



**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 Indigenous Affairs and Northern Development Canada)**  
15 Eddy Street, 2nd Floor, Mailroom 2F1  
Gatineau, Quebec  
K1A 0M5

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

**Proposal to DIAND:**

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

**Proposition aux MAINC:**

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

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

Name - Nom

Address - Adresse

Telephone Number - Numéro de téléphone

GST/HST Number - Numéro de la TPS/TVH

QST Number - Numéro de la TVQ

Title - Titre <b>Northern Governance Services</b> <b>Set-Aside for Aboriginal Business</b>	
Solicitation Number - Numéro de l'invitation <b>1000186085</b>	
Date (YYYYMMDD) - Date (AAAAMMJJ) <b>2016-08-31</b>	
Solicitation Closes - L'invitation prend fin At - À <b>2:00 pm EDT</b>	Time Zone - Fuseau horaire  <b>Eastern Daylight Time (EDT)</b>
On (YYYYMMDD) - Le (AAAAMMJJ) <b>2016-10-11</b>	
Standing Offer Authority - L'autorité d'offre à commande Name - Nom <b>Vera Olivier</b>	
Telephone Number - Numéro de téléphone <b>(819) 934-6301</b>	
Facsimile Number - Numéro de télécopieur <b>(819) 953-7721</b>	
Email Address - Courriel <b>Vera Olivier</b>	
Destination(s) of Services - Destination(s) des services <b>Gatineau, Quebec</b>	
Security - Sécurité <b>THIS REQUEST INCLUDES SECURITY PROVISIONS</b>	
Instructions: <b>See Herein - Voir aux présentes</b>	
Delivery Required - Livraison exigée : <b>See Herein - Voir aux présentes</b>	
Person Authorized to sign on behalf of Vendor Personne autorisée à signer au nom du fournisseur/de l'entrepreneur Name - Nom	
Title - Titre	



**April 2016 Request for Standing Offers Template (RFSO)**

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**TITLE: Northern Governance Services****PART 1 - GENERAL INFORMATION****1.1 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 and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:   |
|        | 7A includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;   |
|        | 7B includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.   |

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements Check List, Greening Government Operations, and the Federal Contractors Program for Employment Equity – Certification.

**1.2 Summary**

- (i) To provide support to the Northern Governance Branch (NGB), Department of Indian Affairs and Northern Development Canada (DIAND), in the delivery of its mandate to manage, lead and coordinate intergovernmental relations and promote Canada's Northern Governance agenda and strategies, as well as support the political development of the North and its institutions.

Key benefits to be derived include:

- Strengthening the branch leadership and coordination capacity to promote the Northern Governance agenda and strategies;
- Integration and harmonization of governance-related efforts and development of frameworks and processes;
- Support for delivery of major initiatives under the Northern Governance, Devolution, intergovernmental and Inuit Relations portfolios;

- Strategic review of existing approaches, initiatives, and fora to assess performance, including the identification of lessons learned and best practices, and future directions;
  - Assessment of capacity risks, resource orientation and dedication, and formulation action plans; and
  - Enhanced understanding of underlying trends and constraints, as well as opportunities to leverage third party governance initiatives.
  - For the Northern Governance Branch of the Northern Affairs Organization.
- (ii) the period of the standing offer is from upon standing offer award to June 30, 2019 plus two (2) additional one (1) year option period;
- (iii) 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.
- (iv) 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.
- (v) This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4 of the *Supply Manual*."

### 1.3 Security Requirement

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Requirement, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the Industrial Security Program (ISP) 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 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 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.

### 1.7 Electronic Payment

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Bidders/Offerors' financial institution of choice.

If not registered for direct deposit payments, by entering into this procurement process, the Bidder/Offeror agrees to provide the information required to establish direct deposit by registering with the Department of Indian Affairs and Northern Development Electronic Payment Request form (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>) at contract award, and submit the form to the address provided.

## 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 (2016-04-04) 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.

## **2.2 Submission of Offers**

**2.2.1** Offers (and any amendments thereto) must be submitted only in hard copy or soft copy format (excluding e-mail) to the Department of Indigenous Affairs and Northern Development (DIAND) Bid Receiving Address by the date and time 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 measure 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**

#### Tender Envelopes Containing Hard Copy Submissions

When submitting offers in hard copy format, Offerors must clearly identify on the envelope containing their offer, the following:

- RFSO Number: 1000185086 - *Northern Governance Services – Set-Aside for Aboriginal Business*
- Standing Offer Authority: Vera Olivier
- Closing Date: October 11, 2016
- 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 seven (7) 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**

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 copies)

Section III: Certifications ( 1 hard copies)

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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 4.5. Financial Evaluation and Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

##### **3.1.1 Payment by Credit Card**

Canada requests that Offerors complete one of the following:

- (a) ( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b) ( ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

### Section III: Certifications

Offerors must submit the certifications and additional information 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 of the Offeror's and proposed individual site 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. The objective of Comprehensive Land Claims Agreements (CLCAs) in terms of federal government contracting is to generate socio-economic benefits for the Indigenous people of the CLCAs.

At the time of call-up, the Contractor will be required to submit an Indigenous Benefits Plan (IBP) describing how the Contractor intends to address Indigenous employment, sub-contracting or on-the-job training/skills development. In addition, there will be an requirement to report on the IBP.

The RFSO contains an IBP, requirement where Bidders are required to describe how meaningful and lasting benefits will be achieved for the indigenous business/people of CLCA area(s).

- 4.1.1 The IBP may include, but is not limited to, each of elements described in this Article.

#### 4.1.1.1 Human Resources Plan

The IBP may include a Human Resources Plan which describes how the Contractor intends to address Indigenous labour and must describe how the employment of Indigenous people will be enhanced.

The Human Resources Plan may include:

- a) Descriptions of the positions intended to be filled by Indigenous employees, and;
- b) Strategies for the recruitment and retention of Indigenous employees.

#### 4.1.1.2 Indigenous Business Plan

The IBP may include an Indigenous Business Plan which describes how the Contractor intends to address the utilization and/or sub-contracting with Indigenous and Indigenous firms.

The IBP may address how the Contractor intends to work with outside organizations that have experience or mandates in various aspects of contracting with Indigenous and indigenous firms.

The IBP may include:

- a) Identification of supplies or services intended to be carried out by Indigenous firms;
- b) Detail on how Indigenous firms will be engaged for the identified requirements;
- c) Potential for the development of new or expanded Indigenous capabilities and/or capacity;
- d) Commitment to work with organizations experienced with Indigenous engagement.

#### 4.1.1.3 Skills Development Plan

The IBP may include a Skill Development Plan which describes how the Contractor intends to address Indigenous training and skills development and describe how it will be managed.

The Skills Development Plan may include:

- a) Descriptions of on-the-job-training programs intended for Indigenous employees, and ;
- b) Strategies for ongoing skills development for Indigenous.

#### 4.1.1.4 Other Measures

The IBP should include any other plans or measures that the Contractor proposes in relation to Indigenous Benefits which may include, without being limited to, the following:

- a) Community outreach programs to share information and create positive relationships;
- b) Various informational seminars and presentations;
- c) Other educational and training programs for Indigenous, and;

- d) Other activities related to but not specified in the Statement of Work.

**4.2 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.

**4.3 Technical Evaluation**

**4.3.1 Mandatory Technical Criteria**

Mandatory Criteria				
Item	Description	Met	Not met	Comments
M1	<p><b>Corporate Profile</b></p> <p>The bidder must provide a corporate profile demonstrating a minimum of three (3) years of experience within the last ten (10) years in the provision governance services and strategic advice relevant to and similar to the services as defined in the Statement of Work.</p> <p>The Bidder must provide the full legal name of the firm submitting the proposal (including as applicable all joint ventures, partners, or subcontractors).</p>			
M2	<p><b>Governance and Strategic Advice Experience</b></p> <p>The bidder must provide at least two (2) written project summaries describing in detail the bidders' experience in successfully providing governance and strategic advice for one or more client organization within the last five (5) years of the solicitation closing date.</p> <p>The project summaries must demonstrate experience in completing the following:</p> <ul style="list-style-type: none"> <li>• Identification of strategic governance opportunities and development of new governance-related policies or directions or proposals; or</li> <li>• Assessment of intergovernmental relations, including current governance models, mechanisms, or fora and their influencing factors; or</li> <li>• Development and delivery of projects and engagement and implementation of new intergovernmental frameworks or initiatives.</li> </ul> <p>The Bidder must indicate</p>			



<p>a) The name of the client organization;                  b) A brief description of the type and scope of Governance Services and Strategic advice;                  c) The dates/duration of the project;                  d) The \$-value of the project (to the Bidder);                  e) The extent to which these services were provided on-time, on-budget and in accordance with the established project objectives; and                  f) The name, address and telephone number of the client project authority to whom the Bidder reported.</p> <p><i>In order to demonstrate compliance with Mandatory Requirement M2, Bidders should use the sample project summary template provided in Table M2-1 for each project summary submitted as evidence of experience in the provision of Governance and Strategic Advice services.</i></p> <p><i>DIAND reserves the right to contact the named client project authorities for the purpose of verifying the accuracy and veracity of the information provided in the Bidder's Proposal. Should DIAND choose to contact the project authorities and should one (1) or more named client project authority provide a negative reference regarding the accuracy or veracity of the Bidder's Proposal, the Proposal will be deemed non-compliant and given no further consideration.</i></p>				
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**Table M2.1 - Project Summary Template**

<p><i>Using the format outlined below, please provide a description of relevant projects, of similar scope to the requirements described in the Statement of Work. Please use a separate sheet for each project. The minimum required number of projects is two (2) projects within the past five (5) years. Projects will be evaluated in the order in which they appear in the Bidder's Proposal. Project Summary # : _____</i></p>			
<b>Project Title:</b>			
<b>Client<sup>1</sup>:</b>			
<b>Brief Description of the type and scope of government services and strategic advice:</b>			
<b>Project Start Date<sup>2</sup>:</b> (dd/mm/yyyy)		<b>Project End Date:</b> (dd/mm/yyyy)	
<b>Dollar Value (\$CAD):</b>			
<b>Names of Resource(s) Utilized:</b>		<b>Roles of Resources:</b>	
1. (Add more rows as needed)			
2.			

3.	
<b>Objectives of Project/Mandate:</b>	
<b>Description of services provided by the Bidder that assisted in making the project successful, including the extent to which these services were provided on-time, on-budget and in accordance with the established project objectives:</b>	
<b>Client Project Authority:</b>	
<b>Name:</b> <b>Address:</b> <b>Telephone Number:</b> <b>Email Address:</b>	

- 1 Indicate for whom the work was performed.
- 2 Indicate the Start and End dates of the work (in months and years in the format DD/MM/YYYY, for the purposes of demonstrating the Bidder's experience.

Mandatory Criteria				
	Description	Met	Not met	Comments
M3	<p><b>Proposed Resources</b></p> <p>The Bidder must name resources and provide a detailed Curriculum Vitae (CV) for a minimum of one (1) resource for <b>each</b> of the following Resource Categories.</p> <p>The Bidder must propose a minimum of one (1) resource for each required Category below. Named resource(s) <b>cannot</b> be proposed in more than one (1) Resource Category.</p> <p>Proposed resource(s) must meet all of DIAND's minimum qualification requirements for the Resource Category in which they are proposed, as described in Appendix "A" – Resource Requirements in the Statement of Work.</p> <p>Each individual resource must demonstrate that they hold at a minimum a University</p>			

	<p>undergraduate degree.</p> <p>The Bidder must include proof of education for each proposed resource.</p> <p><b>CV's should include:</b></p> <ul style="list-style-type: none"> <li>a) The name of the proposed resource and the Resource Category for which they are being proposed;</li> <li>b) Description of relevant project experience (including years/months of engagement);</li> <li>c) Chronological work experience (indicated in years/months);</li> <li>d) A detailed listing of the academic and professional attainments of each proposed resource. All formal training should be listed by the title and duration (indicated in days/months) of the course/program.</li> </ul> <p><b>Senior Consultants</b>          The proposed Senior Consultant must demonstrate in their resume a minimum of ten (10) years of experience with the last twenty (20) years in either a) strategic planning and delivery, b) policy and program design and development, c) research and engagement; and project management. This experience may be gained through consulting, public sector or other private sector work.</p> <p><b>NOTE:</b> The Bidder MUST DEMONSTRATE that is has experience in at least two (2) of the above-noted areas of discipline including project management.</p> <p>At least five (5) years of experience must be focused on governance-specific projects, such as intergovernmental relations and strategies, or the development of governance models and services delivery, or senior executive engagement, or risk management, or Indigenous relations, or third party engagement, and project management and reporting.</p> <p>The Bidder must have at five (5) years of experience working on policy and legislative frameworks in a Canadian public sector context.</p> <p><b>Consultants</b></p> <p>The proposed Consultants must</p>			
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	<p>demonstrate in their resume a minimum of five (5) years within the last ten (10 ) years in either a) strategic planning and delivery; or b) policy and project design and development, or c) research and engagement; and project management. This experience may be gained through consulting, public sector or other private sector work.</p> <p><b>NOTE: The Bidder MUST DEMONSTRATE</b> that it has experience in at least two (2) of the above-noted areas of discipline including project management.</p> <p>At least three (3) years of experience must be focused on governance-specific projects, such as intergovernmental relations and strategies, of the development of governance models and service delivery, or Indigenous relations, or third party engagement, and project management and reporting.</p> <p>The Bidder must have at least three (3) year of experience working on policy and legislative frameworks in a Canadian public sector context.</p> <p><b>Junior Consultants/Researchers</b></p> <p>The proposed <b>Junior Consultants /Researchers</b> must demonstrate in their resume a minimum of two (2) years of experience within the last six (6) in either a) strategic planning and delivery, or b) policy and program design and development, or c) research and engagement; and d) project management. This experience may gained through consultant, public sector or private sector work.</p> <p><b>NOTE: The Bidder MUST DEMONSTRATE</b> that it has experience in at least two (2) of the above-noted areas of discipline including project management.</p> <p>The Bidder must have at one (1) year of experience working of policy and legislative frameworks in a Canadian public sector context.</p>		
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**4.4 Point Rated Technical Criteria**

Point-Rated Criteria	Max pts.	Scoring guidelines	Score	Comment
<b>R1: Experience of Firm (40 points)</b>				
<p><b>R1 Experience in delivery of northern projects</b></p> <p>In addition to the two (2) governance and strategic advice related projects as identified in M2, points will be awarded for specific experience in the Canada's northern territories (Yukon, Northwest Territories or Nunavut) or Inuit regions with the provinces (Nunatsiavut or Nunavik)</p> <p>The Bidder should provide the following information for two (2) projects within the last five (5) years (a-f) that was undertake in Canada's northern territories Yukon, Northwest Territories or Nunavut) or Inuit regions within provinces (Nunatsiavut or Nunavik):</p> <ul style="list-style-type: none"> <li>a) The name of the client organization;</li> <li>b) A brief description of the type and scope of specific experience in the North or Inuit regions within provinces</li> <li>c) The dates/duration of the project;</li> <li>d) The \$-value of the project (to the Bidder);</li> <li>e) The extent to which these services were provided on-time, on-budget and in accordance with the established project objectives; and</li> <li>f) The name, address and telephone number of the</li> </ul>	/40	20 points per project/services, up to a maximum of two project/services		

<p>client project authority to whom the Bidder reported.</p> <p>These two (2) project summaries should demonstrate experience in completing the following:</p> <p>a) Identification of strategic governance opportunities and development-related policies or directions or proposals; or,</p> <p>b) Assessment of intergovernmental relations, including current governance models, mechanisms, or for a and their influencing factors; or,</p> <p>c) <i>Development and delivery of projects and engagement and implementation of new intergovernmental frameworks or initiatives.</i></p> <p><i>In order to demonstrate R.1, Bidders <b>should</b> use the Project Summaries Template provided in <b>table R1-1</b> for each project summary submitted as evidence of specific experience in Canada's northern territories (Yukon, Northwest Territories or Nunavut) or Inuit regions within provinces (Nunatsiavut or Nunavik)</i></p>				
<p><i>The following <b>rating scale</b> will be used to evaluate each Resource project summary on the basis of factors 'a' through 'f':</i></p> <p><b>Excellent</b> = project summary provided demonstrates extensive relevance and similarity to DIAND's requirements = 20/20 points</p> <p><b>Good</b> = project summary provided demonstrates acceptable relevance and similarity to DIAND's requirements = 15/20 points</p> <p><b>Minimal</b> = project summary provided demonstrates some relevance and similarity to DIAND's requirements = 10/20points</p> <p><b>Poor</b> = project summary provided demonstrates minimal relevance and similarity to DIAND's requirements = 5/20 points</p> <p><b>Not Addressed / Unsatisfactory</b> = project summary provided does not demonstrate relevance and similarity to DIAND's requirements in any of the areas = 0 points</p>				

**Table R1-1 - Experience in delivery of northern projects - Summary Template**

*Using the format outlined below, please provide a description of relevant projects, of similar scope to the requirements described in the Statement of Work. Please use a separate sheet for each project. The maximum allowed of projects to be evaluated under R1 is two (2) projects. Projects will be evaluated in the order in which they appear in the Bidder's Proposal.*

<b>Project Summary # : _____</b>			
<b>Project Title:</b>			
<b>Client<sup>1</sup>:</b>			
<b>Brief description of the type and scope of government services and strategic advice:</b>			
<b>Project Start Date<sup>2</sup>:</b> (dd/mm/yyyy)		<b>Project End Date:</b> (dd/mm/yyyy)	
<b>Dollar Value (\$CAD):</b>			
<b>Names of Resource(s) Utilized:</b>		<b>Roles of Resources:</b>	
1. <i>(Add more rows as needed)</i>			
2.			
3.			
<b>Objectives of Project/Mandate:</b>			
<b>Description of services provided by the Bidder that assisted in making the project successful, including the extent to which these services were provided on-time, on-budget and in accordance with the established project objectives:</b>			
<b>Client Project Authority:</b>			
<b>Name:</b>			
<b>Address:</b>			
<b>Telephone Number:</b>			
<b>Email Address:</b>			

1. Indicate for whom the work was performed.
2. Indicate the Start and End dates of the work (in months and years in the format DD/MM/YYYY, for the purposes of demonstrating the Bidder's experience.

Point-Rated Criteria	Max pts.	Scoring guidelines	Score	Comment
<b>R2:Qualifications of the six (6) core team members ( points)</b>				
<p><b>R2.1 Education</b></p> <p>The evidence within curriculum vitae (cv) for the Bidder's proposed Governance and Strategic advice resources submitted in response to Mandatory Requirement M3 will be evaluated on their qualifications in terms of education, highlighting certifications in project management and any advanced degrees.</p> <p>The scores of the three (3) core team members will be added together.</p>	/12	<p><b>Education:</b> maximum of 4 points per team member.</p> <p><b>Project management designation or certifications:</b> two (2) points</p> <p><b>Degree from a Canadian University:</b> two (2) points</p>		
Point-Rated Criteria	Max pts.	Scoring guidelines	Score	Comment
<p><b>R2.2 Resource Qualifications</b></p> <p>The evidence within curriculum vitae (cv) for the Bidder's proposed Governance and Strategic advice resources submitted in response to Mandatory Requirement M3 will be evaluated on the breadth (number and variety of experiences) and depth (level of complexity) of the individuals' experience regarding the provision of Governance and Strategic advice services as described in the Statement of Work.</p> <p>Evaluation of each proposed resource will be undertaken and scored separately.</p> <p>If the Bidder names more than three resources, the maximum points allocated for resources will be rewarded.</p>	/108	<p>Up to a maximum of one hundred and eight (108) points, twelve (12) points per factor, per resource, will be awarded for demonstrating, through the submission of the proposed resource's curriculum vitae (c.v.) the relevant experience of the proposed individual.</p> <p>a) Experience in the provision strategic governance planning and advice to senior public sector management (Senior public sector management is defined as Director level or higher and Minister's appointed representatives or negotiators);</p> <p>b) Experience in the area of intergovernmental relations or Indigenous relations;</p> <p>c) Experience in the development and delivery of</p>		



	<p>engagement activities with provincial/territorial governments, Indigenous organizations and non-government agencies;</p> <p>Rating Scale for each factor:</p> <p><b>Junior Consultant/Researcher</b></p> <p>2 years Experience: 4 points</p> <p>2 years or more Experience: 6 points</p> <p>Low level of complexity and variety of experience: 2 points</p> <p>Medium level of complexity and variety of experience : 4 points</p> <p>High level of complexity and variety of experience: 6 points</p> <p><b>Consultant</b></p> <p>5 years experience : 4 points</p> <p>5 year or more experience: 6 points</p> <p>Low level of complexity and variety of experience: 2 points</p> <p>Medium level of complexity and variety of experience: 4 points</p> <p>High level of complexity and variety of experience: 6 points</p> <p><b>Senior Consultant</b></p> <p>10 years experience: 4 points</p> <p>10 year or more experience: 6 points</p> <p>Low level of complexity and variety of experience: 2 points</p> <p>Medium level of complexity and variety of experience: 4 points</p> <p>High level of complexity and variety of experience: 6 points</p> <p>Note: Low complexity would</p>	
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		<p>shown in situations where a person provided research and other support to members of a firm who work with Indigenous groups;</p> <p>Medium complexity would be shown in situations where assistance was provided to a project lead who was directly involved with Indigenous groups and issues;</p> <p>High complexity would be shown where the individual work directly with Indigenous groups on complex Indigenous issues.</p>		
Point-Rated Criteria	Max pts.	Scoring guidelines	Score	Comment
R4 Proposal Quality	/6	<p>Up to a maximum of six (6) points will be awarded for presenting proposals in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFSO, as evidenced by the following factors:</p> <p>Two (2) points for ordering/structuring the proposal to match the order and sequence of the Mandatory and Point-Rated Criteria in the RFSO;</p> <p>Two (2) points for including tabs between the sections of the Proposal; and</p> <p>Two (2) points for the overall quality of the proposal as it relates to presentation of information and ease-of-use.</p>		
<p>The bidder must obtain a minimum of 70% (116.2) of the total technical point rating (166 points) in order to be considered further in the evaluations.</p>				

## 4.5 Financial Evaluation:

## Required Resources Financial Table A

PROPOSED RESOURCE CATEGORY	PER DIEM RATES (CAD\$) SOA AWARD to end of Year 1 (A)	PER DIEM RATES (CAD\$) Year 2 (B)	PER DIEM RATES (CAD\$) Year 3 (C)	PER DIEM RATES (CAD\$) Option Year 1 (D)	PER DIEM RATES (CAD\$) Option Year 2 (E)	AVERAGE PER DIEM RATES F = [(A+B+C+D+E)/5]
A1: Senior Consultant	\$	\$	\$	\$	\$	\$
A2: Consultant	\$	\$	\$	\$	\$	\$
A3: Junior Consultant /Researcher	\$	\$	\$	\$	\$	\$
Sum Average Per Diem Rate( G) G=A1 + A2 +A3 divided by 3						

- a) Within each Required Resource Category (Financial Table A), the firm all-inclusive *per diem* rates for each SOA Year (A-C) and Option Years (D-E) will be averaged to derive the Average Per Diem Rates for Required Resource Category (F).
- b) Across the Required Resource Categories, the Average Per Diem rates per Required Resource Category will be summed to derive the SUM AVERAGE PER DIEM RATE (G) for the Bidder's firm all-inclusive per diem rates quoted.
- c) Full points (30/30) will be awarded to the Bidder with the lowest SUM AVERAGE PER DIEM RATE . Fewer points will be awarded to all other Bidders based on the percentage differential of their SUM AVERAGE PER DIEM RATE from that of the Bidder with the lowest SUM AVERAGE PER DIEM RATE.

The calculation used to determine points for all other Bidders (other than the lowest) will be as follows:

$$\frac{\text{Lowest Sum Average Per Diem Rate (\$)}}{\text{Bidder's Lowest Sum Average Per Diem Rate}} * 30 = \text{Financial Score}$$

**4.6 Price Support**

DIAND reserves the right to request price support from Bidders following the Technical Evaluation. Acceptable price support is one or more of the following:

- a) a current published price list indicating the percentage discount available; or
- b) paid invoices for like services sold to other customers; or
- c) a most favoured customer price certification statement.

**4.7 Basis of Selection**

- a) Only compliant Proposals will be considered.
- b) Only Proposals that have met all Mandatory Requirements, and have achieved or exceeded the required minimum score for the Point-Rated Criteria will be considered. All Proposals will be rated on technical acceptability before price is considered.
- c) An SOA will be awarded based on a determination of Best Value taking into account both the technical merit of the Proposals and the Financial Evaluation. To arrive at an overall score achieved by a Bidder, technical merit will be valued at 70% of the Proposal and price will be valued at 30% of the Proposal.
- d) The Bidder(s) will be selected on the basis of the highest combined rating of technical merit and price:

$$\frac{\text{Bidder Points}}{\text{Total Technical Point}} * 70 = \text{Technical Score}$$

$$\frac{\text{Lowest Sum Average Per Diem Rate (\$)}}{\text{Bidder's Lowest Sum Average Per Diem Rate}} * 30 = \text{Financial Score}$$

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Total Score =100

- e) In the event that more than one (1) Proposal receives the same Total Score, of those Proposals, the Proposal with the higher Financial Score will be considered to represent Best Value.
- f) DIAND reserves the right to refuse any and all Proposals received in response to this RFP, without incurring any obligation to any Bidder having responded. DIAND reserves the right to award an SOA to the compliant Bidder that best meets the requirements, as described above, without incurring any obligation to any other Bidders having responded to this RFP.

## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

#### **5.1.2 Additional Certifications Required with the Offer**

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### **5.2.1 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 ) available at the bottom of the page of the Employment and Social Development Canada-Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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

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

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

### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Status and Availability of Resources**

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

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

#### **5.2.3.2 Education and Experience**

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

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

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4 of the *Supply Manual*.
2. The Offeror:
  - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.

- ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:
- i.  The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
  - ii.  The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Offeror must check the applicable box below:
- i.  The Aboriginal business has fewer than six full-time employees.  
**OR**
  - ii.  The Aboriginal business has six or more full-time employees.
5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

**5.2.3.4 Owner/Employee Certification – Set-aside for Aboriginal Business**

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

- 1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-Aside Program for Aboriginal Business".
- 2. I certify that the above statement is true and consent to its verification upon request by Canada.

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

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

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Date

## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 CONTRACT AGREEMENTS - Classified Information/Secret clearance**

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

## **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".

#### **7.2 Security Requirement**

The Contractor/Offeror must, at all time during the performance of the Contract/Standing offer, hold a valid Facility Security Clearance at the level of **SECRET**, with approved Document Safeguarding at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services (PGGSC).

The Contractor/Offeror personnel requiring access to **CLASSIFIED** information, assets, or sensitive work site (s) must **EACH** hold a valid personnel security screening at the level of **SECRET**, granted or approved by the CISD, PWGSC.

Processing of **CLASSIFIED** information electronically at the Contractor/Offeror's site is **NOT** permitted under this Contract/Standing Offer.



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

The Contractor/Offeror must comply with the provision of the:

- a) Security Requirements Checklist and security guide (if applicable), attached at Annex
- b) Industrial Security Manual (Latest Edition)

### 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 (2016-04-04) 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 is from \_Upon Standing Offer Award to June 30, 2019.

##### **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) one year option periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

##### **7.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

#### **7.5 Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Vera Olivier  
Title: Procurement Officer  
Department of Indian Affairs and Northern Development  
Directorate: Materiel and Assets Management Directorate  
Address: Room 150, 13<sup>th</sup> Floor, 10 Wellington Street  
Gatineau, Quebec K1A 0H4  
Telephone: 819 934-6301  
Facsimile: 819 953-7721  
E-mail address: vera.olivier@aandc.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**

The Departmental Authority is: (insert at award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department of Indian Affairs and Northern Development  
Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### **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 (insert at 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 are employees of the Department of Indian Affairs and Northern Development Canada.

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

DIAND intends to award up to one (1) Standing Offer Agreements (SOA) pursuant to this process.

Under companion solicitation 1000174783, DIAND intends to award three (3) competitive SOA.

In the event the required number of award is not attained as a result of solicitation 1000174783 DIAND reserves the right to award up to an additional three (3) SOA pursuant to this process, for a total of up to four (4) SOAs.

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

#### **7.9.1 Call-up Procedures**

Offerors will be contacted directly.

- 7.9.2** 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.
- 7.9.3** The Offeror will prepare and submit a proposal for the Work as required by the Standing Offer Authority. 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.
- 7.9.4** 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.
- 7.9.5** The Offeror shall not commence Work until the Call-up Against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up Against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

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

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

#### **7.11 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 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List
- g) Annex D, Greening Government Operations
- h) Annex E, Federal Contractor's Program for Employment Equity;
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

#### **7.12 Certifications**

##### **7.12.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period

### **7.12.1 Status of Availability of Resources**

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 is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

### **7.12.2 Education and Experience**

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

### **7.12.3 Set for Aboriginal Business**

The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the *Supply Manual*.

The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

### **7.13 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. /e).

## **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**

### **7.2.1 General Conditions**

2010B (2016-04-04), 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); and
- 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 contract title and number, the date, deliverable/description of the Work and financial code(s)".

- e) Insert:

#### **2010B 36 (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**

The Contractor will be paid in accordance with Annex "B" Basis of Payment.

### **7.5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ . Customs duties are *"included"*, and Applicable Taxes are extra.
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

### **7.5.3 Method of Payment**

#### **7.5.3.1 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.

**7.5.4 Travel and Living Expenses – Nation Joint Council Travel Directive**

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 payment are subject to government audit.

Estimated Cost: \$ \_\_\_\_\_

**7.5.5 Travel Time**

Rates are inclusive of any time spent travelling 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 rate.

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

**7.5.6 Other Direct Expenses**

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

Estimated Cost: \$ \_\_\_\_\_

**7.5.7 Subcontracting:**

Subcontracting for resources related to Indigenous Benefits Plan.

Estimated Cost \$ \_\_\_\_\_

**7.5.8 Electronic Payment**

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Contractor’s financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Department of Indian Affairs and Northern Development Electronic Payment Request form (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>), and submit the form to the address provided.



**7.5.9 Payment by Credit Card**

The following credit card is accepted: \_\_\_\_\_

**OR**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_

**7.5.10 T1204 - Direct Request By Department**

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.

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).

**7.6 Invoicing Instructions**

One of the following invoicing instructions will form part of the resulting Contract:

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 7.2.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
2. Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

**7.7 Insurance Requirements**

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 Federal Contractors Program for Employment Equity - Default by the Contractor

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

## 7.10 Joint Venture

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

[List Joint Venture members]

7.10.2 \_\_\_\_\_ 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;

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

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

7.10.5 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

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

## ANNEX "A"

### STATEMENT OF WORK

#### PROJECT TITLE

Northern Governance Services

#### OBJECTIVE

To provide support to the Department of Indian and Northern Affairs Canada (DIAND), in the delivery of its mandate to manage, lead and coordinate intergovernmental relations and promote Canada's Northern Governance agenda and strategies, as well as support the political development of the North and its institutions.

Key benefits to be derived include:

- Strengthening the branch leadership and coordination capacity to promote the Northern Governance agenda and strategies for Canada's northern territories (Yukon, Northwest Territories and Nunavut) or Inuit regions within provinces (Nunatsiavut or Nunavik);;
- Integration and harmonization of governance-related efforts and development of frameworks and processes;
- Support for delivery of major initiatives under the Northern Governance, Devolution, intergovernmental and Inuit Relations portfolios;
- Strategic review of existing approaches, initiatives, and fora to assess performance, including the identification of lessons learned and best practices, and future directions;
- Assessment of capacity risks, resource orientation and dedication, and formulation action plans; and
- Enhanced understanding of underlying trends and constraints, as well as opportunities to leverage third party governance initiatives.

#### BACKGROUND

DIAND is primarily responsible for meeting the Government of Canada's obligations and commitments to First Nations, Inuit and Métis, and for fulfilling the federal government's constitutional responsibilities in the North. DIAND is responsible for two mandates: **Indigenous Affairs** and **Northern Development**, which together support Canada's Indigenous and Northern peoples in the pursuit of healthy and self-sufficient communities and broader economic and social development objectives.

The **Indigenous Affairs** mandate is derived from a number of sources that include, among others, the Canadian Constitution, the *Department of Indian Affairs and Northern Development Act*, the *Indian Act*, and specific statutes enabling modern treaties. A significant amount of the Department's mandate is also derived from policy decisions and program practices that have been developed over the years. The Aboriginal mandate is also framed by judicial decisions with direct policy implications for the Department and it is structured by funding arrangements or formal agreements with First Nations and/or provincial or territorial governments.

DIAND negotiates and implements comprehensive and specific claims and self-government agreements on behalf of the Government of Canada; oversees the implementation of claims settlements; supports services on reserve, administers the land management component of the *Indian Act*; and executes other regulatory duties under the *Indian Act*.

The **Northern Development** mandate also derives from the Canadian Constitution and from statutes enacted in the late 1960s and early 1970s, including the *Department of Indian Affairs and Northern Development Act*; from statutes enacting modern treaties north of 60°, such as the *Nunavut Land Claims Agreement Act*, Self-Government agreements, such as the *Yukon First Nations Self-Government Act*; and from statutes dealing with environmental or resource management and is framed by statutes that enact the devolution of services and responsibilities from DIAND to territorial governments, such as the *Canada-Yukon Oil and Gas Accord Implementation Act* and *Northwest Territories Devolution Act*.

The Northern Affairs Organization (NAO) combines within its mandate responsibilities for both Northern Development and Indigenous Affairs. In the North, the territorial governments and the governments of Québec and Newfoundland and Labrador (in the case of Nunatsiavut and Nunavik) generally provide the majority of social programs and services to all Northerners, including Aboriginal people; however, NAO does have responsibilities for regional delivery in the territories of some national Indigenous programming; provides regional support for negotiation of land claim and self-government agreements in the North; and has a lead role with respect to Inuit relations.

In broad terms, Northern governance includes interactions among different institutions, processes and traditions that determine how power is exercised, how decisions are made, and how citizens or other stakeholders provide their input. Major players include but are not limited to federal and territorial governments, regional and local Aboriginal governments, corporations and organizations, evolution of the duty to consult pursuant to Section 35 of the *Constitution Act*, and multilateral and international entities. Key principles toward good governance include legitimacy and voice, rule of law, direction, performance, accountability, transparency, participation, and fairness

Within NAO, the Northern Governance Branch (NGB) plays an important role in managing and coordinating intergovernmental relations between the Department and territorial and Indigenous governments to promote Canada's Northern Governance agenda and the political development of the North and its institutions. The Branch provides leadership on Inuit issues and northern constitutional legislation (*Yukon Act*, *Northwest Territories Act* and *Nunavut Act*). Within this context, the Branch is responsible for the transfer of federal responsibilities for land and resource management to the territorial governments, including the negotiation of devolution in Nunavut and meeting ongoing devolution commitments in Yukon and NWT. NGB is responsible for maintaining and strengthening relations with Inuit organizations. In addition, the NGB oversees the territorial commissioners who play a role similar to that of Lieutenant Governors in the provinces, including overseeing their nomination, appointment, briefing/protocol advice and funding.

It is within this context, that the Branch is responsible for developing overarching northern governance policy and program frameworks, territorial relations frameworks and processes and leads and supports intergovernmental fora to build constructive inter-governmental relationships at multiple levels. The NGB is responsible for identifying northern governance priorities, strategies and initiatives for engaging with northern stakeholders to enhance their participation in the social, political, economic and constitutional fabric of the territories. The Branch also contributes governance considerations, policy and program expertise to the development of the federal government's policy framework for the North, as well as identifies linkages and related challenges.

The NGB provides horizontal leadership and coordination to promote the northern governance agenda, particularly under the Northern Strategy. The Government of Canada has made northern governance and the devolving of province-like powers to the territorial governments a key pillar of Canada's Northern Strategy with the goal of providing Northerners with more control over their economic and political destinies. Canada's Northern Strategy is a collaborative framework to advance practical, innovative and efficient governance models, including the devolution of land and resource management, as the key to building the future of the North. Through resource

revenue sharing, it also ensures that residents and Indigenous groups directly benefit from the responsible development of the region's resource potential.

Since the 1970s, the federal government has gradually transferred responsibility for health, education, social services, housing, airports and language to the territories. Devolution of land and resource management responsibilities was implemented in Yukon in 2003 and on April 1, 2014, the Northwest Territories became the second territory to take over these last remaining areas of provincial-like functions. In both territories, NGB is responsible for implementation and delivery of ongoing support under the devolution final agreements.

Discussions on the transfer of province-like responsibilities for land and resource management to the Government of Nunavut have taken place at various times since the creation of the territory. A Lands and Resources Devolution Negotiation Protocol was signed in 2008 by DIAND, the Government of Nunavut and Nunavut Tunngavik Incorporated, and was the first major step towards Nunavut devolution. The Protocol is a guide for the parties through each step of the devolution negotiations process and toward a final devolution agreement in Nunavut. Formal negotiations on a devolution Agreement-in-Principle began in November 2014. The Agreement-in-Principle, once signed by the parties, will serve as a guide for the negotiation of a final devolution agreement.

Within the Department and across the Government of Canada, the NGB provides leadership on key Inuit policy issues and the management of relations with representative Inuit organizations, including the development and management of a framework to maintain and strengthen Canada's relationship with Inuit organizations. It directs research studies and provides analysis of Inuit issues and trends in order to ensure relevant and timely information is available to support senior management decision-making. It directs the development in areas of common interest to the federal government and Inuit, as well as supporting negotiations with Inuit leadership, developing strategies to facilitate better access for Inuit to federal programs and services, and working with Inuit organizations to enhance their capacity. The NGB works within the government and with other government departments to facilitate the incorporation of Inuit considerations in Indigenous related policy development and program implementation processes. The NGB also manages the Inuit component of the Basic Organizational Capacity program that provides funding to national and regional Indigenous Representative Organizations and administers discretionary funds for the purpose of assisting Inuit organizations work on policy issues of interest to the federal government and strengthen their policy capacity, as well as conducting studies and surveys into Inuit social, economic, political and environmental issues.

## **SCOPE OF WORK/TASKS**

The scope of work includes a range of activities related to:

- Identification of strategic governance opportunities in Canada's northern territories or Inuit regions within provinces and development of new governance related policies, directions, proposals, including the elaboration of overarching vision, models, structures and matrices;
- Assessment of intergovernmental relations in Canada's northern territories or Inuit regions within provinces and, including their current governance models, mechanisms, fora and their influencing factors, including the role of third-parties;
- Development and delivery of governance services, projects and engagement and implementation of new intergovernmental frameworks or initiative for Canada's northern territories or Inuit regions within the provinces including devolution; and
- Identification of opportunities and mechanisms to advance social, political and economic development in the North and throughout Inuit Nunangat (as well as Inuit throughout Canada).

## **OUTPUT/ DELIVERABLES**

Deliverables may include, but are not limited to:

- Governance strategies, initiatives, policies, plans, models, frameworks, structures, matrices, reports;
- Governance engagement sessions, training or materials;
- Technical and special studies, including lessons learned.
- Interview guides and summaries;
- Presentations, handouts, meeting agendas and minutes.

## **TRAVEL**

The primary location of work under the statement of work and any resulting Call-up (s) shall be the contractor's premises unless stipulated otherwise within the Call-up document.

Travel may be required under the statement of work and any resulting Call-up(s). Travel arrangements and other related fees require the Branch representative pre-approval. In the case of pre-authorized travel and living expenses, the Contractor will be paid for reasonable and proper travel and living expenses, supported by appropriate receipts, incurred by personnel directly engaged in the performance of the work, calculated in accordance with the then-current Treasury Board Guidelines on Travel and Living Expenses, at actual cost only.

## **CONSTRAINTS**

Successful bidders will be required to comply with relevant policies, principles, guidelines, standards and directives, now currently in place and as they evolve over the life of the standing offer, as issued by the Treasury Board Secretariat and DIAND, amongst others.

Successful bidders will be required to comply with internal departmental policy and quality control processes. Internal departmental policies are intended to encourage the strategic participation of Indigenous stakeholders and ensure quality in terms of technical merit, neutrality, relevance, accuracy, standardized reporting, and compliance with governing policies and guidelines.

Successful bidders will also be required to follow other operational guidelines and templates as developed, revised and required over time.

Quality control procedures will vary depending on the complexity of the work involved, the Branch's procedures generally include reviews by program officials, advisory committees, subject matters experts, both internal and external.

It should be noted that all payments will be contingent upon the Branch's satisfaction with the deliverables in terms of both quality and timeliness.

## **DEPARTMENTAL SUPPORT**

DIAND will facilitate the contractors work by providing support such as access to departmental documents and others, access to DIAND's Representatives and to key contacts.

## APPENDIX A: RESOURCE REQUIREMENTS

The Standing Offer Agreement (SOA) Holder shall provide Resources that are specialized in Governance Projects for the provision of services related to this SOA. And any resultant Call-up(s) as detailed in the Contractor's Proposal.

The SOA Holder shall provide Resources in the categories below, at a minimum, for work in any resultant Call-up(s).

<b>A. Senior Consultant</b>
<i>Minimum experience and education</i>
<p>Must have at least (ten) 10 years of experience with the last twenty (20 years in either a) strategic planning and delivery, b) policy and program design and development, c) research and engagement, and project management. This experience may be gained through consulting with public sector or other private sector work.</p> <p>NOTE: The Bidder must demonstrate that it has experience in at least two (2) of the above-noted area of discipline including project management.</p> <p>Must have at least five (5) years of experience focused on delivery of governance-specific projects, including intergovernmental relations and strategies, political development, and the development of governance models and service delivery or senior executive engagement, or risk management, or indigenous relations, or third party engagement and project management and reporting.</p> <p>The Bidder must have at least five (5) years of experience working on policy and legislative frameworks in a Canadian public sector content.</p> <p>Must have a University undergraduate degree or higher in a relevant discipline, such as, but not limited to Political Science, History, Sociology, Business Administration, or related discipline.</p> <p>Must have experience, understanding and knowledge, in a Canadian Public Sector context, of the following areas:</p> <ul style="list-style-type: none"> <li>a) Strategic planning;</li> <li>b) Senior executive engagement;</li> <li>c) Risk management;</li> <li>d) Intergovernmental and Indigenous relations;</li> <li>e) Third party engagement;</li> <li>f) Project performance management and reporting; and</li> <li>g) Northern policy and legislative frameworks in Canada's northern territories and Inuit region and provinces.</li> </ul>
<b>B. Consultant</b>
<i>Minimum experience and education</i>
<p>Must have at least five (5) years of experience within the last ten (10) years experience in either a) strategic planning and delivery, b) policy and program design and development, c) research and engagement, and project management. This experience may be gained through consulting with public sector or other private sector work.</p> <p>NOTE: The Bidder must demonstrate that it has experience in at least two (2) of the above-noted areas of discipline including project management.</p> <p>Must have at least three (3) years of experience focused on delivery of governance-specific projects, including intergovernmental relations and strategies, political development, and the development of governance models and service delivery or Indigenous relations, or third party</p>

engagement and project management and reporting.

Must have a university undergraduate degree or higher in a relevant discipline, such as, but not limited to Political Science, History, Sociology, Business Administration, or related discipline.

Must have experience, understanding and knowledge, in a Canadian Public Sector context, of the following areas:

Strategic planning;

- a) Intergovernmental and Indigenous relations;
- b) Third party engagement;
- c) Project performance management and reporting; and
- d) Northern policy and legislative frameworks in Canada's northern territories and Inuit regions with Provinces.

### **C. Junior Consultant/Researcher**

#### *Minimum experience*

Must have at least two (2) years of experience within the last six (6) years in either a) strategic planning and delivery, b) policy and program design and development, c) research and engagement, and project management. This experience may be granted through consulting with public sector or other private sector work.

NOTE: The Bidder must demonstrate that it has experience in at least two (2) of the above-noted areas of discipline including project management.

The Bidder must have at least one (1) year of experience working on policy or legislative frameworks in a Canadian public sector context.

Must have a university undergraduate degree or higher in a relevant discipline, such as, but not limited to Political Science, History, Sociology, Business Administration, or related discipline.

Must have experience, understanding and knowledge, in a Canadian Public Sector context, of the following areas:

- a) Strategic planning;
- b) Research and analysis;
- c) Third party engagement;
- d) Project performance management and reporting; and
- e) Northern policy and legislative frameworks in Canada's northern territories and Inuit regions with Provinces.

#### **Call-up requirements**

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

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



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

1. *All of the information required in this section MUST appear in the Bidder's Financial Proposal ONLY. The Bidder's Financial Proposal MUST be submitted in a sealed envelope, separate from the Bidder's Technical Proposal. The Bidder's failure to comply with this condition will result in the Bidder's Proposal being declared non-compliant and being given no further consideration.*
2. Failure on the part of the Bidder to provide the information required within the Financial Proposal Tables will result in DIAND deeming the Bidder's Proposal to be non-compliant, with the Proposal being given no further consideration by DIAND.
3. For each year of the SOA, Bidders **MUST** provide a fixed All-Inclusive per diem rate (\$CAD), based on a 7.5 hour day, per Resource Category.
4. The fixed All-inclusive per diem rates **MUST** be inclusive of all payroll, overhead costs and profits required for the Bidder to complete the work under the SOA (note: the fixed all-inclusive per diem rate is not to be quoted as a range).
5. The Bidder's fixed all-inclusive per diem rates shall be **exclusive** of the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) and expenses. Any amounts for taxes will be added at time of Call-up. Any additional travel, living administrative or other expenses, will be added by DIAND at time of Call-up.
6. In consideration of the Contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid all-inclusive per diem rates stipulated in the call-up as indicated below:

**Required Resource Categories - Financial Table A**

Resource/Service Category	Fixed All Inclusive Per Diem Rate(s) (CAD) SOA Award to June 30, 2017	Fixed All Inclusive Per Diem Rate(s) (CAD) July 1, 2017 to June 30, 2018	Fixed All Inclusive Per Diem Rate(s) (CAD) July 1, 2018 to June 30, 2019	Option Year 1 Fixed All Inclusive Per Diem Rate(s) (CAD) July 1, 2019 to June 30, 2020	Option Year 2 Fixed All Inclusive Per Diem Rate(s) (CAD) July 1, 2020 to June 30, 2021
Senior Consultant					
Consultant					
Junior Consultant/Researcher					

**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**  
*(insert if applicable)*

## ANNEX "D"

## GREENING GOVERNMENT OPERATIONS

**Greening Government Operations**

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

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

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

General

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

Travel

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

Paper Consumption

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

Goods Used in Service Delivery

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

**ANNEX "E" TO PART 5 OF THE REQUEST FOR STANDING OFFERS  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

**ANNEX "E" TO PART 5 OF THE REQUEST FOR STANDING OFFERS  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

**OR**

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