Senior, Intermediate, Junior Student) and Name	PER DIEM RATES (CAN\$) SOA Award to March 31, 2016  (A)	PER DIEM RATES (CAN\$) April 1, 2016 to March 31, 2017  (B)	PER DIEM RATES (CAN\$) April 1, 2017 to March 31, 2018  (C)	Option Years		Average Per Diem Rates (CAN\$) (F = [A + B + C + D + E] / 5)
				PER DIEM RATES (CAN\$) April 1, 2018 to March 31, 2019  (D)	PER DIEM RATES (CAN\$) April 1, 2019 to March 31, 2020  (E)	
<b>SENIOR RESOURCES</b>						
<i>Highest average senior resource per diem</i>						
<b>INTERMEDIATE RESOURCES</b>						
<i>Highest average intermediate resource per diem</i>						
<b>JUNIOR RESOURCES</b>						
<i>Highest average junior resource per diem</i>						
<b>Students (DO NOT HAVE TO BE NAMED FOR THE PURPOSES OF THIS RFSO)*</b>						
Identify level e.g., PhD, Masters, Bachelor students)						

\* This table was designed on the assumption that there is one per diem rate for each level of student. If this is not the case, please supply the highest all-inclusive per diem rate to be charged for each level of student proposed.

# ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

**Affaires autochtones et Développement du Nord Canada** / **Aboriginal Affairs and Northern Development Canada**

Contract Number / Numéro du contrat  
 20-13-6014  
 Security Classification / Classification de sécurité

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

<b>1. Branch / Sector / Directorate / Région / Direction générale / Secteur / Direction / Région</b> Audit and Evaluation – EPMRB	<b>2. Contract type / Type de contrat</b> Non-Competitive Type / Non-compétitif Type <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/>																																																													
<b>3. Brief Description of Work / Brève description du travail</b> Evaluation Services Set-Aside																																																														
<b>4. Contract Amount / Montant du contrat</b> 3,000,000 \$	<b>6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement)</b>																																																													
<b>5. Contract Start and End date / Date de début et de fin du contrat</b> 2013 to / au 2018/19																																																														
<b>7. Will the supplier require / Le fournisseur aura-t-il :</b>																																																														
7.1 access to PROTECTED and/or CLASSIFIED information or assets / accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS? <span style="float: right;"><input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui</span>																																																														
7.2 an access card to AANDC premises / besoin d'une carte d'accès aux bureaux d'AANDC? <span style="float: right;"><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>																																																														
7.3 access to the departmental computer network / accès au réseau informatique du Ministère? <span style="float: right;"><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>																																																														
(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)																																																														
<b>PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS</b>																																																														
<b>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?</b> <span style="float: right;"><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>																																																														
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>																																																														
<b>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?</b> <span style="float: right;"><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>																																																														
<b>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/départ du Ministère ou avec d'autres parties?</b> <span style="float: right;"><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>																																																														
If yes, specify: / Si oui, spécifiez :																																																														
a) Email transmission / Transmission par courrier électronique : <span style="float: right;"><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>																																																														
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FT sécurisé, collaboration, etc) : <span style="float: right;"><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>																																																														
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) : <span style="float: right;"><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>																																																														
<b>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* ?</b> <span style="float: right;"><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span>																																																														
* Handling equipment and measures for secure transmission and emission (cryptographic, telephonic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphonique, télécopieur sécurisé)																																																														
<b>10. SUMMARY CHART / TABLEAU RÉCAPITULATIF</b>																																																														
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">Category / Catégorie</th> <th rowspan="2">Please refer to question number / Veuillez vous référer à la question</th> <th colspan="2">PROTECTED / PROTÉGÉ</th> <th colspan="3">CLASSIFIED / CLASSIFIÉ</th> </tr> <tr> <th>A</th> <th>B</th> <th>CONFIDENTIAL / CONFIDENTIEL</th> <th>SECRET</th> <th>TOP SECRET / TRÈS SECRET</th> </tr> </thead> <tbody> <tr> <td>Information Assets / Renseignements/Biens</td> <td>7.1</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Information Assets (off site) / Renseignements/Biens (en dehors)</td> <td>8</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>IT Information Assets (off site) / Renseignements/Biens TI (en dehors)</td> <td>9.1</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>IT Transmission - email / Transmission TI - courriel</td> <td>9.2 a)</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>IT Transmission - other / Transmission TI - autre</td> <td>9.2 b)</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Remote Access to Network / Connexion à distance au réseau</td> <td>9.2 c)</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>COMSEC</td> <td>9.3</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>		Category / Catégorie	Please refer to question number / Veuillez vous référer à la question	PROTECTED / PROTÉGÉ		CLASSIFIED / CLASSIFIÉ			A	B	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"/>	Information Assets (off site) / Renseignements/Biens (en dehors)	8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	IT Information Assets (off site) / Renseignements/Biens TI (en dehors)	9.1	<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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	IT Transmission - other / Transmission TI - autre	9.2 b)	<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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<b>11.1 Personnel Security Screening Level Required: / Niveau d'enquête de la sécurité du personnel requis :</b> <input type="checkbox"/> N/A / Non requis <input checked="" type="checkbox"/> Reliability / Fiabilité <input type="checkbox"/> Confidential / Confidentiel <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret / Très secret																																																														
<b>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?</b> <span style="float: right;"><input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui <input type="checkbox"/> N/A / Non requis</span>																																																														
<b>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?</b> <span style="float: right;"><input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui</span>																																																														

Contract Number / Numéro du contrat  
**20-13-0014**  
 Security Classification / Classification de sécurité

13. Organization Project Authority / Chargé de projet de l'organisme Name (print) - Nom (en lettres moulées) Michel Burrowes		Title - Titre Director, EPMRB		Signature <i>Michel Burrowes</i>	
Telephone No. - N° de téléphone 819 994-1259	Facsimile No. - N° de télécopieur 819 934-1580	E-mail Michel.Burrowes@aadnc-aandc.gc.ca	Date Feb 5/14		
14. Contracting Security Authority / Responsable de la sécurité de l'organisme Name (print) - Nom (en lettres moulées) Josée Beaulieu		Title - Titre Contracting Security Officer		Signature <i>Josée Beaulieu</i>	
Office: (819) 956-0903 Fax: (819) 994-6774		Date Feb 11/2014			
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification et la sécurité) sont-elles jointes?		<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
16. Procurement Officer / Agent d'approvisionnement Name (print) - Nom (en lettres moulées) Christian Martineau		Title - Titre Sr. Procurement Officer		Signature <i>Christian Martineau</i>	
Telephone No. - N° de téléphone 819-956-1601	Facsimile No. - N° de télécopieur	E-mail Christian.martineau@aadnc-aandc.gc.ca	Date		
17. Contracting Security Authority / Autorité contractante en matière de sécurité Name (print) - Nom (en lettres moulées) Josée Guilbault		Title - Titre Head Personal Security Contractor and Awards		Signature <i>Josée Guilbault</i>	
Office: (819) 956-0903 Fax: (819) 994-6774		Date 2014-02-11			

**ANNEX "D"  
CERTIFICATIONS**

**1. Security**

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

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

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

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

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

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



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

**2. Certification – Ability to deliver oral and/or written services in one or more Aboriginal Languages**

The Bidder certifies that, should it be authorized to provide services under any Standing Offer Agreement resulting from the solicitation, it CAN provide oral and/or written services in the following Aboriginal language(s):

*(Please specify which language(s) and whether oral and/or written services can be offered in the language(s) identified).*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OR**

The Bidder certifies that, should it be authorized to provide services under any Standing Offer Agreement resulting from this solicitation, it CAN NOT provide oral and/or written services in one or more Aboriginal language(s):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX 1**  
**Evaluation, Performance Measurement and Review Branch (EPMRB)**

**Internal Quality Control Process**

EPMRB's **Quality Control Process** applies to all stages of the department's evaluation, performance measurement and review projects.

Quality is assessed on the basis of technical merit, relevance and compliance with governing policies and guidelines, including Treasury Board's Policy on Evaluation and DIAND's Gender Based Analysis Policy and Sustainable Development Strategy.

As highlighted below, the process includes provisions for both internal and external reviews:

**Quality standards**

- Relevance and technical merit, including accuracy, methodological rigour, and appropriate contextualization of findings
- Consistency with Treasury Board Policy (Policies, Directives, Standards and Guidelines Treasury Board Policies on Transfer Payments and Evaluation)
- Consistency with DIAND's Policy on Gender-Based Analysis, Sustainable Development Strategy and Official Language Policy

**Priorities**

- Terms of Reference
- Detailed Methodology and Work Plans
- Technical Reports and Working Papers
- Preliminary Findings (Presentations)
- Draft Reports
- Program / policy proposals and Treasury Board submissions
- Performance measurement strategies

**Quality Control Measures**

- Standardized criteria for assessing the quality of evaluations and performance measurement strategies (to follow), based on Treasury Board guidelines
- Internal and external peer reviews (e.g., DIAND's Strategic Research and Analysis Directorate and/or other methodological experts)
- Validation sessions with Programs, Working Groups and Advisory Committees
- Review, approval and follow-up by the EPMR Committee, chaired by the Deputy Minister and comprised of senior DIAND and external members
- Participation in DIAND's Policy Development Process

**Please note:** The range of quality control measures employed will vary depending on the complexity and level of risk of the projects undertaken.

## APPENDIX 2

### Engagement Policy for the Evaluation, Performance Measurement and Review Branch, Department of Indian Affairs and Northern Development (DIAND)<sup>6</sup>

#### Introduction

Ensuring the quality of evaluations is one of the most important aspects of the Branch's work. Quality is assured by using an appropriate mix of decision-making, internal and external review, and the application of quality control tools. The objective is to produce evaluation reports, which are reliable, relevant and timely for both internal and external stakeholders. Aboriginal engagement is critical to this process.

#### Purpose

The purpose of this internal policy is to:

- a) Ensure Aboriginal involvement in, and contribution to, relevant and meaningful evaluations;
- b) Define the roles and responsibilities of all parties;
- c) Enhance communication and improve relationships between the Department and Aboriginal people and organizations; and
- d) Ensure that reporting requirements placed on recipients of DIAND programs related to the evaluation are kept to the minimum possible.

#### Principles to guide the engagement process

- 1) Identify groups that should be engaged.

Key groups include

- Bands
- Tribal councils
- National, Regional and Sectoral Aboriginal organizations
- Other Aboriginal organizations

- 2) Be clear about the purpose of engagement
- 3) Be respectful of cultural differences

#### Method of Engagement

Aboriginal participation in DIAND-led evaluations is achieved through interviews, surveys, focus groups and case studies. Additional Aboriginal contributions to DIAND-led evaluations are usually made through participation in one or more of the following fora, of which one or more may be used in any particular evaluation:

- **Working Group** - normally comprised of departmental program officials and, for horizontal initiatives, other relevant departmental representatives as required. In cases where initiatives are co-managed by Aboriginal groups, Aboriginal representation may also be included. Members provide feedback on the evaluation's terms of reference, evaluation frameworks and other key evaluation deliverables to ensure that, for each evaluation, the appropriate evaluation issues are covered, proposed methodologies are sound, and findings and conclusions are supported by credible evidence. The Working Group also ensures reporting is done in a clear, concise and balanced manner. The Working Group meets as required to review milestones.
- **Advisory Committee** – normally comprised of external stakeholders (including Aboriginal advisors, subject matter or methodological experts) to provide advice and input

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<sup>6</sup> Edited version of policy approved by DIAND's Audit and Evaluation Committee on September 25, 2008.

into the evaluation process. Specifically, providing input into evaluation terms of reference and overall approach, evaluation methodology and field work activities (including literature review, analysis of administrative data, case-studies) and contextualizing and consolidating evaluation findings in technical and final reports. Selection and membership vary and could include the participation of program personnel as technical advisors depending on the topic and scope of each evaluation.

- **Strategic Evaluation Committee** – an Assistant Deputy Minister or equivalent level committee that enhances linkages between evaluation, policy, and program development. This committee typically meets 3 times over the course of an evaluation to review the evaluation framework or methodology report, receive a mid-term progress review, and review the draft final report. Aboriginal Advisors on this committee consist of Grand Chiefs of Tribal Councils, Chiefs of First Nations, Executive Directors or Presidents of organizations, etc.
- **Ad Hoc Committees** – developed when there is a specific need that is not covered by other committees mentioned above. This could be a technical or other committee depending upon what is needed for the evaluation. Selection and membership vary depending on needs, but may be comprised of subject matter experts and technicians in a particular field.

Each committee or group will be governed by a Terms of Reference or Protocol that sets out the context/mandate, objectives, guiding principles, roles and responsibilities, communication strategy and membership for that group or committee with respect to each evaluation.

**Note:** Aboriginal participants, experts and program officials on any of these committees named above may also be considered key informants for the purpose of the evaluation and could be interviewed as such to ensure that the evaluators obtain as much relevant information as possible about the program, policy or initiative being evaluated.

#### **Roles and responsibilities:**

EPMRB is responsible for engaging stakeholders as early as possible in the evaluation process, chairing meetings, developing Terms of Reference or Protocols to govern the committee(s), ensuring that all parties have up to date information throughout the evaluation process, and responding to feedback and any concerns that may be articulated by Aboriginal advisors or experts in a timely manner.

Aboriginal advisors and subject matter or methodological experts are responsible for reviewing documentation and providing advice and feedback (e.g. Terms of Reference, evaluation frameworks, Statements of Work, Evaluation Methodology, literature reviews and draft reports), providing advice on the receptivity of various audiences, ensuring that Aboriginal perspectives are taken into account, and that any Aboriginal concerns with the evaluation or process are articulated (including reporting burdens). Access to Aboriginal membership for evaluation purposes may be facilitated through advisors and/or their respective organizations (for interviews, focus group meetings, case studies, etc.). Advisors and experts are expected to provide a challenge function – asking questions, providing input and where necessary, recommending changes. Advisors and experts also have the responsibility for maintaining confidentiality about the contents of reports until they have been vetted through DIAND's internal approval process.

#### **Remuneration**

When advisors are from professional organizations, it is generally understood that participation in such committees is part of their work and that no compensation will be offered. However, should EPMRB wish to utilize the expertise of Aboriginal advisors or their organizations more intensively, compensation may be offered for the extra work that will be undertaken on behalf of the evaluation. The amount and type of compensation must have the prior authorization by the Project Authority. The contractor will be reimbursed for the

direct expenses reasonably and properly incurred in the performance for the work as agreed upon by the Project Authority. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers. In the event that advisors are selected who are not currently affiliated with an organization, an honorarium may be offered to acknowledge the expertise being sought as well as to compensate for the time spent at committee meetings. Should advisors require any travel as part of this process, all costs will be reimbursed by DIAND in accordance with Treasury Board guidelines. All payments are subject to government audit.