



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

**Bid Receiving:  
Réception de soumission :**

**Heritage Canada (acting as the bid receiving agent on behalf of Indian and Northern Affairs Canada  
15 Eddy Street, 2nd Floor, Mailroom 2F1  
Gatineau, QC  
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 indiqués(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<br><b>INDIAN ACT ELECTRICION APPEAL FIELD INVESTIGAT</b>   |  |
| Solicitation Number - Numéro de l'invitation<br><b>1000173779</b>  |  |
| Date (YYYYMMDD) - Date (AAAAMMJJ)<br><b>2015-11-10</b>   |  |
| Solicitation Closes - L'invitation prend fin<br>At - À<br><b>14:00</b>   | Time Zone - Fuseau horaire<br><br><b>Eastern Standard Time (EST)</b> |
| On (YYYYMMDD) - Le (AAAAMMJJ)<br><b>2015-12-21</b>   |  |
| Standing Offer Authority - L'autorité d'offre à commande   |  |
| Name - Nom<br><b>Céline Viner</b>  |  |
| Telephone Number - Numéro de téléphone<br><b>(819) 994-7304</b>  |  |
| Facsimile Number - Numéro de télécopieur<br><b>(819) 953-7721</b>  |  |
| Email Address - Courriel<br><b>celine.viner@aadnc-aandc.gc.ca</b>  |  |
| Destination(s) of Services - Destination(s) des services<br><b>Canada</b>  |  |
| Security - Sécurité<br><b>THIS REQUEST INCLUDES SECURITY PROVISIONS</b>  |  |
| Instructions:<br>See Herein - Voir aux présentes   |  |
| Delivery Required - Livraison exigée :<br>See Herein - Voir aux présentes  |  |
| Person Authorized to sign on behalf of Vendor<br>Personne autorisée à signer au nom du fournisseur/de l'entrepreneur |  |
| Name - Nom   |  |
| Title - Titre  |  |

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**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 and the Security Requirement Checklist and the Independent Bid Determination Certification required at bid closing.

**1.2 Summary**

The Department of Aboriginal Affairs and Northern Development Canada – Treaties and Aboriginal Government Sector (AANDC-TAG) requires the services of private investigators to collect facts confirm or invalidate allegations made with respect to the electoral appeal process established by the Indian Act. Firms and/or individuals are required to conduct investigative tasks in order to obtain information to substantiate allegations made.

DIANDS intends to award up to six (6) SOAs. The period of the standing offer is from award until March 31, 2018 with two (2) additional one (1) year option periods.

- (a) as per the Integrity Provisions under section 01 of Standard Instructions 2006 and 2007, Offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

- (b) For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants."
- (c) "The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

### **1.3 Security Requirement**

"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."

### **1.4 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.

#### **1.5.1 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).

### **1.6 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>) 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 (2015-07-05) 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:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
3. The offer and any resulting standing offer must be signed by all the members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer."



- i) Section 20 is amended as follows:

Delete: Subsection 2.

### **2.1.1 Manual SACC Clause**

M7035T (2013-07-10) List of Proposed Subcontractors  
 M3020T (2010-01-11) Status and Availability of Resources  
 M3021T (2012-07-16) Education and Experience  
 M3025T (2014-11-27) Former Public Servant – Competitive Requirements  
 M0019T (2007-05-25) Firm Price and/or Rates

### **2.2 Submission of Offers**

**2.2.1** Offers (and any amendments thereto) must be submitted only in hard copy 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.

**2.2.2** 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).

### **2.2.3 Tender Envelope Submissions**

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

- RFSO Number: 1000173779
- Contracting Authority: Céline Viner
- Closing Date:
- Offeror's Name and Address
- "Offer Documents Enclosed"

### **2.3 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.

#### **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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.

#### **2.5 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**

### **3.1 Offer Preparation Instructions**

For offers submitted in hard, 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 (1 hard copy).

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the pricing tables detailed under Part 4.3 Financial Evaluation. 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**

##### **3.1.2 Offeror's Proposed Site(s) or Premises Requiring Safeguarding Measures**

- 3.1.2.1** As indicated in Part 6 under Security Requirements, the Offeror must provide the full address(es) of the Offeror's and proposed individual(s) site(s) or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

- 3.1.2.2** The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

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

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

#### 4.1.3 Submission of Only One Bid from a Bidding Group:

- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, including as part of a joint venture, Canada will set aside all bids received from members of that bidding group.
- ii. 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.

#### 4.1.4 Definitions

The following definitions apply to the Criteria, below:

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

“Should” refers to a desired element. Failure on the part of the Bidder to provide the information requested by “should” within its Proposal or to demonstrate that it meets the element expressed by “should” may result in the Bidder receiving less than full points on any Point-Rated Criteria. Bidders are encouraged to address all elements expressed by “should”.

## 4.2 Technical Evaluation

### 4.2.1 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.

Each proposed resource will be evaluated separately.

| Offeror's Name: |   |                  |                    |      |
|-----------------|---|------------------|--------------------|------|
| Item            | Mandatory Criterion   | Offer Ref. Pg. # | Reserved for DIAND |      |
|                 |   |                  | Pass               | Fail |
| M1              | Each of the proposed resource(s) <b>MUST</b> be in compliance with their provincial licensing statutes and <b>MUST</b> provide a minimum of one (1) valid investigator license.   |                  |                    |      |
| M2              | Each of the proposed resource(s) <b>MUST</b> have at least two (2) years within the last five (5) years of work experience related to private investigations or a related field such as but not limited to: police work, investigations in another capacity such as fiscal and/or financial audit and witness interviews.<br><br>Curriculum vitae for each of the resource(s) proposed resource(s) <b>MUST</b> be provided with the proposal.   |                  |                    |      |
| M3              | Each of the proposed resource(s) <b>MUST</b> have experience providing investigator services and must include three (3) examples of projects done within the last five (5) years.<br><br>For each of the projects, the Bidder <b>MUST</b> provide the following:<br><br>The name of the client organization for whom the work was performed.<br><br>The dollar-value of the contract (to the Bidder).<br><br>The name of the contact information of the Project Authority to whom the Bidder reported with correct and up to date telephone number, fax number and email address. |                  |                    |      |

| Offeror's Name: |   |                  |                    |      |
|-----------------|---|------------------|--------------------|------|
| Item            | Mandatory Criterion   | Offer Ref. Pg. # | Reserved for DIAND |      |
|                 |   |                  | Pass               | Fail |
|                 | <p>The extent to which the private investigation services were provided on time, on budget and in direct response to the established project objective.</p> <p>DIAND reserves the right to contact the named client project authorities to verify the information provided within the projects.</p> |                  |                    |      |

#### 4.2.2 Point Rated Technical Criteria

- a) 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.
- b) Each proposed resource will be evaluated separately.
- c) If more than one resource is proposed under a Firm, up to a maximum of five (5) resources, DIAND will average the successful proposed resources' score.

| Offeror's Name: |  |                  |                          |                |
|-----------------|--|------------------|--------------------------|----------------|
| Item            | Point Rated Technical Criteria   | Offer Ref. Pg. # | Reserved for AANDC       |                |
|                 |  |                  | Maximum available Points | Bidder's Score |
| R1              | <p>The resource(s) proposed by the Bidder demonstrates that he/she has experience, over the minimum requirement of two (2) years in a related field such as but not limited to: police work, investigations in another capacity such as fiscal and/or financial audit and witness interviews. In excess of the two (2) years required.</p> <p>Five (5) points per additional year of experience up to a maximum of six (6) additional years.</p> |                  | 30                       |                |
| R2              | <p>The proposal demonstrates that the resource(s) proposed by the Bidder has experience interviewing people in any setting which requires the elicitation of information and verification of this information.</p>   |                  | 25                       |                |



| Offeror's Name:                             |  |                  |                          |                |
|---|--|------------------|--------------------------|----------------|
| Item  | Point Rated Technical Criteria   | Offer Ref. Pg. # | Reserved for AANDC       |                |
|   |  |                  | Maximum available Points | Bidder's Score |
|   | Five (5) points per year of experience up to a maximum of five (5) years.  |                  |                          |                |
| R3  | The resource(s) proposed by the Bidder demonstrates he/she has experience working with Canadian Aboriginal People.<br><br>Five (5) points per year of experience up to a maximum of five (5) years of experience.  |                  | 25                       |                |
| R4  | <b>Offer Quality</b><br><br>Up to five (5) 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 in the RFP as evidenced by the following:<br><br>a) Three (3) points for ordering/structuring the Offer to match the order and sequence of the Mandatory and Point-Rated evaluation criteria within the RFP<br><br>b) Two (2) points for including tabs between sections of the Offer. |                  | 5                        |                |
| <b>Minimum pass mark of 60% (51 points)</b> |  |                  | /85                      |                |

#### 4.3 Financial Evaluation

- 4.3.1 The Financial Evaluation will be carried out by the Contracting Authority independent of the DIAND Evaluation Committee responsible for rating the Technical Offer. Financial Offers will be evaluated based on the methodology detailed below.
- 4.3.2 All of the information required in this section **MUST** appear in the Bidder's Financial Offer ONLY. The Bidder's Financial Offer **MUST** be submitted in a sealed envelope, separate from the Bidder's Technical Offer. The Bidder's failure to comply with this condition will result in the Bidder's Offer being declared non-compliant and being given no further consideration.
- 4.3.3 Failure on the part of the Bidder to provide the information required within the Financial Offer Table will result in DIAND deeming the Bidder's Offer to be non-compliant, with the Offer being given no further consideration by DIAND.
- 4.3.4 For evaluation purposes, the proposed all-inclusive per diem rates for the initial SOA

period including option years will be averaged to derive to an average per diem rate.

Only one per diem rate for all proposed resources can be provided under Table 2.

The Bidders fixed, all-inclusive *per diem* rates **MUST** be inclusive of all payroll, overhead costs and profits required to complete the work. Note: Fixed rates are not to be quoted as ranges. Rates should not include such things as travel and administrative expenses or GST/HST.

- 4.3.5** Using the applicable Table provided below, Bidders are requested to provide firm per diem rate based on a 7.5 hour day. Individuals submitting a proposal **MUST** complete Table 1 and Firm Bidders submitting a proposal **MUST** Complete Table 2 below.

**Table 1- Individual Bidders**

**Rated proposed for the option years must be equal or greater than rate proposed in the initial contract period.**

| Resource Category            | All-inclusive Per Diem Rate (CDN\$) Upon award until March 31, 2018<br><br>(Initial SOA Period)<br><br>A | All-inclusive Per Diem Rate (CDN\$)<br><br>April 1, 2018 to March 31, 2019<br><br>OPTION YEAR 1<br><br>B | All-inclusive Per Diem Rate (CDN\$)<br><br>April 1, 2019 to March 31, 2020<br><br>OPTION YEAR 2<br><br>C | Average Per Diem Rates<br><br>(A+B+C)/3 |
|------------------------------|--|--|--|---|
| Proposed Investigator's name | \$   | \$   | \$   | \$                                      |

**Table 2 – Firm Bidders**

Firms may add more rows as required. A maximum of 5 resources can be proposed. Only one per diem rate for all proposed resources will be accepted. If more than one per diem rate is provided, all resources will be held to the lowest rate.

**Rated proposed for the option years must be equal or greater than rate proposed in the initial contract period.**

| Resource Category | All-inclusive Per Diem Rate (CDN\$) Upon award until March 31, 2018<br><br>(Initial SOA Period) | All-inclusive Per Diem Rate (CDN\$)<br><br>April 1, 2018 to March 31, 2019<br><br>OPTION | All-inclusive Per Diem Rate (CDN\$)<br><br>April 1, 2019 to March 31, 2020<br><br>OPTION | Average Per Diem Rates |
|-------------------|---|--|--|------------------------|
|-------------------|---|--|--|------------------------|

|                              | A  | YEAR 1<br>B | YEAR 2<br>C | (A+B+C)/3 |
|------------------------------|----|-------------|-------------|-----------|
| Proposed Investigator's name | \$ | \$          | \$          | \$        |

**2. Basis of Selection – Highest combined Technical and Financial**

- 2.1 Standing Offers will be awarded based on a determination of **Best Value** taking into account both the technical merit of the Offers and the Financial Evaluation. Best Value is defined as the **Highest Total Score**.
- 2.2 Only Proposals that have met all Mandatory Requirements, and have achieved or exceeded a pass mark of 60% minimum overall the Point Rated Criteria R-1 to R-4 (for a minimum of **51/85** overall on the Point-Rated Criteria) will be considered. All Proposals will be rated on technical acceptability before the Financial Proposal is considered.
- 2.3 A weighting has been established by DIAND wherein the Bidder's **Technical Score** as derived from the Point-Rated Criteria will be valued at **60%** of the Bidder's Total Score, and the Bidder's **Financial Score** will be valued at **40%** of the total score.

|   |      |                            |
|---|------|----------------------------|
| $\frac{\text{Bidder's Technical Score}}{\text{Total Available Points}}$             | x 60 | = Prorated Technical Score |
| $\frac{\text{Lowest Average Per Diem Rate}}{\text{Bidder's Average Per Diem Rate}}$ | x 40 | = Financial Score          |
| <b>Total Score</b>  |      | = /100                     |

- 2.4 Offerors will be ranked in order from highest to lowest Total Score.
- 2.5 In the event that more than one (1) Proposal receives the same total Score, the Proposal with the lower price will be considered to represent Best Value.
- 2.6 DIANDS intends to award up to six (6) SOA(s) as a result of this solicitation to the Bidder(s) representing Best Value, as determined in accordance with the Selection and Evaluation Criteria of this RFP. **Best Value shall be defined as the highest Total Score(s)**. Bidders will be ranked in order from the highest to the lowest total score.
- 2.7 DIAND reserves the right to refuse any and all Proposals received in response to this RFSO, without incurring any obligation to any Bidder having responded. DIAND reserves the right to award Standing Offer Agreements to the compliant Bidders that best meet DIAND requirements, as described above, without incurring any obligation to any other Bidders having responded to this RFP.

## **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.

### **5.1 Certifications Required Precedent to Issuance of a Standing Offer and Certifications Required with the Offer**

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

##### **5.1.1.1 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.

##### **5.1.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

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

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

##### **5.1.1.3 Status and Availability of Resources**

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

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

**5.1.1.4 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.

**5.1.1.5 Certifications Required with the Offer**

Certificate of Independent Bid Determination attached hereto as Annex D.

## PART 6 - SECURITY REQUIREMENTS

### 6.1 SECURITY REQUIREMENTS – INSTRUCTIONS TO BIDDERS Designated Information/Reliability Status

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Standing Offer Agreement requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.
2. Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
3. The Contractor and their personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization's premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.
5. The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List (attached hereto as Annex C); and
  - b. Policy Government Security (Latest Edition)
6. ***For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:***  
In order to demonstrate compliance with this requirement, and , for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder=s proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:
  - a. Name of Company, Address and Phone Number;
  - b. Company Security Officer Name and Telephone Number;
  - c. Security Screening or Clearance Certificate Number;
  - d. Level of GoC Security Screening or Clearance;
  - e. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
  - f. Effective Date of Screening or Clearance.

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

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

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

This procedure is in accordance with the Departmental and *Policy on Government Security* (TBS July. 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Reliability Status** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. AANDC respects the privacy of Canadians, the information on this form is required for the purpose of providing security screening assessments. It is collected under the authority of the Policy Government Security and is protected by the provisions of the Privacy Act in institutions which are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to perform the contract work that is associated with this Personnel Screening Request. Failure on the part of the Bidder's resources to comply with these requirements will result in those resources being deemed non-compliant, with no further consideration given. Non-compliant resources will be deemed ineligible to complete any work associated with this contract.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **2. Security Requirement**

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

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 1000173831**

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 at the level of PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. Processing of PROTECTED material electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex \_\_\_\_\_;
  - (b) Industrial Security Manual (Latest Edition)

#### **7.2.1 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: (to be identified at SOA award)  
Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

7.2.2 The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Offeror and individual(s) hold a valid security clearance at the required level.

#### **7.3 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>) issued by Public Works and Government Services Canada.

### 7.3.1 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".

## 7.4. Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer will be from the date of the award of the Standing Offer Agreement award until March 31, 2018.

### 7.4.2 Extension of Standing Offer

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

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority is:

Céline Viner  
Senior Procurement Officer  
Department of Indian Affairs and Northern Development  
Directorate: Materiel and Assets Management Directorate  
10 Wellington Street, 13<sup>th</sup> Floor  
Telephone: 819-994-7304  
Facsimile: 819-953-7721  
E-mail address: celine.viner@aadnc-aandc.gc.ca

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

### **7.5.2 Departmental Authority (to be identified at SOA Award)**

The Departmental Authority is:

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.

### **7.5.3 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.

#### **7.5.4 Offeror's Representative (to be identified at SOA Award)**

#### **7.6 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.

#### **7.7 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.

#### **7.8 Number of Standing Offers**

A maximum of up to six (6) Standing Offer Agreements will be issued.

#### **7.9 Call-up Allocation and Procedures**

##### **7.9.1 Call-up Allocation**

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

##### **7.9.2 Call-up Procedures**

**7.9.2.1** Offerors will be contacted directly as described in 7.9.1.1 above.

**7.9.2.2.** The Standing Offer Authority or the Project Authority (as applicable) 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.

**7.9.2.3** The Offeror will prepare and submit a proposal for the Work as required by the Standing Offer Authority or the Project Authority (as applicable). The proposal shall include a cost quotation established by utilizing the applicable rates as shown in the Basis of Payment, Annex "B", a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details. The proposal must be submitted to the Standing Offer Authority or the Project Authority (as applicable) within three (3) business days of receiving the request.

**7.9.2.4** Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.9.2.3 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority or the Project Authority (as applicable) will send the request to the next best suited Offeror (requirements valued at \$25,000 - applicable taxes included). 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.

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

**7.9.2.6** Upon acceptance by the Project Authority of the Offerors proposal for the services, the Offeror will be authorized by the Standing Offer Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.

**7.9.2.7** The Offeror must 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.

#### **7.10 Call-up Instrument**

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

#### **7.11 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed **\$25,000.00** (travel and direct expenses and applicable taxes included).

#### **7.12 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 SOA award** (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

#### **7.13. 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) Annex A, Statement of Work;
- e) Annex B, Basis of Payment ;
- f) Annex C, Security Requirements Check List ;
- g) the Offeror's offer dated \_\_\_\_\_ (to be identified at SOA Award)

#### **7.14 Certifications**

#### **7.14.1 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.

#### **7.15 SACC Manual Clauses**

M3020C (2011-05-16) Status and Availability of Resources

#### **7.16 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.

### 7.1 Statement of Work

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

### 7.2 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>.

#### 7.2.1 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, deliverable/description of the Work and financial code(s)".
- e) Insert:

#### **7.2.1.1 2010B 35 (2015-04-01) 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.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

### **7.4 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.

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

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

#### **7.5.2 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.

#### **7.5.3 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.

#### **7.5.4 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.

#### **7.5.5 Method of Payment**

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

##### **7.5.5.1 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the call-up if:

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

**OR**

##### **7.5.5.2 Monthly Payment**

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 call-up if:

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



### **7.5.6 Travel and Living Expenses**

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

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

All payments are subject to government audit.

Estimated Cost: \$ (To be identified at SOA award).

### **7.5.7 Travel Time**

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

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

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

### **7.5.8 Other Direct Expenses**

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

Estimated Cost: \$ (To be identified at SOA award).

### **7.5.9 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>) and to provide its account information upon request.

## **7.6 Invoicing Instructions**

**7.6.1** The Contractor must distribute the invoices and reports as follows:

One (1) copy of the invoices and reports must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **7.7 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.

#### **7.8 Official Languages**

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

#### **7.9 Joint Venture**

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

[List Joint Venture members]

**7.9.2** \_\_\_\_\_ 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;

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

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

**7.9.5** 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

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

#### **7.10 T1204 - Information Reporting By Contractor**

**7.10.1** 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.

**7.10.2** To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

#### **7.11 SACC Manual Clauses**

##### **D5328C (2014-06-26) Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance

with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

**A9014C (2006-06-16) Specific Person(s)**

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_ (insert name(s) of person(s) at SOA award.

**ANNEX "A"  
STATEMENT OF WORK**

**SW1 TITLE**

Indian Act Election Appeal Field Investigations

**SW2 OBJECTIVE**

The Department of Aboriginal Affairs and Northern Development Canada – Treaties and Aboriginal Government Sector (AANDC-TAG) requires the services of private investigators to collect facts confirm or invalidate allegations made with respect to the electoral appeal process established by the Indian Act. Firms and/or individuals are required to conduct investigative tasks in order to obtain information to substantiate allegations made as described below.

**SW3 BACKGROUND**

Governance, Policy and Implementation Directorate, within Treaties and Aboriginal Government Sector, is responsible for the application of sections 74 to 79 of the Indian Act.

In light of this mandate, Aboriginal and Northern Affairs Canada has a legal obligation to receive and process all appeals regarding elections held under the election provisions in the Indian Act.

Each year, an average of 125 First Nations (Indian bands) hold elections according to the procedures proscribed in the Indian Act. Of these an average of one third (approximately 40) are appealed as allowed under the Act and the accompanying regulations.

In a majority of cases, these appeals can be determined based on materials obtained through the initial information-gathering steps under the current legislative regime. However, where the information gathered is insufficient to draw conclusions, the Minister may, under section 13(1) of the Indian Band Election Regulations, engage a private investigator to obtain the necessary information to make an informed decision on allegations brought up in the appeal.

While estimates of cases requiring private investigator work will depend on the number of valid appeals received on an annual basis, a current estimate indicates that the Treaties and Aboriginal Government Sector, on behalf of the Minister may require between 5 and 10 private investigators nationally per year.

Although it is not possible to directly correlate the number of valid appeals to the different regions across Canada, below is the number of Indian bands per region, that hold their elections under the Indian Act. All these Indian bands will go to the polls at least once every two years. Every election has a potential for an appeal and each appeal can, in turn, necessitate a field investigation process.

| <b>Region</b>                            | <b>Number of Indian Bands</b> |
|--|-------------------------------|
| British Columbia                         | 72                            |
| Alberta and North (NWT, Yukon & Nunavut) | 8                             |
| Saskatchewan                             | 25                            |
| Manitoba                                 | 35                            |
| Ontario and Quebec                       | 68                            |
| Atlantic (PEI, NS, NB and NFLD)          | 24                            |
|  | <b>Total 232</b>              |

**ANNEX "A"**  
**STATEMENT OF WORK**

**SW4 TASKS AND ACTIVITIES**

The tasks and activities to be performed by the Contractor in support of AANDC-TAG requirements are as follows:

- 4.1 Obtain, from interviews or meetings, pertinent information with respect to allegations made in the context of election appeals lodged with the Department;
- 4.2 Conduct investigations, reconcile facts and scrutinize materials obtained from the Department or from other reliable and acceptable sources;
- 4.3 Write reports in which all election appeal allegations are closely reviewed and assessed. In doing so, the Contractor, brings the necessary information for the Minister to make a decision on an election appeal.

**SW5 DELIVERABLES**

The main deliverables of this assignment include, but are not limited to, the following:

- 5.1 Inform AANDC-TAG by e-mail (or by any acceptable means) within a reasonable timeframe of the selected investigation approach;
- 5.2 Provision of services as set out in the above paragraphs 4.1, 4.2, and 4.3;
- 5.3 Submit a detailed written report of all the investigation process, including all proven allegations and facts within 10 days of the end of the interview phase;
- 5.4 Submit a written report, including all original notes, of all attempts, successful or not, to contact persons mentioned in the election appeal file (including date, time and coordinates of the said person);
- 5.5 Complete for all witnesses interviewed a Credibility Assessment Evaluation on the form prescribed by the Department.
- 5.6 Deposit all documents obtained in the course of the investigation process with AANDC-TAG, including the witness waiver form, and return all documents provided to the Contractor by AANDC-TAG to assist the Contractor in completing the contract;
- 5.7 If further investigation is required in a file completed by the contractor, the contractor will be asked to complete the requested further work and prepare a supplementary report.
- 5.8 The contractor may be required to provide by phone or by email additional details or answering clarification questions following the submission of the report (at no extra cost, up to a maximum of 4 hours of work).
- 5.9 If the address or E-Mail of the Contractor changes at any time over the term of the Standing Offer Agreement the Contractor must immediately provide AANDC-TAG with the new information.

**ANNEX "A"  
STATEMENT OF WORK**

**SW6 CONSTRAINTS**

- 6.1 The work under the resulting SOA must be completed within strict timelines.
- 6.2 The Contractor may be required to conduct work outside of normal operating hours in order to meet deadlines.

**SW7 DEPARTMENTAL SUPPORT**

- 7.1 As required for completion of work under the SOA and any resultant call-up(s), DIAND-TAG will provide direct departmental contact reachable by phone or by email.
- 7.2 Pertinent investigation documentation will be provided to the Contractor for the conduct of the investigation.
- 7.2 No office space or facilities will be provided.

**SW8 LOCATION OF WORK AND TRAVEL**

The location of work will be specified in any resulting call-up. The proposed resources may be required to travel in any of the following designated regions to various First Nation communities:

British Columbia  
Alberta and the North (Northwest Territories, Yukon & Nunavut)  
Saskatchewan  
Manitoba  
Ontario  
Quebec  
Atlantic (Prince Edward Island, Nova Scotia, New Brunswick and Newfoundland)

**SW9 LANGUAGE REQUIREMENT**

The language of communications with DIAND-TAG is in English, except for the Quebec region where the language of communication may also be in French. The Proposed Resource must be able to work, communicate effectively and efficiently in English (reading, oral and in writing) in all regions excluding Quebec where the proposed resource must be able to work, communicate effectively and efficiently (reading, oral and in writing) in both English and French.

**SW10 RESOURCE ADDITION**

AANDC reserves the right, at its sole discretion, to perform a refreshment of the SOAs at option Year 1 and 2 of the SOA.

The opportunity to name additional qualified resources to the SOAs will be distributed by DIAND in writing to all SOA holders. Qualified Contractors will have the opportunity to submit a maximum of three (3) names and CVs of new resources capable of providing service to AANDC on an as-and-when-required basis.

AANDC will evaluate the CVs of each of the resources named by the Contractor on the basis of the mandatory criterion set out in the RFSO.

The Contractor's rates provided for any additional qualified named resources shall be in accordance with the provisions of the SOA, and shall not exceed the Contractor's all-inclusive

## ANNEX "A" STATEMENT OF WORK

firm per diem rate for its resources under its SOA. Failure to comply with this condition will result in AANDC's rejection of any qualified named resource named at a higher rate.

### SW10 GREENING GOVERNMENT OPERATIONS

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

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

In accordance with the *Policy on Green Procurement* and Federal Sustainable Development Strategy, for this requirement:

#### General

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

#### Travel

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

**ANNEX "A"**  
**STATEMENT OF WORK**

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).



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

1. All fixed, all-inclusive per diem rate must include all payroll, overhead costs and profits to complete the work. The Contractor will be reimbursed in accordance with the quoted per diem rate for all work conducted, and will not be paid an overtime rate for any work under any resultant call-up(s). Rates should not include such things as travel and administrative expenses or GST/HST.

In consideration of the Contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid an all-inclusive per diem rates as indicated below:

**Table 1- Individual Bidders**

|                            | <b>All-inclusive Per Diem Rate (CDN\$)<br/>Upon award until March 31, 2018</b> | <b>All-inclusive Per Diem Rate (CDN\$)<br/>OPTION YEAR 1<br/>April 1, 2018 to<br/>March 31, 2019</b> | <b>All-inclusive Per Diem Rate (CDN\$)<br/>OPTION YEAR 2<br/>April 1, 2019 to<br/>March 31, 2020</b> |
|----------------------------|--|--|--|
| <b>Investigator's name</b> | \$   | \$   | \$   |

**Table 2 – Firm Bidders**

|                            | <b>All-inclusive Per Diem Rate (CDN\$)<br/>Upon award until March 31, 2018</b> | <b>All-inclusive Per Diem Rate (CDN\$)<br/>OPTION YEAR 1<br/>April 1, 2018 to<br/>March 31, 2019</b> | <b>All-inclusive Per Diem Rate (CDN\$)<br/>OPTION YEAR 2<br/>April 1, 2019 to<br/>March 31, 2020</b> |
|----------------------------|--|--|--|
| <b>Investigator's name</b> | \$   | \$   | \$   |

**2. Travel and Living expenses**

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

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

All payments are subject to government audit.

Estimated Cost: \$ (to be identified at SOA award)

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

**3. Travel Time**

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

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

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

**4. Other Direct Expenses**

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

Estimated Cost: \$ (to be identified at SOA award).

**ANNEX "C"**  
**SECURITY REQUIREMENT CHECKLIST**



Government of Canada /  
Gouvernement du Canada

**RECEIVED**  
08 2015

Contract Number / Numéro du contrat  
1000173631

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



## ANNEX "C" SECURITY REQUIREMENT CHECKLIST



Government of Canada / Gouvernement du Canada

|  |
|--|
| Contract Number / Numéro du contrat<br>1000173831                    |
| Security Classification / Classification de sécurité<br>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 FIABILITE | <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'en déposer 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

TDS/SC1 350 103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED



## ANNEX "C" SECURITY REQUIREMENT CHECKLIST



|  |
|--|
| Contract Number / Numéro du contrat<br>1000173831                    |
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |

**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<br>Catégorie  | PROTECTED<br>PROTÉGÉ |   |   | CLASSIFIED<br>CLASSIFIÉ      |        |                           | NATO               |                      |                |   | COMSEC               |   |   |              |        |                           |  |
|--|----------------------|---|---|------------------------------|--------|---------------------------|--------------------|----------------------|----------------|---|----------------------|---|---|--------------|--------|---------------------------|--|
|  | A                    | B | C | CONFIDENTIAL<br>CONFIDENTIEL | SECRET | TOP SECRET<br>TRÈS SECRET | NATO<br>RESTRICTED | NATO<br>CONFIDENTIAL | NATO<br>SECRET | COMSEC<br>TOP SECRET<br>COMSEC<br>TRÈS SECRET | PROTECTED<br>PROTÉGÉ |   |   | CONFIDENTIAL | SECRET | TOP SECRET<br>TRÈS SECRET |  |
|  |                      |   |   |                              |        |                           |                    |                      |                |   | A                    | B | C |              |        |                           |  |
| Information / Assets<br>Renseignements / Biens<br>Production |                      | ✓ |   |                              |        |                           |                    |                      |                |   |                      |   |   |              |        |                           |  |
| IT Media /<br>Support TI<br>IT Les /<br>Lien électronique    |                      |   |   |                              |        |                           |                    |                      |                |   |                      |   |   |              |        |                           |  |

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED



### ANNEX "C" SECURITY REQUIREMENT CHECKLIST

13. Organization Project Authority / Charge de projet de l'organisme  
Name (print) - Nom (en lettres majuscules): **YVES DENONJOURT** Title - Titre: **MANAGER Elections Unit**  
Telephone No. - N° de téléphone: [blank] Facsimile No. - N° de télécopieur: [blank] E-mail address - Adresse courriel: [blank]

14. Organization Security Authority / Autorisation de la sécurité de l'organisme  
Name (print) - Nom (en lettres majuscules): [blank] Title - Titre: [blank]  
Telephone No. - N° de téléphone: [blank] Facsimile No. - N° de télécopieur: [blank] E-mail address - Adresse courriel: [blank]

15. Are there additional restrictions to a Security Code / Sécurité Classification Code(s) attached?  
Y/N:  No  Yes  Out

16. Procurement Officer / Agent d'approvisionnement  
Name (print) - Nom (en lettres majuscules): **Céline Viner** Title - Titre: **Senior Proc. Officer** Signature: *Céline Viner*  
Telephone No. - N° de téléphone: **519-982-7329** Facsimile No. - N° de télécopieur: [blank] E-mail address - Adresse courriel: **Celine.viner@pwgsc.gc.ca** Date: **July 13, 2015**

17. Contracting Security Authority / Autorité contractuelle de sécurité  
Name (print) - Nom (en lettres majuscules): **Anna Kulycke** Title - Titre: [blank] Signature: *Anna Kulycke*

Contract Number / Numéro de contrat: **1000173831**  
Security Classification / Classification de sécurité: [blank]

Contract Security Officer, Contract Security Division  
Anna Kulycka@pwgsc.gc.ca  
Tel/Telex: 613-957-1158 / Fax/Telex: 613-954-4171

*July 13, 2015*  
*[Signature]*  
**July 13, 2015**

**ANNEX D**  
**INDEPENDENT BID DETERMINATION - CERTIFICATION**  
**THIS CERTIFICATION IS REQUIRED WITH THE PROPOSAL**

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

\_\_\_\_\_

Corporate Name of Recipient of this Submission

for:

\_\_\_\_\_

Name and Number of Bid and Project

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

\_\_\_\_\_

Name of Tendering Authority

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

I certify, on behalf of:

\_\_\_\_\_

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

that:

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

**ANNEX D  
INDEPENDENT BID DETERMINATION - CERTIFICATION**

- b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a bid; or
  - d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

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Printed Name and Signature of Authorized Agent of Bidder

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Position Title

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Date