



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

**Bid Receiving:
Réception de soumission :**

Heritage Canada (acting as the bid receiving agent on behalf of Indian and Northern Affairs Canada)
15 Eddy Street
2nd Floor, Mailroom 2F1
Gatineau, QC
K1A 0M5

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

Proposal to DIAND:

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

Proposition aux MAINC:

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, représentée par le Ministre des Affaires indiennes et du Nord, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les services énumérés ici sur toute feuille ci-annexée, au(x) prix 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 Mediation Services - Set-Aside for Aboriginal Businesses	
Solicitation Number - Numéro de l'invitation 1000183366	
Date (YYYYMMDD) - Date (AAAAMMJJ) 2016-10-20	
Solicitation Closes - L'invitation prend fin At - À 2:00	Time Zone - Fuseau horaire Eastern Standard Time (EST)
On (YYYYMMDD) - Le (AAAAMMJJ) 2016-11-29	
Standing Offer Authority - L'autorité d'offre à commande	
Name - Nom Céline Viner	
Telephone Number - Numéro de téléphone 819-994-7304	
Facsimile Number - Numéro de télécopieur (819) 953-7830	
Email Address - Courriel celine.viner@aadnc-aandc.gc.ca	
Destination(s) of Services - Destination(s) des services Canada	
Security - Sécurité THIS REQUEST INCLUDES SECURITY PROVISIONS	
Instructions: See Herein - Voir aux présentes	
Delivery Required - Livraison exigée : See Herein - Voir aux présentes	
Person Authorized to sign on behalf of Vendor Personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
Name - Nom	
Title - Titre	

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TITLE: 1000183366 - Mediation Services – Request for Standing Offer Agreements – Set-Aside for Aboriginal Businesses

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 and Independent Determination Certification.

1.2 Summary

- 1.2.1 DIAND has identified a requirement for external Contractor services to fulfill requirements for Mediation Services in support of various negotiation processes in order to surmount specific impasses, thereby accelerating the resolution of land claims, self-government negotiations and other issues in Crown – Aboriginal relations. The Standing Offer Agreements will be in effect for two (2) years with a possibility of up to two (2) additional one (1) year option periods.
- 1.2.2 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*.
- 1.2.3 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO,

to the Identified Users across Canada, including areas subject to the following Comprehensive Land Claims Agreements (CLCAs).

James Bay and Northern Quebec Agreement (JBNQA)
Inuvialuit Final Agreement
Gwich'in Comprehensive Land Claim Agreement
Nunavut Land Claims Agreement
Champagne and Aishihik First Nations Final Agreement
Little Salmon/Carmacks First Nation Final Agreement
First Nation of Nacho Nyak Dun Final Agreement
Selkirk First Nation Final Agreement
Teslin Tlingit Council Final Agreement
Vuntut Gwitchin First Nation Final Agreement
Tr'ondëk Hwëch'in Final Agreement
Ta'an Kwach'an Council Final Agreement
Kluane First Nation Final Agreement
Kwanlin Dun First Nation Final Agreement
Carcross/Tagish First Nation Final Agreement
Sahtu Dene and Metis Comprehensive Land Claim Agreement
Labrador Inuit Land Claims Agreement
Tlicho Land Claims Agreement
Nunavik Inuit Land Claims Agreement

- 1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

1.3 Security Requirement

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

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.

2.1.1 SACC Manual Clauses (Removed)

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 Email) to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date, time and place indicated on page 1 of the RFSO document. DIAND will not assume responsibility for offers (and any amendments thereto) directed to any other locations. Offers submitted by any other means will not be accepted.

2.2.2 Due to enhanced security measures for visitors to the building, the Standing Offer Authority has made the necessary arrangements with the building security/Commissionaires to allow Offerors who choose to deliver their offers by hand, access to the Bid Receiving Address indicated on page 1 of the RFSO document during normal business hours (8:00 am to 4:00 pm).

2.2.3 Tender Envelope Submissions

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

- RFSO Number: 1000183366
- Contracting Authority: Céline Viner
- Closing Date: November 29, 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.

2.6 Set-aside under the Procurement Strategy for Aboriginal Business

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*

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 (3 hard copies) and 1 soft copy in PDF format on a CD, DVD or USB Key.

Section II: Financial Offer one (1) hard copy

Section III: Certifications one (1) hard copy

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 the signed acceptance of the predetermined price of services, in accordance with the Basis of Payment in Annex "B". The amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

Section IV: Additional Information Required With Offer

3.1.3 Offeror's proposed Site(s) or Premises Requiring Safeguarding Measures

3.1.3.1 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

3.1.3.2 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 SELECTION AND EVALUATION METHODOLOGY

- 4.1.2 Bidders **MUST** ensure that their Proposal provides sufficient evidence for DIAND to assess the compliance of the Proposal with the criteria listed in this Request for Proposals (RFP). **It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable DIAND to complete its evaluation.**
- 4.1.3 Bidders **MUST** include any reference material they wish to be considered for evaluation **within** their Proposal. Any material or documents outside the Proposal **will not** be considered. URL links to the Bidder's website **will not** be considered by the Evaluation Committee.
- 4.1.4 To meet the requirements described herein, the experience of the Bidder **MUST** be work for which the Bidder provided services to clients exterior to the Bidder's own organization. Internal business development projects will not be accepted.
- 4.1.5 Experience gained during formal education **will not** be considered work experience, unless otherwise specified. Requirements for work experience **MUST** have been obtained in a professional work environment as opposed to an educational setting.
- 4.1.6 **Listing experience and education without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.**
- 4.1.7 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFSO. **No prior knowledge of or experience with the Bidder on the part of the Evaluation Committee will be taken into consideration.**
- 4.1.8 For Bidders proposing more than one (1) mediator, a separate Proposal **MUST** be submitted for each proposed mediator. Each proposed mediator will be evaluated separately against the Mandatory and Point-Rated Criteria. The Selection and Evaluation Process for Proposals consists of the following three (3) stages:

- Stage 1 -** Bidders will be evaluated on Mandatory Requirements M1-M4.
- Stage 2 -** Bidders meeting ALL of M1-M4 will be evaluated on the basis of Point-Rated Criteria R1-R2.
- Stage 3 -** Bidders meeting the applicable minimum score on Point-Rated Criterion R1 and an overall pass mark of 60% on Point-Rated Criteria R1-R2 inclusive will be considered for SOA award.

Bidders failing to meet the requirements at any stage will be deemed to be non-compliant at that stage and will be given no further consideration.

4.1.9 DEFINITIONS

The following definitions apply to the Criteria below:

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

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

Bidders are encouraged to address elements expressed by **“should”**.

4.1.10 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 DIAND will evaluate the Proposals.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

A Bidder's Proposal **MUST** meet **ALL** Mandatory Requirements in order for the Proposal to be deemed compliant and considered for further evaluation. Failure on the part of the Bidder to meet any one (1) of the Mandatory Requirements will result in its Proposal being deemed non-compliant, with the Proposal being given no further consideration.

MANDATORY REQUIREMENTS	MEETS	DOES NOT MEET
<p>M1 Qualified Mediator</p> <p>1.1 The Bidder MUST propose one (1) mediator and provide a CV for the proposed Mediator named to provide Mediation services under the Statement of Work (SOW) – Annex “A”.</p> <p>1.2 The proposed mediator MUST meet the minimum qualification requirements, as described in <i>SW9 Contractor Resource Requirements</i> of the SOW.</p> <p>1.3 The Bidder's Proposal MUST include <u>a completed and signed Proposal Form A</u> for the proposed mediator.</p> <p>1.4 The Bidder MUST identify for the proposed mediator <u>only one (1) region</u> in which the individual is proposing to deliver service:</p> <p style="padding-left: 40px;">Pacific Region -The entire province of British Columbia and the Yukon Territory:</p> <p style="padding-left: 40px;">Western Region - The entire provinces of Alberta, Manitoba and Saskatchewan, and the Northwest Territories:</p> <p style="padding-left: 40px;">Ontario Region - The entire province of Ontario and the Nunavut Territory:</p> <p style="padding-left: 40px;">Quebec and Atlantic Region - The entire provinces of Quebec, Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland including Labrador:</p> <p>1.5 Bidders MUST provide the name of the Canadian city where and around which the mediator agrees to work without travel and living expenses within</p>		

MANDATORY REQUIREMENTS	MEETS	DOES NOT MEET
<p>the identified Region.</p> <p>1.6 The Bidder MUST indicate in Form A the language proficiency of the proposed mediator, in either or both Official Languages (written, oral, and reading comprehension in English and/or French, as applicable), and its capacity to provide service in any of Canada's Aboriginal languages. Proficiency in French <u>or</u> English is mandatory for all Resources.</p>		

MANDATORY REQUIREMENT	MEETS	DOES NOT MEET
<p>M2 - Mediation Cases Summaries</p> <p>The Bidder MUST indicate in Form A, for the proposed mediator, a list of at least six (6) mediation cases within the last fifteen (15) years calculated on the closing date of the RFSO in which the Resource conducted civil mediations that are similar to and demonstrate relevant experience as per DIAND's requirement as defined within the Statement of Work (This should include cases involving aboriginal issues such as land claims, self-government and comprehensive land claims negotiations or alternatively complex multi-party and multi-issue mediations if applicable). <u>The description of the minimum six (6) cases to be indicated in Form A should be no longer than two (2) single sided pages, or one (1) double sided page in total, using 8.5" by 11" paper and 10-12 font size, and should be detailed enough to gain an understanding of the relevance to the requirements defined within the Statement of Work.</u> Only six (6) mediation cases are mandatory, however bidders may add additional rows to Form A, as required, to include more than the mandatory six (6) mediation cases to respond to Point-Rated Criterion R1.</p> <p>DIAND does not ask proposed mediator(s) to violate their obligations or restrictions with respect to secrecy or confidentiality in order to respond to this Criterion. The evidence of the mediator's experience should be presented in a manner that respects confidentiality.</p>		

MANDATORY REQUIREMENT	MEETS	DOES NOT MEET
<p>M3 Resource References</p> <p>2.1 The Bidder MUST include within its Proposal, two (2) reference letters for the proposed mediator. The references MUST be related to work for which the mediator was directly responsible, and at least one MUST be related to one (1) of the minimum of six (6) projects cited within Proposal Form A.</p> <p>2.2 The reference MUST be able to confirm the mediator’s competencies in a mediation process and his/her commitment to the role of mediation. This role includes helping parties address their conflict constructively, creatively (where possible), and reduce the risk of damage to the parties’ relationships.</p> <p>The reference letter MUST be from an individual or a firm outside of the Bidder’s organization and not from immediate relatives.</p> <p>The letter MUST clearly include reference to the following:</p> <ul style="list-style-type: none"> a) Ability to establish rapport and treat the parties equally and fairly; b) Ability to facilitate and lead meetings; and c) Ability to understand and summarize complex issues such as communication and value differences between parties. <p>Bidders MUST provide contact information of the named references</p> <p>DIAND does not ask proposed mediator(s) to violate their obligations or restrictions with respect to secrecy or confidentiality, in order to respond to this Criterion. The evidence of the proposed mediator’s experience, knowledge, skills and abilities, as referenced, should be presented in a manner that respects confidentiality.</p> <p>DIAND reserves the right to contact the named referees for the purpose of verifying the accuracy and veracity of the information provided in the Bidder’s Proposal. Should DIAND choose to contact the referees and should one (1) or more 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</p>		
<p>M4 Confirmation of Acceptance of the predetermined price of services</p> <p>The Bidder MUST submit the signed acceptance of the predetermined price of services, Annex “B”.</p>		

4.1.2.2 Point Rated Technical Criteria

Only those Proposals meeting **ALL** of the above Mandatory Requirements for the Stream in which they are proposing to provide services will be deemed compliant and will be evaluated by the AANDC Evaluation Committee on the basis of the Point-Rated Criteria.

Bidders failing to meet the minimum required scores on the Point-Rated Criteria will be deemed non-compliant and given no further consideration.

POINT-RATED CRITERIA	WEIGHT	EVALUATION FACTORS
<p>R1 Resource Experience</p> <p>The evidence within Proposal Form A for the Bidder's proposed mediator beyond the mandatory six (6) mediation cases. These cases can be completed beyond the last fifteen (15) years calculated on the closing date of the RFSO and will be evaluated on the breadth and depth of the proposed mediator's experience in the provision of mediation services, based on the relevance and similarity to DIAND's requirements for the delivery of Mediation Services.</p>	<p><i>75</i></p> <p>Minimum Score Required = 42</p>	<p>Up to 75 points, for the extent to which the Bidder's proposed mediator demonstrates a breadth and depth of experience and its relevance and similarity to DIAND's requirements for the delivery of Mediation Services with regard to the following specific factors:</p> <p>a) Number of civil mediation cases conducted as a primary (i.e. for which the mediator was directly responsible for leading the meetings) or sole mediator resource, beyond the minimum of six (6) mediation cases [up to 20 points]:</p> <p>1 to 5 additional mediation cases = 5 points; 6 to 11 additional mediation cases = 10 points; 12 to 20 additional mediation cases = 15 points; 21+ mediation cases = 20 points.</p> <p>These mediation cases can be completed beyond the last fifteen (15) years and can be written in the same format as the minimum six (6) mediation cases. One (1) additional single sided page (using 8.5" by 11" paper and 10-12 font size) can be added for every three (3) additional mediation cases.</p> <p>b) Mediation related experience and knowledge [up to 40 points]:</p> <p>in an intercultural environment = 1 point per mediation case, up to 5 points;</p> <p>with governmental policy frameworks = 3 points per mediation case, up to 15 points;</p> <p>with interest-based negotiations = 1 point per mediation case, up to 5 points;</p> <p>in multi-party (3 parties or more) mediation = 3 points per mediation case, up to 15 points.</p> <p>c) Mediation related experience with Aboriginal - government relations = 3 points per mediation case, up to 15 points.</p>

POINT-RATED CRITERIA	WEIGHT	EVALUATION FACTORS
<p>R2 Approach and Methodology</p> <p>The Bidder's proposed mediator should provide within the Bidder's Proposal, a description (two (2) single sided pages, or one (1) double sided page using 8.5" by 11" paper and 10-12 font size) of the activities which would usually be performed before the formal problem-solving sessions begin and at the first formal joint session (i.e. describe the key steps and actions the mediator would take to "set the stage", from the moment they are invited by the parties to mediate a dispute to the first formal face to face meeting, including the pre-mediation phase and the first meeting).</p>	/20	Up to 20 points, based on the extent to which the mediator's proposed approach and methodology is complete, relevant, feasible, and consistent with DIAND's requirements, as described in the SOW.
<p><i>The following Rating Scale will be used to evaluate R2:</i></p> <p>Excellent – 18-20/20 - The response is complete in that it addresses most or all of the key steps and provides exceptionally relevant supporting detail with significant depth and understanding.</p> <p>Good – 15-17/20 - The response addresses many of the key steps and provides several relevant supporting details with some depth and understanding.</p> <p>Minimal – 10-14/20 The response is not complete in that it addresses few key steps, and displays some depth and understanding.</p> <p>Poor – 5-9/20 - The response is not complete in that it addresses only one (1) of the key steps and has very little depth and understanding.</p> <p>Unsatisfactory – 1-4/20 - The response is not complete in that addresses the key steps with irrelevant information and lacks depth and understanding.</p> <p>Not Addressed – 0/20 - No response was received, or does not address any key steps.</p>		
<p>Total Point-Rated Criteria R1-R2</p>	/95	<p>PROPOSED MEDIATOR RESOURCE(S) MUST ACHIEVE A MINIMUM SCORE OF 60% (60/100) (57/95) ON POINT-RATED CRITERIA R1-R2 INCLUSIVE IN ORDER TO BE CONSIDERED FURTHER.</p>

FORM "A"

In addition to the CV provided, **use one (1) form A for the proposed mediator**. Bidders may also provide additional detail as necessary; however form A submitted **MUST** contain at least the information required herein.

The Bidder **MUST** provide a Resource Certification form for the proposed mediator. The completed form, duly signed by the proposed mediator **MUST** be submitted as part of the Bidder's Proposal (in the event the Bidder cannot obtain an original signature from the mediator: a faxed or scanned copy of the form duly signed by the mediator and included within the Bidder's Proposal is acceptable).

The Bidder **MUST NOT** sign the Resource Certification on behalf of the named mediator (unless it is the same person).

Resource Certification

DIAND reserves the right to contact the proposed mediator for the purpose of verifying the accuracy and veracity of the information provided in the Bidder's Proposal. Should DIAND choose to contact the mediator and should he or she 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.

Name of proposed mediator:	
Name of Bidder (if different from proposed Resource):	

By signing below, I do hereby certify that:

- a) I am aware and consent to the inclusion of my name and CV within the Bidder's Proposal submitted in response to DIAND's RFP for Mediation Services – Standing Offer Agreement;
- b) I acknowledge and accept that as a Resource proposed within this Bidder's Proposal, I cannot be proposed under more than one (1) Bidder's Proposal;
- c) I have reviewed my information contained within Proposal Form A and my CV and certify it to be true and free from error.

Name	_____
Telephone	_____
Signature	_____
Date	_____

Name of proposed mediator:				
Date	Type of Mediation <i>Also indicate if remunerated by fee or by salary</i>	Description of case <i>Bidders should indicate when and how the case involves evaluation factors 'b' and 'c' defined under Point-Rated Criterion R1.</i>	Resource Role <i>Indicate: Primary Mediator; or Sole Mediator (factor 'a' under R1)</i>	CV Reference
The proposed Mediator has the capacity to provide Mediations Services in the following language(s):				
<input type="checkbox"/> French <input type="checkbox"/> English <input type="checkbox"/> Aboriginal Language(s) <i>Specify: _____</i>				
Proficiency in French <u>or</u> English is mandatory for all Resources.				

4.1.3 Financial Evaluation

There will be no price of services rating or scoring for this RFSO. The price of services has been established in advance by Canada. The rates have been established by researching similar services.

The mediator will be paid fixed, all-inclusive daily rates as follows, for work performed pursuant to the call-up. It should be noted the rates must exclude Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) and expenses. Any amounts for taxes, additional travel, living, administrative or other expenses will be added by DIAND at the time of the Call-up.

Contract Period	Fixed Daily (based on 8.0 hour day) Rate
Year 1	C\$1750
Year 2	C\$1750
Option Year(s)	C\$ as per Consumer Price Index (CPI)

Bidders **MUST** submit **Annex "B"** that provides confirmation of the acceptance of the price of services based on the predetermined pricing established by Canada. (See mandatory requirement M4).

4.2 Basis of Selection

- 4.2.1 Only compliant Proposals will be considered.
- 4.2.2 Only Proposals that have met all Mandatory Requirements, and have achieved or exceeded the required minimum scores for the Point-Rated Criteria will be considered.
- 4.2.3 DIAND intends to award multiple SOAs on a regional basis to the Bidders representing Best Value, as determined in accordance with the Selection and Evaluation Criteria of this RFSO. **Best Value shall be defined as the highest technical scores.**

4.2.1 DIAND seeks to award Standing Offer Agreements (SOAs) for individual mediators within each of the four (4) regions, as follows:

Pacific Region	The entire province of British Columbia and the Yukon Territory	Up to four (4) SOAs
Western Region	The entire provinces of Alberta, Manitoba and Saskatchewan and the Northwest Territories	Up to four (4) SOAs
Ontario Region	The entire province of Ontario and the Nunavut Territory	Up to four (4) SOAs
Quebec and Atlantic Region	The entire provinces of Quebec, Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland including Labrador	Up to three (3) SOAs

4.2.2 Under any SOA, mediators may not be restricted to deliver solely within their Region in the event that additional resources are needed in alternate Regions.

4.2.3 In the event that some regional lists do not achieve the desired number of SOAs, DIAND reserved the right to make additional SOA awards in other regions in order to achieve the desired total number of SOA required.

4.2.4 In a companion Request for Proposals (RFP) solicitation 1000183367, DIAND is seeking to establish up to twenty five (25) Standing Offer Agreements.

In the event that less than twenty five (25) Standing Offer Agreements are awarded under the companion solicitation 1000183367 to this solicitation, DIAND may increase the number of competitively awarded Standing Offer Agreements under this solicitation up to a total of forty (40) Standing Offer Agreements overall.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1. Certifications Precedent to Issuance of a Standing Offer

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

5.1.1 Integrity Provisions - Associated Information

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

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

5.1.3 Additional Certifications Required Precedent to Issuance of a Standing Offer

5.1.3.1 Status and Availability of Resources

SACC Manual Clause M3020T (2016-01-28) Status of Availability of Resources – Standing Offer.

5.1.3.2 Education and Experience

SACC Manual Clause M3021T, 2012-07-16, Education and Experience.

5.1.3.3 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, Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Bidder 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 Bidder 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 Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder 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 Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.
7. If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

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

Printed name of owner and/or employee

Signature of owner and/or employee

Date

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*.

1. 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.
2. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

5.2 Certifications Required with the Offer

5.2.1 Offerors must submit the following duly completed and signed certification with their offer:

Certificate of Independent Bid Determination attached hereto as Annex "D".

PART 6 - SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

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

6. ***For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:***

In order to demonstrate compliance with this requirement, and, for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder's proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:

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

For Contractors and Proposed Resources Not Currently In Possession of a Valid Government of Canada Security Screening, at a Minimum Level of Reliability:

At the time of proposal submission, Bidders **MUST** complete and submit the following certification:

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

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

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

- 6.2 For additional information on security requirements, 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.

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

7.2.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Standing Offer.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PSPC FILE # 1000183366

- 1.** The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada(PWGSC).
- 2.** The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CISD/ PWGSC.
- 3.** The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store PROTECTED information until the CISD/ PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B** (including an IT Link at the level of B).
- 4.** Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
- 5.** The Contractor/Offeror must comply with the provisions of the:
 - (a)** Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - (b)** Industrial Security Manual (Latest Edition)

7.2.2 Offeror's Sites or Premises Requiring Safeguarding

7.2.2.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

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

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2005 (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 award to March 31, 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 (1) year option period under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

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 Contracting Authority

The Contracting Authority is:

Name: Céline Viner
Title: Senior Procurement Expert
Department of Indian Affairs and Northern Development
Directorate: Materiel and Assets Management Directorate
Address: 10 Wellington Street, 13th Floor
Gatineau, QC K1A 0H4

Telephone: 819-994-7304
Facsimile: 819-953-7721
E-mail address: celine.viner@aadnc-aandc.gc.ca

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

7.5.2 Departmental Authority (To be identified at SOA award)

The Departmental Authority is:

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

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

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

7.5.3 Project Authority

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

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

7.5.4 Offeror's Representative (To be identified at SOA award)

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

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

7.8 Number of Standing Offers

A maximum of fifteen (15) Standing Offers will be issued.

In a companion Request for Proposals (RFP) solicitation 1000183367, DIAND is seeking to establish up to twenty five (25) Standing Offer Agreements.

In the event that less than twenty five (25) Standing Offer Agreements are awarded under the companion solicitation 1000183367 to this solicitation, DIAND may increase the number of competitively awarded Standing Offer Agreements under this solicitation up to a total of forty (40) Standing Offer Agreements overall.

7.9 Call-up Allocation and Procedures

7.9.1 The work will be allocated based on the following criteria:

- a) language requirements of the negotiating table;
- b) suitability and acceptability of the mediator to all parties involved in the mediation (including the absence of or the appearance of conflict of interest on the part of the Contractor);
- c) location of the services to be delivered (4 regional lists);
- d) the availability of the mediator at time negotiating parties seek mediation services; and
- e) the estimated cost to complete the work.

Given the sensitivity, diversity and complexity of the nature of the services covered under this Request for Standing Offer Proposals, to respond to a request for mediation services, CATMD will forward the full regional list of qualified mediators from which the negotiating parties will select a mediator who is mutually acceptable, and who will be issued a Call-up. The negotiating parties reserve the sole right for final selection of the mediator who will be issued a Call-up.

- 7.9.2** Individual Mediators on the regional list will have their biography packages submitted to the mediation table for review by the negotiating parties to help them choose.
- 7.9.3** Due to the nature of the specific requirements, parties to the mediation reserve the right to conduct an interview with the mediator and/or to request additional background information and verify Contractor organization references prior to any assignment to a task. All costs incurred resulting from interviews will be at the Contractor's expense. DIAND suggest that the interview be conducted via phone or video conference. DIAND will repeat the process as listed in 7.9.2 and 7.9.3 until a mediator has been selected by and for the mediation table.
- 7.9.4** Should the Contractor be authorized to provide services under any resulting Call-up, the Contractor shall certify the following prior to accepting the Call-up:
- a) that it shall maintain the confidentiality of all information, documents, and material, whether in oral, written, or machine readable form furnished by DIAND or any other parties to the mediation and shall not communicate such information, documents or materials to any third party without the prior consent of DIAND or any other parties to the mediation;
 - b) that it does not possess any real or perceived conflict of interest that may result in:
 - an interference with the objectivity with which the Contractor is expected to exercise responsibilities and duties under the Call-up; and/or
 - an advantage (e.g. a political benefit) or material gain to the Contractor and/or the business of any third party.
- Should any conflict of interest so arise over the course of the Call-up, the Contractor shall declare it immediately to the Departmental Representative and the parties to the mediation.
- 7.9.5** For each Call-up, the Departmental Representative will provide the Contractor with the initial details of the mediation session(s) to be performed (detailed information on the issue for which the mediator is invited to the table will be provided by the parties), the working language(s) of the negotiation table, the deliverables to be submitted within the scope of the Call-up, and the required completion date(s).
- 7.9.6** If mediation services are delivered within a Comprehensive Land Claims Agreement area, the mediator shall make best effort to enhance participation of local Land Claims beneficiaries (e.g. through suppliers, services, etc.) as per the relevant chapter(s) of the applicable agreement(s).
- 7.9.7** The Contractor shall provide MSU with a Call-up Proposal. The Proposal should include information regarding the Mediator's availability to do the project, how the Mediator proposes to proceed with the required session(s), and the estimated cost. Any such Proposal is subject to the approval of the Departmental Representative. Submission of a Call-up Proposal does not obligate DIAND to enter into a Call-up with the Contractor.
- 7.9.8** The total cost for the services required under the Call-up shall be determined by utilizing the applicable rate(s) established within the SOA.
- 7.9.9** Upon agreement, the Contractor will be authorized by the Departmental Representative to proceed with the work by issuance of a signed Call-up document. The Contractor shall not commence work until such time.

7.10 Call-up Instrument

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

7.11 Limitation of Call-ups

Each individual call-up issued pursuant to the standing offer must not exceed the limit of \$75,000.00, applicable taxes included.

7.12 Financial Limitation (Removed)

7.13 Priority of Documents

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

- a) the Call-up against the Standing Offer, including any Annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the Supplemental General Conditions 4007; (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- e) the General Conditions 2010B (2016-04-04) General Conditions – Professional Services (Medium Complexity)
- f) Annex "A", Statement of Work;
- g) Annex "B", Basis of Payment ;
- h) Annex "C", Security Requirements Check List;
- i) The Offeror's offer dated (to be identified at SOA award).

7.14 Certifications and Additional Information

7.14.1 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

7.14.2 SACC Manual Clauses

M3020C (2016-01-28) Status of availability of resources – Standing Offer.
M3000C (2014-11-27) Aboriginal Business Certification

7.15 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 _____ (to be identified at SOA award).

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)".

7.2.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in the Foreground Information.

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

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

7.5.1 Basis of Payment

7.5.1.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **(to be identified at SOA award)** 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.

7.5.1.2 Travel and Living Expenses

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

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

All payments are subject to government audit.

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

7.5.1.3 Travel Time

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

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

Where the time traveled is more or less than a day, per diem rates will be converted to hourly rates based on a 8.0 day when calculating reimbursement costs.

7.5.1.4 Other Direct Expenses

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

Estimated Cost: not to exceed \$100.00 per call-up. \$ _____.(to be identified at SOA award)

7.5.2 Method of Payment

One of the following methods of payment will form part of the resulting Contract:

7.5.2.1 Single Payment

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

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

OR

7.5.2.2 Monthly Payment

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

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

- c. the Work performed has been accepted by Canada.

7.5.3 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.

7.5.4 T1204 - Direct Request By Department

7.5.4.1 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

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

7.6 Invoicing Instructions

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

SACC Manual clause G1005C (2016-01-28) Insurance

7.8 SACC Manual Clauses

A3000C (2014-11-27) Aboriginal Business Certification

7.9 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.

7.10 Federal Contractors Program for Employment Equity - Default by the Contractor (Removed)

7.11 Joint Venture

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

[List Joint Venture members]

7.11.2 _____ 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;

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

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

7.11.5 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

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

ANNEX "A"

STATEMENT OF WORK

SW1 TITLE

- 1.1 Mediation Services – Standing Offer Agreements

SW2 BACKGROUND

- 2.1 The Department of Indian Affairs and Northern Development (DIAND) has an Aboriginal mandate and a northern mandate, both of which aim to support Aboriginal people and Northerners in their efforts to: improve social well-being and economic prosperity, develop healthier, more sustainable communities, and participate more fully in Canada's political, social and economic development – to the benefit of all Canadians. In its Aboriginal mandate, DIAND has identified several areas of action like economic development, settlement of claims and reconciliation. To help achieve those objectives, among other activities, DIAND negotiates and implements land claim and self-government agreements on behalf of the Government of Canada (GoC). The Department is also responsible for fulfilling obligations in historic treaties.
- 2.2 In general, there are two types of Aboriginal claims in Canada that are commonly referred to as "land claims" - comprehensive claims and specific claims. Comprehensive claims arise in areas of Canada where Aboriginal land rights have not been dealt with by past treaties or through other legal means. In these areas, forward-looking modern treaties can be negotiated between the Aboriginal group, Canada and the province or territory. Specific claims deal with past grievances of First Nations related to Canada's obligations under historic treaties or the way it managed First Nations' funds or other assets. To honor its obligations, Canada negotiates settlements with the First Nation and (where applicable) provincial and/or territorial governments.
- 2.3 The GoC prefers to resolve these claims by negotiating settlements with Aboriginal groups. Negotiations leading to "win-win" solutions bringing benefits and certainty for all Canadians.
- 2.4 On June 12, 2007, the former government announced *Justice at Last: Specific Claims Action Plan*, which outlined plans to accelerate the resolution of specific claims in order to provide justice to First Nation claimants and certainty for government, industry and all Canadians. This *Action Plan* recognized that fundamental changes in the specific claims process are required, not only to provide credibility to the process but also to equip government with sufficient financial and human resources to accelerate the resolution of specific claims. The *Action Plan* is intended to ensure impartiality and fairness, greater transparency, faster processing and better access to mediation.
- 2.5 A key element of Canada's *Action Plan* is ensuring that negotiating parties have access to independent mediation services.
- 2.6 DIAND determined that the provision of independent mediation services will be provided through an administrative Mediation Services Unit (MSU) located in the Claims Assessment and Treaty Mechanisms (CATMD) to ensure a cost-effective and efficient approach. All mediation services will then be contracted by the Unit to independent external mediators upon agreement of the parties at the negotiation table, which may include any province/territory party to the claim. DIAND is ensuring the required independence of the neutral third-party by creating a regionally diverse pool of external mediators through this open and competitive Request Standing Offer Agreements. This will result in ready access to mediators with objectively verified and adequate levels of training and experience. The principles of independence, impartiality, accessibility and partnership will guide the mediation process.

SW3 OBJECTIVE

- 3.1 DIAND has identified a requirement for external Contractor services to fulfill requirements for Mediation Services in support of various negotiation processes in order to surmount specific impasses, thereby accelerating the resolution of land claims, self-government negotiations and other issues in Crown – Aboriginal relations.
- 3.2 DIAND will establish Standing Offer Agreements (SOAs) for individual mediators within each of the four (4) regions, as follows:
 - Pacific Region
 - Western Region
 - Ontario Region
 - Quebec and Atlantic

SW4 DEFINITIONS AND APPLICABLE DOCUMENTS

4.1 Definitions

- 4.1.1 The following definitions and acronyms are relevant to and form part of this Statement of Work (SOW). The list is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this SOW. Questions of interpretation may be directed to the DIAND Contracting Officer.

<u>Term/Acronym</u>	<u>Definition</u>
Call-up	<p>Under a valid SOA, a document prepared by the DIAND Departmental Representative and issued by the DIAND Contracting Authority to the Contractor, through which DIAND will acquire the required services; and which will contain requirements for the provision of said services, which will be consistent with the SOW, and may consist of any combination of the required services and deliverables defined in sections SW6 and SW7.</p> <p>Upon acceptance of the Call-up by the Contractor, the Call-up forms a binding agreement.</p>
CATMD	Claims Assessment and Treaty Mechanisms Directorate
Civil Mediation	Civil Mediation involves the mediation of a broad range of civil/non-family disputes. In this SOW DIAND's understanding of civil mediation relates to mediation dealing with complex issues such as aboriginal issues related to land claims, self-government and comprehensive land claims negotiations. Complex civil mediations often involve multiple parties and / or multiple issues.
Contracting Authority	The Contracting Authority shall be the sole authority on behalf of Canada for the administration and management of the SOA. Any changes to the SOA must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of the SOA based on written requests from any government personnel other than the Contracting Authority.
Contractor	A qualified supplier selected pursuant to the present competitive selection process, who is a party to a SOA.

- *The Government of Canada's Approach to Implementation of the Inherent Right and the Negotiation of Aboriginal Self-Government*, 1995,
[<http://www.ainc-inac.gc.ca/al/lde/ccl/pubs/sg/sg-eng.asp>].

SW5 BUSINESS AND TECHNICAL ENVIRONMENT

5.1 Business Environment

5.1.1 DIAND CATMD is located within the National Capital Region (NCR). The Directorate operates within a standard office environment and maintains regular working hours (Monday to Friday, 08:00 to 17:00 Eastern Time, excluding statutory and government holidays).

5.1.2 The Contractor shall be available to provide services to DIAND in relation to this requirement during the Directorate's regular working hours, as identified above. Some after-hours work is anticipated.

5.2 Technical Environment

5.2.1 The Contractor shall ensure that all written deliverables and services provided are in conformance with DIAND's standard desktop operating software, currently, Microsoft Office 2010 Suite (including Word, Excel, and PowerPoint).

SW6 DESCRIPTION AND SCOPE OF WORK

6.1 Mediation is a voluntary confidential process in which an acceptable, impartial and neutral third party (the mediator) who has no authoritative decision-making powers facilitates communication and assists disputants to participate in interest-based negotiations to find mutually acceptable solutions to the issue(s) in dispute. The process requires that the parties involved commit to full and complete participation. A mediator will only be engaged after the parties to a negotiation have voluntarily agreed to seek mediation services and have jointly selected a mediator and determined the scope of the mediation services to be provided.

6.2 The task of the mediators will include, but may not be limited to, preparing and conducting mediation sessions and reporting on the progress and results of those sessions to all parties. The mediator is to provide a forum where the parties can construct their own mutual agreement. To do so, the mediator may attempt the following:

- a) Encourage information sharing;
- b) Identify and narrow issues;
- c) Help the parties understand each other's view;
- d) Promote a productive level of discussion;
- e) Shift the focus from the past to the future;
- f) Shift the focus to one of blame to a creative exchange between the parties;
- g) Encourage flexibility and creativity; and
- h) Help parties realistically evaluate alternatives.

6.3 The parties alone determine whether to settle and on what terms. The mediator does not impose a decision. The mediator must remain impartial; he or she has no authority to either make decisions or represent the interests of any of the parties. The mediator has no duty to assert or protect the legal rights of any party.

6.4 As a voluntary process, each party has the right to withdraw from the mediation at any time. As well, mediators may determine that it is appropriate to end the mediation at any time.

- 6.5 Mediation is a confidential process to the extent possible under the Access to Information Act <http://laws-lois.justice.gc.ca/eng/acts/a-1/> . All communications at a mediation session are deemed to be settlement discussions without prejudice. The mediator will not disclose to anyone who is not present during the mediation anything said or submitted by the parties unless disclosure is allowed by parties, required by law, or there is a threat to human life or safety that might result from not disclosing the information.
- 6.6 Mediation generally takes place in joint session. However, at the discretion of the mediator, or at the request of a party, separate meetings (caucuses) may be held. Confidential information revealed to the mediator by one party during a caucus may only be disclosed with the consent of that party.
- 6.7 The mediator is not considered competent nor is compellable as a witness in any civil proceedings respecting information obtained in the discharge of his or her duties under a Call-up.
- 6.8 Any notes prepared by or written by the mediator for the negotiating parties do not form part of the official record and will not be placed on any of DIAND's MSU official files.
- 6.9 Mediation processes may vary depending on the degree to which positions have hardened the personalities of the people involved and the complexity of the issues. The precise form the work is to take will be determined by the specifics of the file and by the applicable mediation process stages.
- 6.10 Successful mediations involve a series of five steps:
- a) Agreeing to mediate;
 - b) Understanding the problem(s);
 - c) Generating options;
 - d) Reaching agreement; and
 - e) Implementing the agreement.
- 6.11 Mediators will be asked to follow basic principles of ethical standards for third-party neutrals.

SW7 DELIVERABLES

- 7.1 All written material shall be provided in hard and/or electronic copy as requested by the Departmental Representative and prepared in accordance with the instructions provided by the Departmental Representative. Unless otherwise specified, the electronic copy shall be provided in the Department's current version of Microsoft Office.
- 7.2 In accordance with the activities defined in *SW6 Scope of Work* and *SW9 Contractor Resource Requirements*, and the specific requirements of any Call-up drawn up under the SOA, required deliverables and their content, format, and submission dates for the delivery of each milestone (interim/progress/final reports) outlining the work done by a mediator and for which payment is made will be specified by DIAND at the time of each defined task under the resulting Call-up.
- 7.3 Specific deliverables may include, but are not limited to, any combination of the following:

A) Deliverables sent to all parties, including to the MSU for administrative purposes:

Agreement to Mediate	A copy of a signed Agreement to Mediate should be sent to MSU.
Confirmation Report	Prior to meeting(s) with the parties, the Mediator shall confirm with MSU the schedule, location and participants to the planned mediation session(s).
Status Report	Toward the end of the allocated mediation timeframe, or immediately following the expiry of the allocated time period, the Mediator shall advise MSU whether the mediation was successful, and whether both parties have agreed that the process has been progressing to their satisfaction and that both parties wish to continue working toward a resolution.
Final Report	Following the completion of mediation services, a final report outlining the details of the process followed, mandate terms, general and specific results of the process (respecting the confidentiality rule).

B) Deliverables prepared for and sent only to the parties participating to the mediation:

Rolling drafts	As, and if, requested by the parties, the mediator may help parties to draft a tentative settlement agreement or other types of document to assist the parties reaching resolution.
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C) If requested by the parties (or the MSU in the case of a development report) and if the mediator possesses the skills, experience and knowledge to deliver other specific services such as:

Expert Opinion Report	As, and if, requested by the parties, and where a mediator was selected to mediate a session based on that mediator's specific area of expertise and specialization, an expert opinion report for review by the parties only.
Evaluation Report	As, and if, requested by the parties, a non-binding, neutral evaluation of the situation/issues for review by the parties only.
Development Report	As, and if, requested by the MSU, a report on any research and development activities undertaken for the development of mediation tools, processes, guidelines, templates, handbooks, etc. These reports will be utilized to ensure continuous improvement and relevance of the MSU activities.

SW8 REPORTING REQUIREMENTS

- 8.1 The Contractor shall facilitate and maintain regular communication with the DIAND Departmental Representative and MSU staff (as required) throughout the duration of the resulting Call-up.
- 8.2 Specific Contractor reporting requirements and obligations will be further identified by DIAND within resulting Call-up documents, and may include, but not be limited to, any of the following:
 - 8.2.1 Status and Activity Reports: Accompanying monthly invoices, a detailed timesheet showing hours spent during the monthly period related to specific Mediation Session(s)/Call-up(s) for which the invoice is being submitted;
 - 8.2.2 Verbal reports, as required, with the Departmental Representative on issues related to contract

management and Mediation Session logistics. Contractors will be expected to keep the Departmental Representative and MSU staff apprised of any issues related to work performed pursuant to a Call-up or of any issues pertaining to the Contractor's SOA, as they become known.

SW9 CONTRACTOR RESOURCE REQUIREMENTS

9.1 The following table defines the minimum qualifications for the Mediators. At a minimum, Mediators shall meet the stated minimum qualifications and required experience, as defined herein, in order to deliver service in accordance with the Call-up.

MEDIATOR
<p><u>I. MINIMUM EXPERIENCE</u></p> <p>a) Conducted at least six (6) civil mediations as a primary mediator (i.e. for which the mediator was directly responsible for leading the meetings) or sole mediator, completed within the last fifteen (15) years; AND</p> <p>b) At least three (3) of the civil mediations conducted must have been "fee paid", remunerated either by fee or by salary for services rendered; AND</p> <p>c) Some mediation work experience:</p> <ul style="list-style-type: none"> • in an intercultural environment; • with governmental policy frameworks (the parties involved in the mediation may, but do not have to, include government); • with interest-based negotiations; • in multi-party (3 parties or more) mediation. <p><u>II. REQUIRED EDUCATION AND/OR INSTRUCTION</u></p> <p>a) Ten (10) days (approx. 80 hours) of study and training in mediation; AND</p> <p>b) Ten (10) days (approx. 80 hours) of study and training in alternative dispute resolution; AND</p> <p>c) Completed post-secondary education.</p> <p style="text-align: center;">- OR -</p> <p>a) Ten (10) days (approx. 80 hours) of delivery of formal training as an instructor in mediation; AND</p> <p>b) Ten (10) days (approx. 80 hours) of delivery of formal training as an instructor in alternative dispute resolution; AND</p> <p>c) Completed post-secondary education.</p> <p>*The Department reserves the right to contact proposed mediators to verify stated credentials. In those cases, mediators will have to provide evidence supporting those credentials.</p>

- 9.2 The Contractor shall provide the services of the resource named in the SOA to perform the Work.

SW10 PERFORMANCE AND QUALITY STANDARDS

- 10.1 In providing services to DIAND, as described in *SW6 Description and Scope of Work* and *SW7 Deliverables*, the Contractor shall, at a minimum, conform to the following performance standards and quality assurance requirements:

10.1.1 **Efficient time management**

The selected mediator will meet with the parties to establish a schedule of milestones and reporting for the work to be completed on the basis of its congruence with the conditions of the Call-up (i.e. parties' availability and expectations). The Contractor shall deliver the services by the deadlines mutually agreed upon and established by the parties. Every effort will be made to ensure that the deadlines established are reasonable.

10.1.2 **Neutral Deliverables**

The Contractor shall ensure that all deliverables provided respect the principles of neutrality and confidentiality.

10.1.3 **Quality Assurance**

The Contractor shall apply a rigorous quality assurance methodology to ensure the quality and completeness of all deliverables submitted and the accuracy and relevancy of all services provided.

10.1.4 **Availability**

The Contractor shall be available to perform the work and complete the services defined under any Call-up awarded to the Contractor.

- 10.2 DIAND reserves the right to verify the accuracy and completeness of all deliverables, documentation and services rendered by the Contractor. Should any deliverable or service provided not be to the satisfaction of the Departmental Representative, as submitted, the Departmental Representative will have the right to reject it or to require correction by the Contractor before any payment to the Contractor will be authorized by DIAND.

- 10.3 In the event that the Contractor fails to comply with the standards identified herein and the conditions of the Call-up, as identified in the Departmental Representative's review of the Contractor's work, DIAND reserves the right to terminate the Call-up and award a Call-up to another qualified Contractor in order to complete the work. **Key performance conditions are:**

- a) Ability to design and implement effective mediation process that is balanced, unbiased and fair to all participants;
- b) Ability to maintain, establish or strengthen relationships of trust and respect between the parties; and
- c) Ability to maintain empathy with difficult parties and to manage interaction between parties.

- 10.4 In the event that services rendered or deliverables submitted by the Contractor are consistently not in compliance with the requirements of a Call-up and the terms and conditions of the SOA, the Departmental Representative will document any such non-compliance by the Contractor and provide a copy of any such documentation to the

Contractor for review, prior to the filing of this documented Non-Compliance Notice by DIAND against the Contractor's SOA. More than two (2) Non-Compliance Notices against a Contractor's SOA may result in the non-extension of the Contractor's SOA (see *SW14 SOA Duration*) and/or refusing of future Call-up awards to the Contractor, at no penalty to DIAND.

SW11 CONTRACTOR RESPONSIBILITIES

- 11.1 In addition to the work described in *SW6 Scope of Work*, and the deliverables described in *SW7 Deliverables*, the Contractor's responsibilities within a Call-up may include, but not be limited to, any of the following, as defined within a Call-up document:
 - 11.1.1 The task of the mediators will include, but may not be limited to, preparing and conducting mediation sessions and reporting on the progress and results of those sessions to all parties.
 - 11.1.2 Contacting the parties to organize the location of the mediation session. In arranging the venue for the mediation, the mediator and the parties will ensure that the facility chosen is appropriate for conducting mediation (e.g. caucus rooms for the parties).
 - 11.1.3 Conducting the mediation session in accordance with the Agreement to Mediate, and any applicable MSU mediation directives or guidelines, as defined herein or within any resulting Call-up;
 - 11.1.4 Where applicable, finalizing the settlement agreement by ensuring that the settlement agreement is duly signed by the parties;
 - 11.1.5 Ensuring that the mediator and the parties complete the Evaluation Form prior to the end of the last mediation session; and
 - 11.1.6 Reporting to the MSU as to whether a settlement was reached or not.
- 11.2 Following SOA Award, the Contractor shall provide DIAND with a 1-2 page biography on the mediator's areas of expertise and experience, in addition to a list of clients (subject to consent/confidentiality agreements). For all mediators on the regional list, this information will be provided by MSU to the negotiating tables (refer to 7.9 of Part 7 – Standing Offer and resulting Contract).
- 11.3 The management by the Contractor of service delivery to DIAND in relation to the SOA shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or federal government regulations, policies and procedures.
- 11.4 It is the responsibility of the Contractor to, at all times, conduct itself and to ensure the performance of its personnel in accordance with the terms and conditions of the SOA and any resulting Call-up, and in accordance with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndf-cndct/contexte-context-eng.html>).
- 11.5 The Contractor shall ensure that the deployed Mediator is properly qualified and equipped to fulfil their responsibilities.
- 11.6 As required, the Contractors will be expected to provide their own tools and/or equipment needed to complete their work under a Call-up (e.g. flipcharts, computer, etc.).
- 11.7 The Contractor shall be responsible for making their own travel arrangements to the site location.

SW12 DEPARTMENTAL SUPPORT

- 12.1 As required for the successful provision of Mediation Services, the Departmental Representative will provide the Contractor with access to:
 - 12.1.1 The Call-up(s) via e-mail, facsimile or mail, which will contain the instructions for the services required;
 - 12.1.2 The Departmental Representative, MSU contacts, and any names and telephone numbers of required Departmental/federal/provincial/aboriginal contacts;
 - 12.1.3 Access to relevant documentation and reference materials to which the Contractor would not otherwise have access, including mediation parties' written assessment of claim issues (where applicable);
 - 12.1.4 Comments and revisions on the Contractor's draft deliverable submissions, if applicable, within the timeframe mutually agreed to by the Contractor and the Departmental Representative; and
 - 12.1.5 Other assistance and support as appropriate.

SW13 RISKS AND CONSTRAINTS

- 13.1 The Specific Claims process, specifically its negotiation timeframe, could result in significant time constraints for mediators. The 2008 legislation creating the independent Specific Claims Tribunal introduces a new accountability tool: timeframes. First Nations have the right to appeal to the Tribunal if a final settlement has not been reached after three years of negotiations. These constraints could impact any aspect of the mediation process, from the allocation of work under Call-up, to limiting the duration of time allotted for conducting a mediation process. The Contractor shall be responsible for managing their work around these constraints.
- 13.2 In some instances mediators may have to work in remote First Nations or Aboriginal communities.

SW14 LOCATION OF WORK AND TRAVEL

- 14.1 The work location under the resulting SOAs will be variable. Mediation shall take place preferably at a neutral site, to be agreed upon by the parties involved. Where the Contractor's premises are considered adequate with respect to its physical characteristics and acceptable to both parties, work may take place at the Contractor's premises.
- 14.2 Some work, including development of Reports (see *SW7 Deliverables*) is expected to be completed at the Contractor's place of business.
- 14.3 It is anticipated there may be some travel across Canada, subject to the mutual agreement of the parties involved. If travel is necessary to meet a request for mediation, all Mediator travel must be authorized in advance by the Departmental Representative and shall be undertaken in accordance with the Treasury Board Travel Directive.
- 14.4 In the event DIAND requests a mediator to provide services where work is occurring more than 100 km from the business place of the mediator, the Department will reimburse **previously** authorized travel expenses in accordance with the Treasury Board Travel Directive.

SW15 LANGUAGE OF WORK

- 15.1 As a Department of the federal government, DIAND is required under the *Official Languages Act* to provide its services in either Official Language of Canada.
- 15.2 At a minimum, Contractor resources shall be able to provide full services to DIAND in English or French.
- 15.3 Language requirements for individual Call-ups will be dependent on the working language(s) of the negotiation table. Language capabilities of qualified Mediators will be considered when allocating work via a Call-up. Capacity to conduct mediations in French could facilitate the allocation of a SOA in the Quebec and Atlantic Canada regional list.

SW16 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.
- b) It is desirable that the Offeror, in the provisioning of services, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Offeror or procured by the Offeror for Government of Canada customers.
- c) The Offeror is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Offeror and used to deliver the Service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.

**ANNEX "B"
BASIS OF PAYMENT**

**CONFIRMATION OF ACCEPTANCE OF THE PREDETERMINED
PRICE OF SERVICES**

The Bidder agrees that if it is awarded a Standing Offer Agreement and receives any call-ups, that it will be paid as follow:

The mediator will be paid fixed, all-inclusive daily rates as follows, for work performed pursuant to the call-up. It should be noted the rates must exclude Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) and expenses. Any amounts for taxes, additional travel, living, administrative or other expenses will be added by DIAND at the time of the Call-up.

Contract Period	Fixed Daily (based on 8.0 hour day) Rate
Year 1	C\$1750
Year 2	C\$1750
Option Year(s)	C\$ as per Consumer Price Index

Legal Name of Business ("Bidder")

Date

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Government of Canada /
Gouvernement du Canada

RECEIVED
APR 08 2016

Contract Number / Numéro du contrat 1000183365
Security Classification / Classification de sécurité UNCLASSIFIED

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

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



Contract Number / Numéro du contrat 1000163386
Security Classification / Classification de sécurité UNCLASSIFIED

PART 1 - GENERAL INFORMATION / PARTIE 1 - RENSEIGNEMENTS GÉNÉRAUX

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

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

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

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

PART 2 - PERSONNEL SECURITY SCREENING / PARTIE 2 - NIVEAU DE CONTRÔLE DE LA SÉCURITÉ DU PERSONNEL REQUIS

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

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

Special comments:
Commentaires spéciaux:

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

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

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

PART 3 - INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessus pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE			NATO				CONSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMINT TOP SECRET / COMINT TRÈS SECRET	PROTECTED / PROTÉGÉE			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	
							NATO DIFFUSION RESTRICTED	NATO CONFIDENTIAL			A	B	C				
Information / Aspects Paramétrage / Sans Production		✓															
IT Media / Support TI		✓															
IT Link / Lien Médium		✓															

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

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

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

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



Aboriginal Affairs and Northern Development Canada

IT Security Safeguard Requirements

Contractor Name	RFP
Contract Number	1000183366
Document Number:	
Date:	August 8, 2016
Designation / Classification	Unclassified



Overview

In accordance with the Security Requirement Checklist (SRCL) for contract 1000183366, the contractor will access, store and transmit up to Protected B data. It is the contractor's responsibility to ensure that this information remains secure at all times by complying with the Treasury Board's Policy on Government Security (PGS) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=16578>), the Management of Information Technology Security Standard (MITS) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328§ion=text>) and Aboriginal Affairs and Northern Development Canada's (AANDC) Information Security Requirements listed within this document.

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

The contractor will be provided a copy of this document and will therefore be aware of these security requirements as well as his or her responsibility to:

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

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

Possession, Transportation and Processing of Electronic Departmental Data

When there is a requirement for the contractor to transport, process or electronically store departmental information, the contractor must ensure that the data remains secure at all times no matter what level of confidentiality the information is by adhering to the following requirements:

- Computing devices used to process AANDC data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process AANDC data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://www.cse-cst.gc.ca/en/node/270/html/10572>);
- Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

Physical Storage of Departmental Data

When there is a requirement for the contractor to store electronic departmental data on their premises, the contractor must ensure that the data remains secure when not in use by adhering to the following requirements:

- The encrypted portable media device(s) must be physically stored within an appropriate security container in accordance with the highest level of information sensitivity that is stored on the device. Such a security container must be present on the contractor's premises (Pro A and B = Padlock security Container / Pro C and Secret Integrated Dial Lock security container - refer to http://www.rcmp-grc.gc.ca/ts-st/reslim/pubs/seg/html/home_e.htm for more information).

Electronic Transmission of Departmental Data

When there is a requirement to electronically transmit departmental data between the contractor and AANDC, the contractor must ensure that only the approved method is used based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with AANDC personnel. The use of electronic transmission methods other than those listed below is prohibited.

Note: The department has Certified and Accredited its remote connectivity services for access to and/or transmission of information up to Protected B. AANDC accepts any residual risk for their use during the contract. Therefore, an IT inspection by PWGSC to verify remote access services is not required.

Classification Level	AANDC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to AANDC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc); • Each user has their own corporate e-mail account which is protected with a username and password; and • Email server communication is protected with TLS encryption.
	Fax	<p>The Contractor can transmit Protected A Data to AANDC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The sending fax machine is located on the contractor's premises; • The sender contacts the recipient to confirm fax number and advise recipient of incoming fax; • Recipient is present at the fax machine ready to receive fax; and • Sender obtains confirmation from sender of receipt.
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing AANDC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> • The administrator user name and password must be changed from their default values; • The network name (SSID) has been changed from its default value; and • WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:

		<ul style="list-style-type: none"> ○ Must be 8 characters or longer; ○ Have at least one upper case character; ○ Have at least one lower case character; ○ Have at least one numeric character; and ○ Have at least one allowed special character
Protected B	Encrypted and Digitally Signed eMail	<p>The Contractor can transmit Protected B Data to AANDC personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:</p> <ul style="list-style-type: none"> • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc); • Each user has their own corporate e-mail account which is protected with a username and password; • The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and • Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings: <ul style="list-style-type: none"> ▪ One of the following encryption algorithms is used: <ul style="list-style-type: none"> ○ 3DES-168 Bit or higher ○ AES-128 Bit or higher ▪ Digitally signed with one of the following algorithms: <ul style="list-style-type: none"> ○ RSA (Rivest, Shamir, Adleman) ○ DSA (Digital Signature Algorithm) ○ ECDSA (Elliptic Curve Digital Signature Algorithm) ▪ One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> ○ SHA-224 ○ SHA-256 ○ SHA-384 ○ SHA-512
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing AANDC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> • The administrator user name and password must be changed from their default values; • The network name (SSID) has been changed from its default value; and • WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> ○ Must be 12 characters or longer;

		<ul style="list-style-type: none"> ○ Have at least one upper case character; ○ Have at least one lower case character; ○ Have at least one numeric character; and ○ Have at least one allowed special character
	AANDC Secure File Exchange Service	<p>The Contractor can transmit Protected B Data via AANDC's Secure File Exchange service as long as following requirements are met:</p> <ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to the user by AANDC; and • The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (https://efse-sfee.aandc-aandc.gc.ca/policy/sfe-Acceptable-use-policy.html)
	AANDC Collaboration Service	<p>The Contractor can transmit Protected B Data via AANDC's Collaboration service as long as following requirements are met:</p> <ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to each user by AANDC.
	Fax	<p>The Contractor can transmit Protected B Data to AANDC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The sending fax machines is located on the contractor's premises; • The sender contacts the recipient to confirm fax number and advises recipient of incoming fax; • Recipient is present at the fax machine ready to receive fax; and • Sender obtains confirmation from sender of receipt.

ANNEX "D"

INDEPENDENT BID DETERMINATION CERTIFICATION

(MUST BE SUBMITTED WITH THE PROPOSAL)

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

Corporate Name of Recipient of this Submission

for:

Name and Number of Bid and Project

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

Name of Tendering Authority

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

I certify, on behalf of:

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

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a bid in response to this call for bids;
 - b) could potentially submit a bid in response to this call for bids based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
 - a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a bid; or
 - d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

Printed Name and Signature of Authorized Agent of Bidder

Position Title

Date