



**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).

**Vendor/Firm - Fournisseur/de l'entrepreneur**

Name - Nom

Address - Adresse

Telephone Number - Numéro de téléphone

GST/HST Number - Numéro de la TPS/TVH

QST Number - Numéro de la TVQ

Title - Titre <b>Research Services pertaining to Indian Residential Schools –</b>	
Solicitation Number - Numéro de l'invitation <b>1000171848</b>	
Date (YYYYMMDD) - Date (AAAAMMJJ) <b>2015-10-15</b>	
Solicitation Closes - L'invitation prend fin At - À <b>2:00 p.m.</b>	Time Zone - Fuseau horaire  <b>Eastern Standard Time (EST)</b>
On (YYYYMMDD) - Le (AAAAMMJJ) <b>2015-11-24</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 <b>Veronique.Larose@aandc-aadnc.gc.ca</b>	
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: Research Services pertaining to Indian Residential Schools – Set- Aside – Standing Offer Agreements**

**PART 1 - GENERAL INFORMATION**

**1. Introduction**

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

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

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

**2. Summary**

- (i)            The Department of Indian Affairs and Northern Development (DIAND) is responsible for addressing and resolving issues arising from the legacy of Indian Residential Schools and works with former students of Indian Residential Schools, Aboriginal organizations, church representatives, and the Courts, to oversee the timely and effective implementation of the Indian Residential Schools Settlement Agreement;
- (ii)            Department of Indian Affairs and Northern Development;
- (iii)            Standing Offer period will be for three (3) years with two (2) one (1) year options;
- (iv)            A maximum of two (2) Standing Offers will be issued.

DIAND intends to award up to two (2) Standing Offer Agreements (SOAs), for a total of \$4,000,000.00 (including GST/HST) for up to 5 years.

In a companion Request for Standing Offer Agreement (RFSO) 1000169564, DIAND is seeking to establish up to eight (8) 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 ten (10) Standing Offer Agreements overall;

- (v) "There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. For more information on personnel and organization security screening or security clauses, offerors should refer to the (Canadian Industrial Security Program) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website."
- (vi) Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.
- (vii) "For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO)."
- (viii) "This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business."

"This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses."

"Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement."

### **3. Security Requirement**

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

### **4. Debriefings**

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

### **5. Office of the Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise concerns regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. Additional information on the services of the OPO services is available at [www.opo-boa.gc.ca](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 (2015-09-03) 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: 60 days

Insert: 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:
  - . the name of each member of the joint venture;
  - a. the Procurement Business Number of each member of the joint venture;
  - b. 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;
  - c. 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 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: 1000171848
- Standing Offer Authority: Véronique Larose
- Closing Date: November 24, 2015 at 2:00 p.m. (EST)
- 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**

For offers submitted in hard copy format (excluding Email), 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.

**Section IV: Additional Information Required With Offer**

**1.1 Offeror's Proposed Site or Premises Requiring Safeguard Measures**

As indicated in Part 6 under Security Requirement, the Offeror must provide the required information below, on the Offeror's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

## 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 and \_\_\_\_\_  
**(name of firm or consultant will be identified when the name will be known.)** will evaluate the offers.

#### 1.1. Number of Bids Permitted from a Bidding Group

- i. A maximum of two (2) bid submissions will be permitted from members of the same bidding group in response to this bid solicitation, as follows:
  - A. A maximum of one (1) bid from members of a bidding group bidding independently; and
  - B. A maximum of one (1) bid from members of a bidding group bidding as a party in a joint venture.
- ii. If members of a bidding group participate in more than the permitted number of bids, Canada will set aside all bids received from members of that bidding group.
- iii. For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
  - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
  - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

### 1.2 Technical Evaluation

#### 1.2.1 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.

Offerors are advised that experience gained during formal education shall not be considered work experience. All requirements for work experience **MUST** have been

obtained in a professional work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Offerors are advised that the month(s) of individual resource experience listed for a project in which the time frame overlaps that of another referenced project for the same named resource will only be counted once. For example: Project #1 time frame is July 2014 to December 2014; Project #2 time frame is October 2014 to January 2015; the total months of experience for these two project references is seven (7) months.

Offerors are also advised that the experience is as of the closing date of the RFSO. For example, if a given requirement states "The Offeror must have experience, within the last five (5) years", then the five (5) year period is calculated as of the closing date of the RFSO.

The Offeror's Technical Proposal **should** include a table of contents and all pages **should** be paginated. Tabs **should** be used to separate different sections of the Proposal.

Offeror's Name:				
Item	Mandatory Technical Criteria	Proposal Ref. Pg. #	Reserved for DIAND	
			Pass	Fail
M1	<p><b>M1 Corporate Profile</b></p> <p>The Offeror <b>MUST</b> provide a company profile and corporate resume that includes:</p> <ul style="list-style-type: none"> <li>a) The full legal name of the firm submitting the Offer (including, as applicable all joint venture, consortia, partners or subcontractors);</li> <li>b) A summary of the Offeror's capabilities as a firm, including identification of the number of FTE resources that are currently engaged by the Firm (either as staff or subcontractors) for the provision of Research Services similar to DIAND's requirements; and</li> <li>c) A description of the Offeror's proposed work approach and quality assurance methodologies with respect to the delivery of Research Services to DIAND.</li> <li>d) The full postal address for the Offeror's Headquarters or any other office locations (if applicable) from which it is proposing to provide services, using <b>Table M1-1</b> (or a reasonable facsimile of the template, which contains all of the requested information).</li> </ul> <p><b>Note:</b> The Offeror <b>MUST</b> have a minimum human resource complement of four (4) individuals capable of providing Research Services as described in the RFSO.</p>			
	<p><b>M2 Project Summaries</b></p> <p>M2.1 The Offeror <b>MUST</b> provide at least ten (10) written project summaries describing in detail the Offeror's current/previous experience in successfully providing</p>			

	<p>Research Services, as described within the Statement of Work.</p> <p>M2.2 All project summaries <b>MUST</b> relate to work performed (but not necessarily completed), within <b>one (1) or more</b> client organizations during the past five (5) years.</p> <p>M2.3 <b>At least one (1)</b> of the ten (10) submitted project summaries <b>MUST</b> have been valued at a minimum of \$10,000.00 (CAD) to the Offeror.</p> <p>M2.4 At least one (1) proposed resource <b>MUST</b> have been directly involved in <b>at least one (1)</b> Project Summaries submitted.</p> <p>M2.5 Offerors <b>MUST</b> use the sample project summary template (or a reasonable facsimile of the template, which contains all of the requested information) as provided in <b>Table M2-1</b>, for each project summary submitted as evidence of experience in the provision of Research Services.</p> <p><i>DIAND reserves the right to contact the named client project authorities for the purpose of verifying the accuracy of the information provided in the Offeror's Proposal.</i></p> <p><i>Should DIAND choose to contact the project authorities and should one (1) or more named client project authority's contact information be out of date, DIAND reserves the right to request provision of updated contact information, or provision of contact information for an alternative client project authority or designate, who is capable of verifying the accuracy and veracity of the information provided in the Offeror's Proposal.</i></p>			
<p><b>M3</b></p>	<p><b>M3 Proposed Resources</b></p> <p>M3.1 The Offeror <b>MUST</b> name resources and provide a detailed Curriculum Vitae (CV) for a minimum of four (4) resources, and up to a maximum of ten (10) resources.</p> <p>M3.2 CV's <b>MUST</b> include:</p> <ul style="list-style-type: none"> <li>a) The name of the proposed resource;</li> <li>b) The proposed resource's position within the Offeror's organization;</li> <li>c) A detailed listing of the proposed resource's education and academic attainments. All formal education and training <b>MUST</b> include the title, name of the educational institution, and duration (indicated in months/years) of the course or program;</li> <li>d) Descriptions of relevant project or work experience (including start dates and end dates of engagement in months/years at minimum) and the language (English / French) in which the services were provided;</li> <li>e) Chronological work experience (indicated in months/years);</li> <li>f) Confirmation of whether or not the resource is able to provide Research Services in both Official Canadian</li> </ul>			



	<p>Languages (English/French); and</p> <p>g) Level of GoC Security Clearance held at the time of Proposal submission.</p> <p>M3.3 Proposed resources <b>MUST</b> meet <b>all</b> of DIAND's minimum qualification requirements, as described in Table 8-1, Section SW8.0 Contractor Resource Requirements and Minimum Qualifications of the Statement of Work.</p> <p><b>DIAND will evaluate proposed resources, as follows:</b>  <i>Named resources will be evaluated in the order in which they first appear within the Offeror's proposal.</i></p> <p><i>Proposed resources will be evaluated against the stated minimum qualifications, as described in Table 8-1, Section SW8.0 Contractor Resource Requirements and Minimum Qualifications of the Statement of Work, until such time as the Offeror has provided evidence of the minimum number of qualified resources.</i></p> <p><i>DIAND will evaluate up to two (2) additional resources, should one (1) or more of the Offeror's proposed resources fail to meet the minimum qualifications.</i></p> <p><b>Note:</b> <i>DIAND will evaluate the CVs for all the remaining proposed resources, as part of point rated technical criteria R3 Resource Capacity, if the Offer meets all the mandatory technical criteria.</i></p>			
<p><b>M4</b></p>	<p><b>M4 Signed Authorization</b></p> <p>M4.1 For each proposed resource, the Offeror <b>MUST</b> include an authorization signed by the named resource giving the Offeror the right to propose the individual as a potential resource in this RFSO.</p>			

**Table M1-1: Offeror Office Locations**

The Offeror **MUST** provide the full postal address for its Headquarters or any other office locations (if applicable) from which it is proposing to provide services, using **Table M1-1** (or a reasonable facsimile of the template, which contains all of the requested information).

Regional Locations	Address of the Offeror's Headquarters and Relevant Office Locations
<b>1. National Capital Region (NCR)<sup>1</sup></b>	Street Name and Number: _____ City: _____ Province/State: _____ Postal Code/Zip: _____ Country: _____ Capacity to perform work in the SOW, that requires use of hard copy documents at this location (Y/N): _____ Capacity to perform work in the SOW, that requires virtual access to electronic information or documents, using Offeror's IT Systems at this location (Y/N): _____
<b>2. Vancouver Metropolitan Area<sup>2</sup></b>	Street Name and Number: _____ City: _____ Province/State: _____ Postal Code/Zip: _____ Country: _____ Capacity to perform work in the SOW, that requires use of hard copy documents at this location (Y/N): _____ Capacity to perform work in the SOW, that requires virtual access to electronic information or documents, using Offeror's IT Systems at this location (Y/N): _____
<b>3. Other</b>	Street Name and Number: _____ City: _____ Province/State: _____ Postal Code/Zip: _____ Country: _____ Capacity to perform work in the SOW, that requires use of hard copy documents at this location (Y/N): _____ Capacity to perform work in the SOW, that requires virtual access to electronic information or documents, using Offeror's IT Systems at this location (Y/N): _____
<b>Add rows as needed</b>	
<p><b>Note:</b> DIAND is not responsible for the Contractor's travel and associated costs between the Contractor's office or work site(s) and DIAND's facilities or other designated work location(s) within the National Capital Region or the Vancouver Metropolitan Area.</p>	

<sup>1</sup> The NCR is defined in the [National Capital Act](#), Revised Statutes of Canada (R.S.C.) 1985, Chapter N-4, Segment 2. The [National Capital Act](#) is available on the Justice Website.

<sup>2</sup> Vancouver Metropolitan Area (or the Greater Vancouver Regional District) is defined as being bounded on the west by the Strait of Georgia, on the south by the USA border and by a north-south line from Lions Bay to Abbotsford.

**Table M2-1 - Project Summary Template**

*Using the format outlined below, please provide a description of relevant projects, of similar scope to the requirements described in the Statement of Work. Please use a separate sheet for each project. The minimum required number of projects is ten (10) projects within the past five (5) years. Projects will be evaluated in the order in which they appear in the Offeror's Proposal.*

*Up to a maximum of five (5) additional projects submitted in excess of the required minimum will be evaluated within **R1b** of the Rated Criteria for depth and breadth of experience of the Offeror in providing Research Services to clients.*

<b>Project Summary # : _____</b>			
<b>Project Title:</b>			
<b>Client Organization<sup>3</sup>:</b>			
<b>Project Start Date<sup>4</sup>:</b> (mm/yyyy)		<b>Project End Date:</b> (mm/yyyy)	
<b>Dollar Value (\$CAD):</b>			
<b>Names of Resource(s) Utilized:</b>		<b>Roles of Resources:</b>	
1. <i>(Add more rows as needed)</i>			
2.			
3.			
<b>Objectives of Project/Mandate:</b>			
<b>Description of Services Provided:</b>			
<b>Extent to which the Services were Provided On-time and Within Established Budget:</b>			
<b>Client Project Authority Contact Information:</b>			
<b>Name:</b> <b>Address:</b> <b>Telephone Number:</b> <b>Email Address:</b>			

<sup>3</sup> Indicate for whom the work was performed.

<sup>4</sup> Indicate the Start and End dates of the work (in months and years in the format MM/YYYY), for the purposes of demonstrating the Offeror's experience.

### 1.2.2 Point Rated Technical Criteria

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

Offeror's Name:			
Item	Point Rated Technical Criteria	Reserved for DIAND	Section / Page #
		Points/Score	
R1	<p><b>R1 Project Summaries</b></p> <p>Up to a maximum of seventy (70) points or seven (7) points per project summary, on the extent to which the project summaries are relevant and similar to DIAND's requirements for Research Services, according to the following specific factors:</p> <p><b>a)</b> The similarity and relevance of the Client organization's environment to DIAND's (up to 2 points per project, maximum of 20 points);</p> <p><i>2 points: A large complex organization that is primarily focused on Aboriginal Peoples, and works directly with First Nations in the delivery of federally funded programs and/or projects.</i></p> <p><i>1.5 points: A smaller less complex organization primarily focused on Aboriginal Peoples, and works directly with First Nations in the delivery of services, programs and/or projects.</i></p> <p><i>1.0 points: An organization in which Aboriginal Peoples are a one of the client groups that receive services, programs and/or projects.</i></p> <p><i>0.5 points: An organization that serves Aboriginal Peoples but makes no distinction with the types of services.</i></p> <p><i>0 points: Neither similar nor relevant to the environment within which DIAND works, or no information was provided.</i></p> <p><b>b)</b> The depth and breadth of experience in providing Research Services to clients, as described in this SOW, such as the provision of research planning, analysis of historical documents, writing of clear, concise and objective historical reports, and the preparation of document/file summaries (2 points per project, maximum of 20 points);</p> <p><i>2 points: Comprehensive and complex that includes many tasks (at least 3) such as the provision of research planning, analysis of historical documents, writing of clear, concise and objective historical</i></p>	/70	

	<p>reports, and the preparation of document/file summaries.</p> <p><i>1.5 points: Comprehensive including tasks (at least 2) such as the provision of research planning, analysis of historical documents, writing of clear, concise and objective historical reports, and the preparation of document/file summaries.</i></p> <p><i>1.0 points: Focuses on 1 task, such as the provision of research planning, analysis of historical documents, writing of clear, concise and objective historical reports, and the preparation of document/file summaries.</i></p> <p><i>0.5 points: Focuses on minor tasks somewhat related to the provision of research planning, analysis of historical documents, writing of clear, concise and objective historical reports, and the preparation of document/file summaries.</i></p> <p><i>0 points: No information provided.</i></p> <p><b>c)</b> The Offeror's demonstrated experience in the area of Aboriginal relations with the Crown, including but is not limited to, Aboriginal grievances, Aboriginal litigation, specific claims, comprehensive claims, treaty negotiations, or claims related to residential schools (up to 2 points per project, maximum of 20 points); and</p> <p><i>2 points: Directly involved in a process that is directly addressing Aboriginal relations with the Crown, including but is not limited to, Aboriginal grievances, Aboriginal litigation, specific claims, comprehensive claims, treaty negotiations, or claims related to residential schools.</i></p> <p><i>1.5 points: Supporting a process that is directly addressing Aboriginal relations with the Crown, including but is not limited to, Aboriginal grievances, Aboriginal litigation, specific claims, comprehensive claims, treaty negotiations, or claims related to residential schools.</i></p> <p><i>1.0 points: Directly involved with non-Aboriginal populations in addressing grievances, claims, litigation, and or other personal or group legal issues.</i></p> <p><i>0.5 points: Indirectly involved with non-Aboriginal populations in addressing grievances, claims, litigation, and or other personal or group legal issues.</i></p> <p><i>0 points: No information provided.</i></p> <p><b>d)</b> The time-sensitivity of the work undertaken and the Offeror's experience in managing projects where multiple concurrent deadlines or service standards must be met (up to 2 points per project, maximum of 10 points).</p>		
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	<p>2 points: At least three (3) elements or deliverables, each of which had a distinct deadline or service standard, were managed concurrently. Deadlines or service standards were firm, and all were met by the Offeror.</p> <p>1.5 points: At least two (2) elements or deliverables, each of which had a distinct deadline or service standard, were managed concurrently. Deadlines or service standards were firm, and all were met by the Offeror.</p> <p>1.0 points: One (1) element or deliverable. Deadline or service standard was firm, and was met by the Offeror.</p> <p>0.5 points: Deadlines or service standards were negotiable, and all were met by the Offeror.</p> <p>0 points: Deadlines were not met by the Offeror, or no information provided.</p>		
R2	<p><b>R2. Resource Qualifications</b></p> <p>The evidence within curriculum vitae (CV) for the Offeror's proposed resources will be evaluated on the individuals' experience, knowledge and skills regarding the provision of Research Services as described in the Statement of Work.</p> <p>CV's <b>SHOULD</b> provide detailed information regarding the proposed individual's qualifications, education, linguistic capabilities and relevant experience</p> <p><b>DIAND will evaluate Resource Qualifications, as follows:</b>  <i>The first two (2) CV's, that met the minimum qualifications as per M4 Proposed Resources, will be evaluated in the order in which they first appear within the Offeror's proposal.</i></p> <p><b>Assessment Factors:</b></p> <p>Up to a maximum of sixty (60) points for demonstrating, through the submission of the proposed resource's C.V. the relevant experience, knowledge and skills of the proposed individual.</p> <p><b>a)</b> Two (2) points will be awarded for each year of demonstrated work experience in the area of Aboriginal relations , including but is not limited to, Aboriginal grievances, Aboriginal litigation, specific claims, comprehensive claims, treaty negotiations, or claims related to residential schools, within the past five (5) years (up to a maximum of 10 points);</p> <p><b>b)</b> Two (2) points will be awarded for each year</p>	/60	

	<p>of demonstrated work experience in the area of Research Services as described in the Statement of Work, in excess of three (3) years of experience (up to 10 points);</p> <p><b>c)</b> Two (2) points will be awarded for each year of demonstrated work experience in the provision of Research Services to governments, in excess of three (3) years of experience (up to 10 points);</p> <p><b>d)</b> One (1) point will be awarded for each year of demonstrated work experience in identifying and summarizing data from primary source historical documents, secondary source documents, historical and contemporary government files, or legal documents (up to 5 points);</p> <p><b>e)</b> One (1) point will be awarded for each year of demonstrated work experience in searching for information in computerized database information systems (up to 5 points);</p> <p><b>f)</b> One (1) point will be awarded for each year of demonstrated work experience in the planning of research projects and the preparation of research plans (up to 5 points);</p> <p><b>g)</b> Two (2) points will be awarded for each year of demonstrated work experience in performing archival research, involving identification and retrieval of documents from Canadian Government Archives for civil litigation processes, Alternative Dispute Resolution (ADR) processes, or processes under the Indian Residential Schools Settlement Agreement (IRSSA) (up to 10 points); and</p> <p><b>h)</b> Five (5) points will be awarded if the resource is able to provide Research Services in both Official Canadian Languages (English and French) (5 points).</p>		
<b>R3</b>	<p><b>R3 Resource Capacity</b></p> <p>The evidence within curriculum vitae for all the Offeror's proposed resources submitted in response to Mandatory Requirement <b>M3</b> will be evaluated, to determine the Offeror's capacity, above and beyond the minimum resource requirements for this RFSO.</p>	/10	

	<p><b>Assessment Factors:</b></p> <p>Up to a maximum of ten (10) points, will be awarded according to the following factor:</p> <p><b>a)</b> Two (2) points will be awarded for each Proposed Resource, in excess of the minimum of four (4) qualified resources that meets the minimum qualifications as per Mandatory Requirement M3 Proposed Resources (up to 10 points).</p>		
R4	<p><b>R4 Approach to Working with DIAND Clients in the NCR and Vancouver Metropolitan Area</b></p> <p>The evidence within the Offeror's Corporate Profile, submitted in response to Mandatory Requirement <b>M1d, Table M1-1</b>, will be evaluated to assess the Offeror's approach to delivering the services in the SOW to DIAND clients, located in the National Capital Region (NCR) and/or Vancouver Metropolitan Area.</p> <p><b>Note:</b> <i>The Offeror will be required to work with DIAND clients located in the NCR and/or Vancouver Metropolitan Area. The Offeror may also be required to conduct work described in the SOW at DIAND offices, archival repositories (such as Library and Archives Canada), or other work locations in the NCR and/or Vancouver Metropolitan Area.</i></p> <p><i>DIAND is not responsible for the Contractor's travel and associated costs between the Contractor's office or work site(s) and DIAND's facilities or other designated work location(s) within the National Capital Region or the Vancouver Metropolitan Area.</i></p> <p><b>Assessment Factors:</b></p> <p>Up to a maximum of fifteen (15) points, will be awarded according to the following factors:</p> <p><b>a)</b> Six (6) points will be awarded if the Offeror will perform the work in the SOW and will provide services to DIAND clients located in the NCR, from the Offeror's office(s) located in the NCR;</p> <p><b>b)</b> Two (2) points will be awarded if the Offeror has the capacity to perform the work in the SOW, that requires use of hard copy documents, from the Offeror's office(s) located in the NCR;</p> <p><b>c)</b> Two (2) points will be awarded if the Offeror has the capacity to perform the work in the</p>	/15	



	<p>SOW, that requires virtual access electronic information or documents, using the IT systems at the Offeror's office(s) located in the NCR;</p> <p><b>d)</b> Three (3) points will be awarded if the Offeror will perform the work in the SOW and will provide services to DIAND clients located in the Vancouver Metropolitan Area, from the Offeror's office(s) located in the Vancouver Metropolitan Area;</p> <p><b>e)</b> One (1) point will be awarded if the Offeror has the capacity to perform the work in the SOW that requires use hard copy documents, from the Offeror's office(s) located in the Vancouver Metropolitan Area;</p> <p><b>f)</b> One (1) point will be awarded if the Offeror has the capacity to perform the work in the SOW that requires virtual access to electronic information or documents, using the IT systems at the Offeror's office(s) located in the Vancouver Metropolitan Area;</p> <p><b>g)</b> One (1) point will be awarded if the Offeror will not perform any work from the Offeror's office(s) located in either the NCR or Vancouver Metropolitan Area, but will perform the work in the SOW and provide services to DIAND clients, from the Offeror's office(s) located outside the NCR and Vancouver Metropolitan Area;</p> <p><b>h) <i>If the Offeror is awarded one (1) point for R4g:</i></b> One half (0.5) point will be awarded if the Offeror has the capacity to perform the work in the SOW that requires use of hard copy documents, from the Offeror's office(s) located outside the NCR and Vancouver Metropolitan Area; and</p> <p><b>i) <i>If the Offeror is awarded one (1) point for R4g:</i></b> One half (0.5) point will be awarded if the Offeror has the capacity to perform the work in the SOW that requires virtual access to electronic information or documents, using the IT systems at the Offeror's office(s) located outside the NCR and Vancouver Metropolitan Area.</p>		
R5	<p><b>R5 Approach and Methodology</b></p> <p>The evidence within the Offeror's Corporate Profile, submitted in response to Mandatory Requirement <b>M1</b> will be evaluated on the Offeror's description of its proposed approach</p>	/15	

	<p>and quality assurance methodologies with respect to the delivery of Research Services.</p> <p><b>Assessment Factors:</b></p> <p>Up to a maximum of fifteen (15) points, based on up to five (5) points per factor, will be awarded based on the following factors:</p> <p><b>a)</b> The proposed work approach to reporting to and liaising with the client to ensure effective service delivery (up to 5 points);</p> <p><i>1 point: Discusses how will work with the client</i></p> <p><i>1 point: Discusses how to report to the client on progress of work</i></p> <p><i>1 point: Discusses the preparation of a work plan and which discusses service delivery</i></p> <p><i>1 point: Discusses formats and the manner in which work needs to be produced so that there is consistency in each task undertaken and reported on.</i></p> <p><i>1 point: Discusses how feedback on client satisfaction or lessons learned will be sought.</i></p> <p><b>b)</b> The proposed work approach to on-time delivery and customer service within an environment with multiple concurrent projects and short delivery time lines (up to 5 points); and</p> <p><i>1 point: General discussion on work-plans which describe how work will be produced in a timely manner or in accordance with service standards.</i></p> <p><i>1 point: Identifies one (1) risk or challenge to timely delivery and how it will be addressed.</i></p> <p><i>0.5 points: Identifies a second risk or challenge to timely delivery and how it will be addressed.</i></p> <p><i>0.5 points: Identifies a third risk or challenge to timely delivery and how it will be addressed.</i></p> <p><i>1 point: Identifies additional resources or explains some other solution to ensure timely delivery.</i></p> <p><i>1 point: Discusses consulting with the client, to confirm priorities and deadlines, and allocating resources according to the feedback provided.</i></p> <p><b>c)</b> The proposed quality assurance methodologies responding to DIAND's requirements for high quality, accurate, reliable and effective services (up to 5 points).</p> <p><i>1 point: Identifies how standards are identified, or</i></p>		
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	<p><i>which standards are used to ensure the quality of work and deliverables.</i></p> <p><i>1 point: Discusses reliability from the perspective of using multiple lines of evidence.</i></p> <p><i>1 point: Discusses working with the client when the client has concerns about reliability of the findings and evidence found during research.</i></p> <p><i>1 point: Discusses conducting peer review, verification, or another quality control mechanism to ensure accuracy and completeness of work and deliverables.</i></p> <p><i>1 point: Discusses measures that will be taken to improve the quality of the work performed by an individual, when the client has identified concerns about the quality of the work performed by that individual.</i></p>		
R6	<p><b>R6 Offer Quality</b></p> <p><b>Assessment Factors:</b></p> <p>Up to a maximum of ten (10) points will be awarded for presenting offers in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested, as evidenced by the following factors:</p> <ul style="list-style-type: none"> <li>a) 3 points for ordering/structuring the Offer to match the order and sequence of the Mandatory and Point-Rated Criteria in the RFSO;</li> <li>b) 2 points for writing the narrative portions of the Offer in a clear, concise, and logical fashion;</li> <li>c) 2 points for paginating all pages of the Offer, using a consistent format;</li> <li>d) 2 points for including a table of contents;</li> <li>e) 1 point for including tabs between the sections of the Offer.</li> </ul>	/10	
	<p><b>Overall Technical Score (R1-R6):</b>  ONLY THOSE OFFERS ACHIEVING A MINIMUM SCORE OF 135/180 (75%) ON POINT RATED CRITERIA <b>R1-R5</b> (inclusive) WILL BE EVALUATED ON BASIS OF THE OFFEROR'S FINANCIAL PROPOSAL.</p>	<p><b>/180</b> <b>(Pass: 135/180)</b></p>	

### **1.3 Financial Evaluation**

- 1.3.1** A minimum score of 75% must be achieved in the evaluation of point rated technical criteria R1 – R6 in order for the offer to be considered for financial evaluation. Offers that fail to meet the minimum required score will be deemed non-responsive and given no further consideration.

### **2. Basis of Selection – Highest Combined Rating of Technical Merit and Price**

- 2.1** 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 135 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 180 points.

- 2.2** Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 2.3** 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.
- 2.4** 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%.
- 2.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 2.6** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.7** 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.

## **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.shtm](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtm)) available from Employment and Social Development Canada-Labour's website.

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

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

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

##### **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.

Proposed replacement resources must meet or exceed (in DIAND's exclusive opinion) the qualifications of the resource they are proposed to replace. Should the proposed replacement resource not meet or exceed the qualifications of the resource they are proposed to replace, DIAND reserves the right to refuse the proposed replacement resource. In the event that the Offeror is unable to provide a replacement resource that is of equal or greater qualifications, DIAND reserves the right to seek a replacement from another qualified Offeror.

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 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**

- 1.1** 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;
  - (d) the Offeror's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7A - Standing Offer;
  - (e) the Offeror must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
- 1.2** Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 1.3** For additional information on security requirements, Offerors should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.



## 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

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

2.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding Capability (DSC) at the level of **PROTECTED B** issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2.1.2 The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS** granted or approved by the CISD, PWGSC.

2.1.3 The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store any sensitive **PROTECTED** information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **PROTECTED B** and an IT Link at the level of **PROTECTED B**.

2.1.4 Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of CISD/PWGSC.

2.1.5 The Contractor/Offeror must comply with the provisions of the:

- a) *Security Requirements Check List* and security guide (if applicable), attached at Annex C;
- b) *Industrial Security Manual* (Latest Edition).

#### 2.2 Offeror's Site or Premises Requiring Safeguard Measures

The Offeror must diligently maintain up-to-date, the information related to the Offeror's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

### 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 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer with the following adaptations:

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

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

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

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

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

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

## 4. Term of Standing Offer

### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Standing Offer award to September 30, 2018.

### 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) periods, 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 Indian Affairs and Northern Development  
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@aandc-aadnc.gc.ca](mailto:Veronique.Larose@aandc-aadnc.gc.ca)

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

### **5.2 Departmental Authority**

The Departmental Authority is:  
**(Identified at Standing Offer Award)**

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

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

Department of Indian Affairs and Northern Development

Directorate:

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

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

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

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

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

### **5.3 Project Authority**

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

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

## **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 two (2) Standing Offers will be issued.

DIAND intends to award up to two (2) Standing Offer Agreements (SOAs), for a total of \$4,000,000.00 (including GST/HST) for up to 5 years.

In a companion Request for Standing Offer Agreement (RFSO) 1000169564, DIAND is seeking to establish up to eight (8) 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 ten (10) 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:

Highest Ranked Offeror:	60%
Second Highest Ranked Offeror:	40%

If the number of compliant offers is less 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 Departmental 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 Departmental 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 Departmental Authority, a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details to the Departmental Authority. The proposal must be submitted to the Departmental 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 Departmental 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 Departmental 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 Departmental 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 Departmental 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 942, 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 identified 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. 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 (2015-09-03), 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 (2015-09-03), 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 **(identified 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 Federal Contractors Program for Employment Equity - Setting aside

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

### 13.3 SACC Manual Clauses

**13.3.1** SACC Manual Clause M3020C (2010-01-11) 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 (2015-09-03), 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: \$ **(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: \$\_\_\_\_\_ **(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. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 7. Official Languages

Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.

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

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

## 9. Joint Venture

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

[List Joint Venture members]

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

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

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

9.5 Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and

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

## 10. T1204 - Information Reporting By Contractor

10.1 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c.1 (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.

10.2 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.

**10.3** 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*) (**Identified at Standing Offer Award**).

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

## ANNEX "A"

### STATEMENT OF WORK

#### SW1.0 TITLE

- 1.1 Research Services pertaining to Indian Residential Schools - Firms – Standing Offer Agreements

#### SW2.0 BACKGROUND

- 2.1 The Department of Indian Affairs and Northern Development (DIAND) is responsible for addressing and resolving issues arising from the legacy of Indian Residential Schools and works with former students of Indian Residential Schools, Aboriginal organizations, church representatives, and the Courts, to oversee the timely and effective implementation of the Indian Residential Schools Settlement Agreement.

The Canadian federal government became involved in the Indian residential school system from 1874 to 1996. Schools were located in every province and territory except Newfoundland, New Brunswick and Prince Edward Island.

- 2.2 In its 1996 Report, the Royal Commission on Aboriginal Peoples (RCAP) brought the trauma experienced by some students in IRS to national attention. In November 2003, the Canadian Government launched the National Resolution Framework, which included a litigation strategy, health supports, a Commemoration Program and an Alternative Dispute Resolution (ADR) process.
- 2.3 The Indian Residential Schools Settlement Agreement (IRSSA) is the largest class action settlement in Canadian history. The implementation of the Indian Residential Schools Settlement Agreement (IRSSA) began on September 19, 2007, following the agreement reached between legal counsel for former students, legal counsel for the Churches, the Assembly of First Nations, other Aboriginal organizations and the Government of Canada to achieve a fair and lasting resolution of the legacy of Indian residential schools.

The IRSSA includes the following measures to address the legacy of the Indian residential school system:

- Common Experience Payment (CEP) to be paid to all eligible former students who resided at a recognized Indian residential school;
  - Independent Assessment Process (IAP), a claimant-centered, non-adversarial, out of court process for the resolution of claims of sexual abuse, serious physical abuse and other wrongful acts suffered at Indian residential schools;
  - Truth and Reconciliation Commission (TRC), mandated to hold seven national events, support community events, create a public historical record and promote awareness about the residential schools system and its impacts;
  - Commemoration, an initiative which supports local, regional and national activities that honour, educate, remember, memorialize and/or pay tribute to former Indian Residential School students, their families and their communities; and
  - Measures to support healing such as the Indian Residential Schools Resolution Health Support Program and an endowment to the Aboriginal Healing Foundation (AHF).
- 2.4 More than 100,000 Common Experience Payment (CEP) applications have been received and processed since September 19, 2007. The deadline for applying to the CEP was September 19, 2011. The deadline to apply for the CEP under exceptional circumstances was September 19, 2012.

- 2.5 More than 37,000 Independent Assessment Process (IAP) applications have been received, of which more than 31,000 have been resolved. The deadline for submitting IAP applications was September 19, 2012.
- 2.6 Under the IRSSA, Canada has certain obligations vis-à-vis the Truth and Reconciliation Commission (TRC). To date, DIAND has supported Canada's disclosure of over 4.2 million relevant documents to the TRC. As per the Settlement Agreement, Canada is making accessible to the TRC all relevant documents related to Indian residential schools spanning over a century.
- 2.7 To date, more than 9,400 people have asked for more than 1,530 distinct institutions to be added to the IRSSA. Article 12 of the IRSSA sets out a two-part test that is used to assess each requested institution to determine if it should be recognized as an Indian residential school. Since implementation of the IRSSA, DIAND has determined that seven requested institutions meet the Article 12 test criteria and have been added as Indian Residential Schools for specific periods of time. The court has also added two institutions, for a current total of 139 Indian Residential Schools eligible under the IRSSA.
- 2.8 DIAND has received thousands of Access to Information and Privacy (ATIP) requests, and other requests for information and records related to the legacy of Indian Residential Schools, submitted by former students and other requesters.
- 2.9 DIAND responsively researches the historical documents that it has acquired from numerous sources in order to validate applications or claims and provide requested information, as per obligations under the IRSSA, and in support of DIAND's mandate to address and resolve issues arising from the legacy of Indian Residential Schools. The research process involves the search, retrieval, extraction and collation of relevant data from historical documents, either in hard copy or scanned format, and using the salient metadata contained in departmental research databases. The process may also involve conducting analysis of the historical data and the writing of an objective summary of the factual situation, in a report, memorandum, or other format.

For more information please refer to the following web page:

<http://www.aadnc-aandc.gc.ca/eng/1100100015576/1100100015577>

### **SW3.0 OBJECTIVE**

- 3.1 In order to ensure that DIAND has the timely, specialized and cost-effective expertise required to validate remaining applications or claims and provide requested information pertaining to Indian residential schools, DIAND is seeking to establish multiple competitively awarded Standing Offer Agreements with qualified firms, capable of providing DIAND with the required Research Services.
- 3.2 Contractors qualified as Firms shall be legally structured as a sole proprietorship, corporation, partnership, or a joint venture. Individual Contractors structured as a sole proprietorship will not be accepted.
- 3.3 Specific project objectives and requirements will be contained within any resulting Call-ups.

## SW4.0 DEFINITIONS AND APPLICABLE DOCUMENTS

- 4.1 The following list of definitions and/or acronyms are relevant to and form a part of this Statement of Work (SOW). The list of definitions provided below is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this SOW. It is therefore imperative that questions of interpretation be directed to the DIAND Project Authority or designated representative.

Term/Acronym	Definition
<b>ATIP</b>	<p>Access to Information and Privacy</p> <p>The <i>Access to Information Act</i> gives Canadian citizens the right to access information in federal government records. The <i>Privacy Act</i> provides citizens with the right to access personal information held by the government and protection of that information against unauthorized use and disclosure.</p> <p>For more information please, refer to <a href="http://laws-lois.justice.gc.ca/eng/acts/A-1/index.html">http://laws-lois.justice.gc.ca/eng/acts/A-1/index.html</a> , and <a href="http://laws-lois.justice.gc.ca/eng/acts/P-21/index.html">http://laws-lois.justice.gc.ca/eng/acts/P-21/index.html</a></p>
<b>Call-up</b>	<p>Under a valid SOA, a document issued by the DIAND Contracting Authority to the Contractor, through which DIAND will obtain the required services.</p> <p>The Call-up document will contain requirements for the provision of said work, which will be consistent with the Statement of Work, and may consist of any combination of the services listed in the Statement of Work.</p> <p>Upon acceptance of the Call-up by the Contractor, and with the approval of the DIAND Departmental Authority and DIAND Contracting Authority, the Call-up forms a binding Contractual commitment.</p>
<b>Common Experience Payment (CEP)</b>	<p>Any person that can be verified as residing at an Indian Residential School in Canada will be entitled to a Common Experience Payment. The amount of compensation would be based on the number of years resided by a particular former student of residential schools: \$10,000 for the first year resided plus \$3,000 for every year attended thereafter.</p>
<b>Contracting Authority</b>	<p>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..</p>
<b>Contractor</b>	<p>The qualified vendor(s) selected pursuant to the competitive selection process, which are eligible to be considered for any resulting call-up(s).</p>
<b>DOJ</b>	<p>Department of Justice</p>
<b>Independent Assessment Process (IAP)</b>	<p>The Settlement Agreement provides for an enhanced alternative dispute resolution process called the Independent Assessment Process (IAP). Following the Implementation Date of the Settlement Agreement, the IAP is the only way a former student may pursue a sexual or serious physical abuse claim, unless he or she has formally opted out of the Settlement Agreement.</p>



<b>Term/Acronym</b>	<b>Definition</b>
<b>Indian Residential School Settlement Agreement (IRSSA)</b>	The IRSSA is a class action settlement that addresses the legacy of Indian residential schools. It includes a Common Experience Payment for all eligible former students of Indian Residential Schools, an Independent Assessment Process for claims of sexual or serious physical abuse, as well as measures to support healing, commemorative activities, and the establishment of a Truth and Reconciliation Commission.
<b>Departmental Authority</b>	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.
<b>DIAND</b>	Department of Indian Affairs and Northern Development
<b>Metro Vancouver</b>	Vancouver Metropolitan Area or Greater Vancouver Regional District
<b>NCR</b>	National Capital Region
<b>Project Authority</b>	The representative of DIAND 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.
<b>RCAP</b>	Royal Commission on Aboriginal Peoples
<b>Redaction</b>	Redaction is done when a public record contains sensitive, private, or confidential information that is taken out of the document, or redacted, in a way that does not distort the meaning of the record. The practice of striking or otherwise taking out this type of material is called redaction.
<b>RFSO</b>	Request for Standing Offer
<b>Severing</b>	The process of removing exempted or excluded information from a document in order to release the remainder of the document.
<b>SOW</b>	Statement of Work
<b>Standing Offer Agreement (SOA)</b>	<p>A method of supply for the provision of services during a specified period. Upon award of a Standing Offer Agreement (SOA), DIAND can make call-ups against the SOA detailing specific services required, during the effective period of the SOA in accordance with the predetermined conditions.</p> <p>An SOA is not a contract. The quantity of goods, level of services and estimated expenditure specified in the SOA are only an approximation of requirements given in good faith. The award of an SOA does not constitute an agreement by DIAND to order any or all of the services offered and DIAND may make one or several call-ups against an SOA.</p>
<b>Standing Offer Authority</b>	The person designated as such in the Standing Offer, or by notice to the Contractor, to act as the representative of Canada in the management of the Standing Offer.
<b>TRC</b>	Truth and Reconciliation Commission

4.2 In addition to any provisions contained within the SOA, the following documents provide guidance for the provision of Research Services within DIAND and the Government of Canada. The Contractor shall conform to and maintain working knowledge of the following and all amendments thereto:

- *Access to Information Act:*  
<http://laws-lois.justice.gc.ca/eng/acts/A-1/index.html>
- *Privacy Act:*  
<http://laws-lois.justice.gc.ca/eng/acts/P-21/index.html>
- *Indian Residential School Settlement Agreement - Official Court Website*  
<http://www.residentialschoolsettlement.ca/>

## **SW5.0 BUSINESS AND TECHNICAL ENVIRONMENT**

### **5.1 Business Environment**

- 5.1.1 DIAND's regular working hours are Monday to Friday, 8 a.m. to 4 p.m.
- 5.1.2 The Contractor is expected to be capable of providing Research Services within DIAND's regular operating hours when required for on-site projects. When on-site work is not required, resources can determine their own work schedule to meet assigned deadlines.

### **5.2 Technical Environment**

- 5.2.1 It is the responsibility of the Contractor to ensure that all deliverables and services provided are in conformance with DIAND's standard Microsoft Office 2007 operating software.
- 5.2.2 The Contractor shall supply the computer hardware and software described above.
- 5.2.3 The Contractor may be required to adapt the output of its work to ensure compatibility with the technology within DIAND; and to ensure that its resources are properly trained and equipped to work with DIAND's technology.

## **SW6.0 DESCRIPTION AND SCOPE OF WORK**

- 6.1 The Objective of Indian Residential Schools Research Services is to conduct primary and secondary source historical research in support of DIAND's obligations under the IRSSA and DIAND's mandate to address and resolve issues arising from the legacy of Indian Residential Schools. This may include planning research activities and tasks, reviewing and analyzing historical documents and information, identifying and extracting relevant data, and writing summary reports, required to ensure that a clear, complete, objective and factual situation is presented for the application, claim, or request.
- 6.2 The Contractor shall provide Research Services to DIAND, on an "as and when required basis" and as described in a Call-up document issued by DIAND. All Research Services must be performed in accordance with the terms of the SOA, with DIAND standards, protocols, templates, and guidelines, and to the satisfaction of the DIAND Project Authority or designate. Depending upon the requirements of each work assignment, Research Services under any resulting contract may include, but are not limited to, the following:
  - 6.2.1 Reviewing statements of claims, applications or requests under the IRSSA, including the Independent Assessment Process (IAP), Common Experience Payment (CEP), ATIP requests, court proceedings and other information sources in order to extract salient information concerning former students, other persons

- of interest, the history of IRS, or other projects for which research must be conducted;
- 6.2.2 Preparing research plans based on the scope and objective provided by the DIAND Project Authority or designate;
- 6.2.3 Reviewing primary and secondary source documents or other information sources, related to the history of Indian residential schools (IRS) and Aboriginal affairs, government policy regarding IRS, or other related projects;
- 6.2.4 Conducting research, extracting and analyzing relevant data, writing reports and/or updating existing reports or other products on the histories of schools, former IRS students, staff, other relevant individuals, or other related subjects in accordance with the requirements and/or templates provided by the DIAND Project Authority or designate;
- 6.2.5 Performing redaction and severing of documents (removing information pertaining to other persons from documents so as to enable the distribution of the document) for school histories and for research on former students, staff, and other relevant individuals, in accordance with ATIP legislation and policy decisions;
- 6.2.6 Verifying draft research products, reports, and/or document collections, for accuracy and completeness or adherence to DIAND standards and templates for research methodology, format, and content;
- 6.2.7 Translating, or providing draft translated summaries of historical documents or reports, from one official language to the other;
- 6.2.8 Reviewing primary and secondary source documents, extracting relevant data and entering the information into departmental research databases, in accordance with the scope, protocols, and or instructions provided by the DIAND Project Authority or designate;
- 6.2.9 Photocopying and/or printing historical documents or printing documents from microfiche and/or microfilm using a microfiche and/or microfilm reader;
- 6.2.10 Organizing, collating, labeling documents and ensuring copies are accurate (i.e. the integrity of the documents is maintained), legible, and in the proper order as determined by DIAND (e.g. chronological, alphabetical, or numerical);
- 6.2.11 Providing oversight or training to less experienced resources as directed and approved by the DIAND Project Authority or designate
- 6.2.12 Participating in project orientation activities, training, or attending meetings as required by DIAND;
- 6.2.13 Performing other related Research Services as required.

## **SW7.0 DELIVERABLES**

- 7.1 A Deliverable is defined as a tangible, measurable output of the work related to the SOA, which must be delivered by the Contractor, to the DIAND Project Authority or designate. All Deliverables must be completed in accordance with the terms of the SOA, with DIAND standards, protocols, templates, and guidelines, and to the satisfaction of the DIAND Project Authority or designate.
- 7.2 The Contractor shall submit to the DIAND Project Authority or designate all deliverables as specified in each Call-up. The scope of work attached to each Call-up document shall identify the particular deliverable(s), tasks, timing and other relevant areas of consideration that are required to be implemented by the Contractor.
- 7.3 Specific deliverables and service requirements may include, but are not limited to, any combination of the following:

- 7.3.1 Draft Research Plans (including parameters, level of effort and time-lines);
  - 7.3.2 Research reports, memoranda, or notes on students, staff, other persons of interest, histories of schools, or other projects in accordance with the requirements and/or templates provided by the DIAND Project Authority or designate;
  - 7.3.3 Lists or indexed compilations of documents for which relevant information has been summarized and updated in departmental databases;
  - 7.3.4 Documents identified and retrieved from DIAND collections or other research repositories, which have been legibly and accurately copied, organized, labeled and otherwise processed;
  - 7.3.5 Translations of historical documents, research reports, or other research products;
  - 7.3.6 Redacted or severed document collections and/or a summary of recommendations for the application of ATIP legislation, policy decisions, and DIAND protocols;
  - 7.3.7 Recommendations for updates following the verification of draft research reports, and/or document collections, and/or updated versions with recommended changes or edits applied;
  - 7.3.8 Advice or recommendations to DIAND Project Authority or designate, related to research project methodology, activities, or deliverables;
  - 7.3.9 Work or project status reports;
  - 7.3.10 Other Research Services deliverables as required.
- 7.4 In meeting its obligations under this SOA and any resulting Call-up(s), the Contractor shall ensure that all deliverables submitted and services rendered are in conformity with the instructions issued by the DIAND Project Authority or designate, as specified in the Call-up, and in accordance with the Approach and Methodology (refer to SW10), and Performance Standards (refer to SW11) as described below.
- 7.5 Payment will be made upon receipt of a monthly invoice, following the month(s) in which the Contractor has rendered the services, as accepted by the DIAND Project Authority. DIAND reserves the right to verify completion of any/all requests prior to authorizing payment.

**SW8.0 CONTRACTOR RESOURCE REQUIREMENTS AND MINIMUM QUALIFICATIONS**

- 8.1 All resources must meet the stated minimum qualifications in order to deliver services to DIAND in accordance with the SOA.
- 8.2 It is expected that the listing of services and deliverables within each Call-up may be minimally adapted or customized by DIAND (if necessary) to address the specific needs of individual projects/requirements. However, at all times the services and deliverables within any given Call-up shall be in accordance with the scope of typical services and deliverables as defined in Section SW 7.0 – Description and Scope of Work and SW 8.0 - Deliverables.

### 8.3 Resource Qualifications

The following table defines the minimum education and work experience qualifications for the provision of Research Services to DIAND:

**Table 8-1 Minimum Qualifications of the Statement of Work**

<b>Minimum Resource Qualifications for Research Services</b>
<ul style="list-style-type: none"><li>▪ <b>MA1</b> Minimum of three (3) years work experience within the last ten (10) years conducting research in the social sciences (in a relevant discipline, including, but not limited to, history, native studies, political science, anthropology, or sociology) or law within a government institution or private organization;</li></ul> <p><b>AND</b></p> <ul style="list-style-type: none"><li>▪ <b>MA2</b> Minimum of an undergraduate degree in the humanities or social sciences (in a relevant discipline, including, but not limited to, history, native studies, political science, anthropology, or sociology) or law.</li></ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"><li>▪ <b>MB1</b> Minimum of four (4) years work experience within the last ten (10) years conducting research in the social sciences (in a relevant discipline, including, but not limited to, history, native studies, political science, anthropology, or sociology) or law within a government institution or private organization;;</li></ul> <p><b>AND</b></p> <ul style="list-style-type: none"><li>▪ <b>MB2</b> Minimum of two (2) years post-secondary education in the humanities or social sciences (in a relevant discipline, including, but not limited to, history, native studies, political science, anthropology, or sociology) or law.</li></ul>

8.4 Experience gained during formal education shall not be considered work experience. All requirements for work experience must have been obtained in a professional work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

8.5 Additional resources to those named in the Contractor's proposal as accepted by DIAND may be evaluated and qualified by DIAND at the time of Call-up on the basis of the requirements defined within the section entitled Minimum Resource Qualifications for Research Services (see Table 8-1 above).

### **SW9.0 APPROACH AND METHODOLOGY**

9.1 The management by the Contractor of service delivery to DIAND in relation to the provision of Research Services for this SOA shall be undertaken in accordance with all applicable Acts, Codes, Agency and/or federal government regulations, policies and procedures.

9.2 The Contractor shall ensure that all resources deployed in the provision of services under a Call-up against the SOA are properly trained and qualified to fulfill their responsibilities. In addition, the Contractor shall ensure that all of its deployed resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.

9.3 In the provision of Research Services, in accordance with the Contractor's Proposal, as accepted by DIAND, the Contractor shall utilize industry accepted methodologies and

approaches, within each of the following areas:

- 9.3.1 Research, writing and analysis;
  - 9.3.2 Project management and control;
  - 9.3.3 Quality and compliance assurance;
  - 9.3.4 Interview, survey and data collection;
  - 9.3.5 Communication and reporting methodology; and
  - 9.3.6 Work planning and management methodology.
- 9.4 In addition to, but not withstanding the above, the Contractor shall employ all standards, techniques, methods and approaches required to fulfill the requirements of this SOW in compliance with SW10 Performance Standards and Quality Assurance.

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

- 10.1 All reports, deliverables, documentation and services rendered under any Call-up are subject to the inspection and approval of the DIAND Project Authority or a designated representative, for compliance with the requirements of the Call-up and the terms and conditions of the SOA.
- 10.2 All reports, deliverables, and documentation submitted by the Contractor shall conform to DIAND research and documentation standards, and shall be submitted in accordance with DIAND templates, guidelines, and protocols.
- 10.3 All reports, deliverables, and documentation shall be reviewed by the Contractor or the relevant deployed resource, prior to submission to DIAND, to ensure they are accurate, complete, and free from error.
- 10.4 The Contractor shall ensure that all reports, deliverables, and services rendered are completed in accordance with the Work Performance Standards identified in the SOA (See Table 10-1 below), in any resulting Call-up, or as provided by the DIAND Project Authority or designate, at the time of the project's assignment.

**Table 10-1 Performance Standards**

<b>IRS Settlement Agreement Component or Work-Stream</b>	<b>Service and/or Deliverable</b>	<b>Performance Standard</b>
Common Experience Payment (CEP)	Validation Research: Initial Application - Stage 2A	Minimum 5 per day
	Validation Research: Initial Application - Stage 2B	Minimum 2 per day
	Validation Research: Stage Amendment	Minimum 2 per day
	Validation Research: Stage Reconsideration	Minimum 2 per day
	Validation Research: Stage National Administration Committee (NAC) Appeal, complete research and summary	Minimum 0.5 per day
Independent Assessment Process (IAP)	Student Collection: Conduct research and write report (Claimant or Student Person of Interest)	Minimum 1 per day
	Staff Collection: Conduct research and write report	Minimum 0.5 per day
	Student Collection: Verification or Quality Control of previously completed research and report (Claimant and Student Person of Interest)	Minimum 2.5 per day
	Staff Collection: Verification or Quality Control of previously completed research and report	Minimum 2 per day
	School Narrative Collection: Develop research plan, conduct research, write report	Provided by DIAND at time of project assignment, case-by-case basis
	School Narrative Collection (Update): Conduct additional research and update content of previously completed Narrative report and collection	Provided by DIAND at time of project assignment, case-by-case basis
	Ad-hoc IAP Requests	Provided by DIAND at time of project assignment, case-by-case basis
	Student Collection: Perform redaction of documents, report, and appendices	Minimum 90 pages per day
	Staff Collection: Perform redaction of documents, report, and appendices	Minimum 75 pages per day
	Other Collection: : Perform redaction of documents, report, and appendices (example School Narrative, Ad-hoc requests)	Minimum 100 pages per day
	Student Collection: Verification or Quality Control of previously redacted documents, report, and appendices	Minimum 90 pages per day
	Staff Collection: Verification or Quality Control of previously redacted documents, report, and appendices	Minimum 75 pages per day
	Other Collection: : Verification or Quality Control of previously redacted documents, report, and appendices (example School Narrative, Ad-hoc requests)	Minimum 100 pages per day
Truth and Reconciliation Commission (TRC)	Conduct file review research, identify relevant records	Minimum 15 files per day

Document Disclosure	Perform data entry of records into CT Summation National database (12-13 fields)	Minimum 60 records per day
	Perform data entry of records into CT Summation TRC Import database (6 fields)	Minimum 200 records per day
Requests to add institutions to the Settlement Agreement (Article 12 Schools List)	Original Request: Conduct research and write Memorandum - Screened Out Requests	Minimum 0.5 per day
	Original Request: Conduct research and write Memorandum - Full Requests	Minimum 0.25 per day
Litigation and Court Requirements	Conduct research and write report	Provided by DIAND at time of project assignment, case-by-case basis
Formal Access to Information and Privacy Act Requests (ATIP)	Access to Information (ATIP) Request: Conduct research and write summary memorandum	Minimum 1 per day
	Privacy Act Request: Conduct research and write summary Memorandum	Minimum 2 per day
Informal Requests for Information	Conduct research and write summary	Minimum 2 per day

- 10.5 Should any of the Contractor's services or deliverables not be to the satisfaction of the DIAND Project Authority, the DIAND Project Authority shall have the right to reject it or require correction before payment will be authorized to the Contractor by DIAND.
- 10.6 DIAND reserves the right to require the Contractor to undertake resource replacements should Contractor resource(s) not meet (in DIAND's exclusive opinion) the Department's expectations regarding knowledge, experience, abilities, or the satisfactory performance of work required under the Call-up.
- 10.7 In the event that the Contractor fails to comply with the conditions of a Call-up, as identified in the DIAND Project Authority's review of the Contractor's work, DIAND reserves the right to terminate the Call-up and may award a Call-up to another qualified Contractor in order to complete the work.

## **SW11.0REPORTING AND COMMUNICATION**

### **11.1 Reporting Requirements**

- 11.1.1 Reporting requirements will be stipulated within the Call-up Document issued to the Contractor, and may include (but are not limited to) periodic time sheets, outcomes or results reports, and progress reports related to the delivery of specific services or completion of assigned tasks;

### **11.2 Communication Requirements**

- 11.2.1 In addition to the timely submission of all deliverables and fulfillment of obligations specified within each Call-up, it is the responsibility of the Contractor to facilitate and maintain regular communication with the DIAND Project Authority or designated representative.
- 11.2.2 Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation and results of work, to ensure that the work is progressing well and in accordance with expectations. Communication may include (but is not limited to) phone calls, electronic mail, faxes, mailings and meetings.



- 11.2.3 In addition, the Contractor is to immediately notify DIAND of any issues, problems, or areas of concern in relation to any work completed under the SOA, as they arise.

## **SW12.0 RISKS AND CONSTRAINTS**

### **12.1 Identified Risks**

- 12.1.1 DIAND envisages that due to the nature of the work to be performed, the following risks must be recognized and controlled through a risk mitigation strategy:
- 12.1.2 The Contractor's resources may be requested to travel to Northern or remote locations;
- 12.1.3 The Contractor's resources may encounter potential for Conflict of Interest. Any such Conflicts shall be declared to the DIAND Project Authority as soon as the Contractor is aware of the potential for Conflict of Interest in relation to work to be completed under this SOA;
- 12.1.4 The deadlines and volume of work may result in simultaneous research requests, requiring multiple resources or a sustained effort on the part of the Contractor to meet the expected demand.
- 12.1.5 As the work completed by qualified Contractors under the SOAs for Research Services will directly support DIAND's obligations under the Indian Residential Schools Settlement Agreement, the completeness and accuracy of the Contractor's work is of utmost importance.

### **12.2 Constraints**

- 12.2.1 The material generated by the Contractor may be subject to Solicitor/Client privilege and shall therefore be handled appropriately as per the instructions of the DIAND Project Authority.
- 12.2.2 The Contractor shall not contact applicants, claimants, their legal counsel or researchers unless such contact is first approved by the DIAND Project Authority.

## **SW13.0 CONTRACTOR RESPONSIBILITIES**

- 13.1 In fulfilling the terms and conditions of the SOA and any resulting Call-up, the Contractor shall:
  - 13.1.1 Be in possession of all the required software and tools required to complete the work, as outlined in each Call-up document;
  - 13.1.2 Be capable of commencing work within three (3) days following receipt of a Call-up;
  - 13.1.3 Be available for the completion of the entire Call-up after accepting the Call-up offer;
  - 13.1.4 Provide a mutually agreed-upon principal contact person / project manager for each Call-up;
  - 13.1.5 Provide the resources named in the Call-up to perform the work, or, provide replacement resources at the same cost who shall be of similar or greater ability and attainment and whom shall be acceptable to the DIAND Project Authority;
  - 13.1.6 When requested by the DIAND Project Authority for a specific project/Call-up under consideration, provide a work plan, schedule and an estimate of all costs/prices, prior to the commencement of any work;
  - 13.1.7 Be available for face-to-face meetings, as required, to discuss the project(s);

- 13.1.8 Review the research findings for completeness and accuracy, and adherence to DIAND standards and protocols;
  - 13.1.9 Ensure the timely delivery of all deliverables as specified under the terms and conditions of each Call-up;
  - 13.1.10 Guarantee the security of materials provided by and to DIAND, including the security of the Contractor's location of work; ensure that no Departmental materials are to be removed from the location of work, and guarantee the compliance of all Contractor resources with this provision; and
  - 13.1.11 Respect the original terms and conditions of the SOA and remain in good standing.
- 13.2 It is the responsibility of the Contractor to, at all times, conduct itself and to ensure the performance of its deployed resources in accordance with the terms and conditions of the SOA in the completion of all work, and in the spirit of the *Values and Ethics Code for the Public Sector*.

#### **SW14.0 GOVERNMENT REPRESENTATIVE AND SUPPORT**

- 14.1 The DIAND Contracting Authority, as defined in SW5.0, Definitions and Applicable Documents, will be named at time of Call-up. The DIAND Contracting Authority will provide the Contractor with any resulting Call-up(s) via email, facsimile, or mail.
- 14.2 The DIAND Project Authority, as defined in SW5.0, Definitions and Applicable Documents, will be named at time of Award.
- 14.3 The Project Authority will provide the Contractor with:
  - 14.3.1 Access to DIAND's facilities and/or the Project Authority and/or DIAND personnel as required for the successful provision of Research Services;
  - 14.3.2 Access to relevant documentation and reference materials to which the Contractor would not otherwise have access;
  - 14.3.3 Comments and revisions on the Contractor's draft deliverable submissions within the time-frame mutually agreed to by the Contractor and the Project Authority;
  - 14.3.4 DIAND research and document templates, guidelines, and protocols, to support the Contractor's compliance with DIAND research and documentation standards; and
  - 14.3.5 Other assistance and support as appropriate.

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

##### **15.1 Location of Work**

- 15.1.1 Unless on-site work at DIAND premises is required by the specific demands of a Call-up, the terms of the SOA are such that the Contractor shall provide its own premises, equipment, software, and tools necessary for the performance of the tasks outlined in the Statement of Work and any subsequent Call-ups.
- 15.1.2 Work will take place primarily at the Contractor's own work facilities. As required by the necessity to access specialized documents or meet with departmental representatives, work may also take place at DIAND's facilities or at other designated locations (such as Library and Archives Canada or other repositories) within the National Capital Region (Ontario/Quebec) or Vancouver Metropolitan Area (British Columbia).
- 15.1.3 In the event that DIAND requires work to be performed on-site at DIAND's facilities, the requirements will be identified in the Call-up document, and the

work will be allocated to a qualified Contractor, based on the proximity of the Contractor's office site or work location(s) to the relevant DIAND facilities in either the National Capital Region or the Vancouver Metropolitan Area.

## **SW16.0GREENING 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**

Financial Evaluation Per diem Rates (\$CAD)						
Category	From SAO Award to September 30, 2016  (A)	From October 1, 2016 to September 30, 2017  (B)	From October 1, 2017 to September 30, 2018  (C)	From October 1, 2018 to September 30, 2019 (Option Period)  (D)	From October 1, 2019 to September 30, 2020 (Option Period)  (E)	Average Per Diem Rates (\$CAD) (F=[A+B+C+D+E]/5)  (F)
Research Services	\$	\$	\$	\$	\$	\$

# ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

 Government of Canada Gouvernement du Canada	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>RECEIVED</b>            MAY 21 2015            CISD         </div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Contract Number / Numéro du contrat</td> <td style="padding: 2px;">1000171848</td> </tr> <tr> <td style="padding: 2px;">Security Classification / Classification de sécurité</td> <td style="padding: 2px;">UNCLASSIFIED</td> </tr> </table>	Contract Number / Numéro du contrat	1000171848	Security Classification / Classification de sécurité	UNCLASSIFIED
Contract Number / Numéro du contrat	1000171848					
Security Classification / Classification de sécurité	UNCLASSIFIED					

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité : \_\_\_\_\_

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel : \_\_\_\_\_  
Document Number / Numéro du document : \_\_\_\_\_

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |                                                                             |                                                                 |                                                     |                                                                  |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |                                                                 |                                                     |                                                                  |

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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



Contract Number / Numéro du contrat  
**10007184A**  
 Security Classification / Classification de sécurité  
**Unclassified**

<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Eric Guimond		Title - Titre Director, National Research & Analysis	
Signature 			
Telephone No. - N° de téléphone (819) 934-3457	Facsimile No. - N° de télécopieur (819) 934-1188	E-mail address - Adresse courriel Eric.Guimond@aadnc-aaadnc.gc.ca	Date 2015-01-19
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Josée Guilbault		Title - Titre Head Personal Security Contractor and Awareness	
Signature 			
E-mail address - Adresse courriel josée.guilbault@ainc.inac.gc.ca		Date 2015-05-21	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) VERONIQUE CAROSE		Title - Titre A/S.e. Procurement Officer	
Signature 			
Telephone No. - N° de téléphone 819-934-2031	Facsimile No. - N° de télécopieur 819-953-7721	E-mail address - Adresse courriel	Date 2015-05-14
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name Paul Lepinski		Signature 	
Title Agent à la Sécurité des contrats   Contract Security Officer Secteur de la Sécurité industrielle   Industrial Security Sector Paul.Lepinski@tpsgc-pwysc.gc.ca Telephone : 613 957-1294		Date 28-MAI-2015	

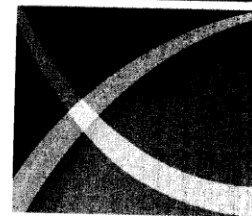


# Aboriginal Affairs and Northern Development Canada

## IT Security Safeguard Requirements

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Contractor Name	RFP
Contract Number	1000171848
Document Number:	4851338
Date:	May 21, 2015
Designation / Classification	Unclassified



Canada

**Overview**

As per the Security Requirement Checklist (SRCL) for contract # **1000169564**, the contractor will access, store and transmit up to **Protected B** data. It is the contractor's responsibility to ensure that this information remains secure at all times by complying with the Treasury Board's Policy on Government Security (PGS), the Treasury Board's Management of Information Technology Security Standard (MITS) and the Aboriginal Affairs and Northern Development Canada's (AANDC) Electronic Storage and Transmission standards listed below.

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

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

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

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

**Electronic Storage of Departmental Data**

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

**Protected "A"**

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

**Protected "B"**

Protected A safeguards listed above plus the following:

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

**Electronic Transmission of Departmental Data**

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

Classification Level	AANDC Approved Transmission Methods	Requirements (PWGSC to verify if contractor meets these requirements)
Protected A	Email	<ul style="list-style-type: none"> <li>Each user has their own corporate e-mail account which is protected with a username and password.</li> <li>The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc)</li> </ul>
	Fax	<p>Contractor can transmit Protected A Data to AANDC via fax so long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>The sending fax machines is located on the contractor's premises</li> <li>The sender contacts the recipient to confirm fax number and advise recipient of incoming fax</li> <li>Recipient is present at the fax machine ready to receive fax</li> <li>Sender obtains confirmation from sender of receipt</li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing AANDC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>The administrator user name and password must be changed from their default values.</li> <li>The network name (SSID) has been changed from its default value.</li> <li>WPA2 encryption with an AES algorithm enabled.</li> </ul>
Protected B	Entrust Encrypted and Digitally Signed E-mail	<p>In order to transmit Protected B data via e-mail, the data must be encrypted using a GOC PKI certificate and Entrust Software.</p> <ul style="list-style-type: none"> <li>Contractor has a valid GOC PKI Certificate.</li> <li>Entrust Software is installed on the contractor's PC/laptop.</li> <li>E-mail is encrypted with one of the following encryption algorithms: <ul style="list-style-type: none"> <li>CAST5-128 Bit</li> <li>3DES-168 Bit</li> </ul> </li> </ul>

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

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

As stated in the SRCL, the contractor may require remote access to the AANDC network and IT Systems. The remote access is to be configured in the following manners:

- The Contractor will gain remote access to the AANDC network through the Citrix Portal <https://pa-ap.aadnc-aandc.gc.ca> or by a Virtual Private Network (VPN) secured by IPSec using one of the following encryption algorithms:
  - 3DES (168 bit)
  - AES-128
  - AES-192
  - AES-256
- A unique identifier and password is assigned to each user and is used to authenticate the user to the AANDC network.

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

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

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

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

Complete both A and B.

A. Check only one of the following:

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

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

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

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

**OR**

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).