



## REQUEST FOR STANDING OFFER

### RETURN BIDS TO:

Bids must be submitted by email and must be submitted **ONLY** to the following email address:

[soumission.bid@aadnc-aandc.gc.ca](mailto:soumission.bid@aadnc-aandc.gc.ca)

### REQUEST FOR STANDING OFFERS

#### Proposal to DIAND:

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indigenous and Northern Affairs Canada, 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.

Title <b>Land Appraisal Services - PSAB</b>	
Solicitation Number <b>1000190024</b>	
Date (YYYYMMDD) <b>2018-01-09</b>	
Solicitation Closes At <b>10:00</b>	Time Zone  <b>Pacific Standard Time (PST)</b>
On (YYYYMMDD) <b>2018-02-19</b>	
<b>Standing Offer Authority</b> Name <b>Kim Fletcher</b>	
Telephone Number <b>(604) 616-4341</b>	
Facsimile Number <b>(604) 666-2485</b>	
Email Address <b>kim.fletcher@canada.ca</b>	
Destination(s) of Services <b>British Columbia</b>	
Security <b>THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS</b>	
<b>Instructions:</b>  See Herein	
<b>Delivery Required</b> See Herein	
<b>Person Authorized to sign on behalf of Vendor/Firm</b>  Name	
Title	

#### Vendor/Firm

Name

Address

Telephone Number

GST/HST Number

QST Number

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

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**TITLE: Land Appraisal Services**

**PART 1 - GENERAL INFORMATION**

**1.1 Introduction**

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

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

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

**1.2 Summary**

- 1.2.1 The Department of Indian Affairs and Northern Development, BC Region (DIAND-BC), on behalf of First Nations throughout British Columbia, requires land appraisals for many purposes including, for the determination of the fair market value of interests on reserve land and non-reserve land, for historical land value appraisals and for periodic rent reviews. In addition, DIAND-BC requires appraisal consulting services, including reviewing appraisals, reviewing and drafting Terms of Reference and advising DIAND-BC on other appraisal and land valuation matters, on an as and when requested basis.

Up to two standing offer agreements may be awarded for an initial two year period, and up to three option year periods.

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1.2.2 "The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers. "

1.2.3 "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*."

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

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

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."

### **1.3 Security Requirement - Removed**

### **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-boia.gc.ca](http://www.opo-boia.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.

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### **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.

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## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (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

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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;



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h) Section 17 is amended as follows:, Subsection 1 c) is revised as follows:

Delete.

1. "A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
3. The offer and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer."

Insert:

1. "A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - . the name of each member of the joint venture;
  - a. the Procurement Business Number of each member of the joint venture;
  - b. the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - c. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.

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3. The offer and any resulting standing offer must be signed by all the members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.”

- i) Section 20 is amended as follows:

Delete: Subsection 2.

## **2.2 Submission of Offers**

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

- 2.2.2 Offers (and any amendments thereto) received after the RFSO closing date and time will **not** be accepted.

- 2.2.3 The total size of the Email, including all attachments, must not exceed 15 megabytes (MB). It is each Offerors responsibility to ensure that the total size of the Email does not exceed this limit.

It is important to note that Email systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of Emails. It is solely the Offerors responsibility to ensure that the Standing Offer Authority receives an offer on time, in the mailbox that has been identified for offer receipt purposes. Date stamps for this form of transmission are not acceptable.

### **2.2.4 Email Submissions**

In the Email containing their offer, Offerors must clearly identify the RFSO number in the Subject Line and must clearly identify the following in the body of the Email:

- Standing Offer Authority:
- Closing Date:
- Offeror's Name and Address
- *“Offer Documents Attached”*

## **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

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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](#).

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#### 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 five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

#### **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 British Columbia.

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

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choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

Canada requests that Offerors provide their offer as separate attachments to their Email as follows:

Attachment I: Technical Offer in PDF format

Attachment II: Financial Offer in PDF format

Attachment III: Certifications

#### **Section I: Technical Offer**

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment". The total 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.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1. Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Bidders' proposals **MUST** meet **ALL** of the Mandatory Requirements in order for their proposals to be considered for further evaluation. Failure on the part of the Bidder to meet any one (1) or more of the Mandatory Requirements will result in their proposal being deemed non-compliant, with the proposal being given no further consideration:

1. For each proposed appraiser resource, bidders must submit with their proposal, a detailed resume including a letter from the Appraisal Institute of Canada (AIC) confirming current good standing of their Accredited Appraiser Canadian Institute (AACI) designation. Each proposed appraiser resource must have a minimum of 5 years experience as an AACI designated appraiser and must have completed a Full Narrative Appraisal Report on reserve land in the past five (5) years. Each proposed appraiser resource that does not meet this mandatory criteria will be deemed non compliant and will be excluded from the bid and will not be eligible to provide services under any resultant Standing Offer;
2. Bidders must submit a copy of a Full Narrative Final Appraisal Report completed within the last twenty four (24) months related to reserve lands; and
3. Bidders must submit with their proposal, a Table of Contents outlining all mandatory requirements and point-rated criteria along with the associated page number for easy reference.

##### 4.1.1.2 Point Rated Technical Criteria

Proposals meeting **ALL** Mandatory Requirements AND with a minimum of one proposed resource appraiser meeting mandatory requirement number ONE above, will be evaluated and point-rated against the following point-rated criteria, using the evaluation factors and weighting indicators specified for each criterion. Evaluation in response to these criteria is based on a "rules of evidence" approach; that is, the DIAND Evaluation Committee may only evaluate a Bidder on the basis of the contents of the Bidder's submitted proposal, and **NOT** on any prior knowledge or experience with the Bidder or the Bidder's work. It is the responsibility of the Bidder to ensure the completeness, clarity, and provision of sufficiently detailed evidence to enable the DIAND Evaluation Committee to evaluate the Bidder's proposal on basis of the criteria contained within.

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	Weights
<b>Category 1: Bidders breadth of experience</b>  <b>Types of Appraisals completed in these areas in the past 5 years: Residential, Commercial, Industrial</b> Appraisals in 1 of the above categories = 5 points Appraisals in 2 of the above categories = 10 points Appraisals in all three of the above categories= 15 points	
	<b>/15</b>
<b>Category 2: Bidders Sample of Final Report</b>  Bidders must include a sample of a Full Narrative Final Appraisal Report prepared within the last twenty four (24) months on reserve land and submitted to one of their clients. The report must include the following details at a minimum: <ul style="list-style-type: none"> <li>• Estimate of value</li> <li>• Effective date of the appraisal</li> <li>• Certification and signature</li> <li>• Purpose of the appraisal</li> <li>• Qualifying conditions</li> <li>• Condition of the neighbourhood</li> <li>• An identification of the property and its ownership</li> <li>• An analysis and interpretation of the data and the assumptions made</li> <li>• The processing of the data by one or more of the three approaches to value</li> <li>• Other description support material such as maps, plans, charts, photography, etc.</li> </ul> <b>Rated on:</b>  All minimum standards met = 50 Points 5 points will be subtracted <b>for each</b> minimum standard not met	
	<b>/50</b>
<b>Total</b>	<b>/65</b>
<b>Only those offers meeting or exceeding a minimum of 45/70 on Point Rated Criteria will be deemed compliant on Point-Rated Criteria and advance to the Financial Evaluation.</b>	

#### 4.1.2 Financial Evaluation

**4.1.2.1** Using the Table provided below, Offerors are requested to provide firm per diem rates based on an 8.0 hour day.

**4.1.2.2** The Offeror's fixed, all-inclusive rates must be inclusive of all payroll, overhead costs and profits required to complete the work. Not fixed rates are not to be quoted as ranges. Rates should not include things such as travel expenses, living expenses, administrative expenses or GST/HST.



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- 4.1.2.3** Rates proposed for the option year periods must be equal or greater than the rates proposed in the initial contract period.
- 4.1.2.4** For evaluation purposes, the proposed all-inclusive per diem rates for the qualified appraisal resources' initial SOA period and option year periods will be averaged to derive an average per diem rate. DIAND will calculate the Offeror's average rates.
- 4.1.2.5** **Note that the offeror will determine how many qualified appraisal resources resources they wish to propose. They may add rows if additional resources are proposed.**
- 4.1.2.6** **Offerors have the option of proposing additional team members for administrative work, if desired. These administrative resources rates will be not factored into the evaluated averaged rate for evaluation purposes.**
- 4.1.2.7** SACC Manual Clause [M0220T](#) 2016-01-28, Evaluation of Price

Qualified Appraisal Resources	All-inclusive Per Diem Rate (CDN\$) Upon Award – March 31, 2020 (Initial SOA Period)	All-inclusive Per Diem Rate (CDN\$) April 1, 2020 – March 31, 2021 1st Option year	All-inclusive Per Diem Rate (CDN\$) April 1, 2021 – March 31, 2022 2nd Option year	All-inclusive Per Diem Rate (CDN\$) April 1, 2022 – March 31, 2023 3rd Option year	Average Per Diem Rates
Offeror's Evaluated Averaged Rate (overall average of all proposed appraisal resources rates)					

Administrative/Support Staff Team Members	All-inclusive Per Diem Rate (CDN\$) Upon Award – March 31, 2020 (Initial SOA Period)	All-inclusive Per Diem Rate (CDN\$) April 1, 2020 – March 31, 2021 1st Option year	All-inclusive Per Diem Rate (CDN\$) April 1, 2022 – March 31, 2022 2nd Option year	All-inclusive Per Diem Rate (CDN\$) April 1, 2022 – March 31, 2023 3rd Option year

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## **4.2 Basis of Selection**

### **4.2.1 Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 45 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 70 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

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

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

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

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

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

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

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

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

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

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

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.
2. The Offeror:
  - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
  - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:
  - i. ( ) The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

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- ii. ☐ The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Offeror must check the applicable box below:
- i. ☐ The Aboriginal business has fewer than six full-time employees.  
**OR**
  - ii. ☐ The Aboriginal business has six or more full-time employees.
5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

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

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

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

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

\_\_\_\_\_  
 Date

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

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

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### 5.2.1 Integrity Provisions – Required Documentation

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

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

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

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

#### 5.2.3.1 Status and Availability of Resources

*SACC Manual Clause M3020T* (2016-01-28) Status and Availability of Resources

#### 5.2.3.2 Education and Experience

*SACC Manual Clause M3021T* (2012-07-16) Education and Experience

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## **PART 6 - SECURITY AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

Removed

### **6.2 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

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## 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 There is no security requirement applicable to the Standing Offer.

#### 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) (<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](#) (2017-06-21) 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



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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 date of award to March 31, 2020.

### **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 three (3) one-year option periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

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

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the Standing Offer.

### **7.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex “A” of the Standing Offer.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Kim Fletcher  
 Title: Senior Contracts Officer  
 Department of Indian Affairs and Northern Development  
 Address: 600-1138 Melville Street Vancouver, BC V6E 4S3

Telephone: 604-616-4341

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Facsimile: 604-666-2485  
 E-mail address: kim.fletcher@canada.ca

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

### **7.5.2 Departmental Authority**

The Departmental Authority is:

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**

The Offeror's Representative is:

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

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

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

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

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

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

### **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**

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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**

As a result from this proposal call, DIAND intends to award up to two (2) Standing Offer Agreements (SOA).

In a companion Request for Proposals (RFP) solicitation 1000187985, DIAND is seeking to establish up to three (3) SOAs.

In the event that fewer than two (2) SOAs are awarded under the companion solicitation 1000187985 to this solicitation, DIAND will increase the number of competitively awarded SOAs under this solicitation up to a total of five (5) SOAs overall.

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

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

- 7.9.1.1** For Call-ups against a Standing Offer valued at \$25,000 or less (applicable taxes included) the Project Authority will select the Offeror that best meets the Department's needs.
- 7.9.1.2** For Call-ups against a Standing Offer valued in excess of \$25,000 (applicable taxes included), the Standing Offer Authority will issue Call-ups on a rotational basis, the first to the highest ranked Offeror, the second to the second ranked, the third to the third ranked, and so on until the limitation of expenditure of each Standing Offer is reached.

Should an Offeror be unable to meet the requirement, the next ranked Offeror will be approached. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

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

- 7.9.2.1** Offerors will be contacted directly as described in 7.9.1.1 or on a rotational basis as described in 7.9.1.2 above.
- 7.9.2.2** The Standing Offer Authority or the Project Authority (as applicable) will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.
- 7.9.2.3** The Offeror will prepare and submit a proposal for the Work as required by the Standing Offer Authority or the Project Authority (as applicable). The proposal shall include a cost quotation established by utilizing the applicable rates as shown in the Basis of Payment, Annex "B", a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details. The proposal must be submitted to the Standing Offer Authority or the Project Authority (as applicable) within three (3) business days of receiving the request.
- 7.9.2.4** Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.9.2.3 above will be interpreted as the Offeror being unable to perform the services and

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will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority or the Project Authority (as applicable) will send the request to the next best suited Offeror (requirements valued at \$25,000 or less - applicable taxes included) or, the next Offeror in the rotation (requirements valued in excess of \$25,000 - applicable taxes included). This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

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

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

**7.9.2.7** The Offeror must not commence Work until the Call-up against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

## **7.10 Call-up Instrument**

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

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

Individual call-ups against the Standing Offer must not exceed \$\_\_\_\_\_ (applicable taxes included).

## **7.12 Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

## **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.

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- a) the Call-up against the Standing Offer, including any Annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the Supplemental General Conditions 4007 (2010-08-16) - Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information
- e) General Conditions 2010B (2016-04-04), Professional Services (Medium Complexity)
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Insurance Requirements;
- i) the Offeror's offer dated \_\_\_\_\_.

## **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 Federal Contractors Program for Employment Equity - Setting aside**

Removed

### **7.14.3 SACC Manual Clauses**

*SACC Manual Clause M3020C (2016-01-28) Status and Availability of Resources*

## **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 British Columbia.

## **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:

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- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND); and
- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 – Standard Clauses and Conditions.
- c) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

- d) Section 10, Subsection 2 , paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)".

Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)".

- e) Insert:

**2010B 36 (2015-04-01) Indemnification**

The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

**7.2.2 Supplemental General Conditions**

4007 (2010-08-16) - Supplemental General Conditions, Canada to Own Intellectual Property Rights in 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**

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

## **7.5 Payment**

### **7.5.1 Basis of Payment**

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

### **7.5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.5.3 Method of Payment**

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

#### **7.5.3.1 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;

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- b. all such documents have been verified by Canada; and
- c. the Work delivered has been accepted by Canada.

**OR**

#### **7.5.3.2 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.

#### **7.5.4 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.

#### **7.5.5 T1204 - Direct Request By Department**

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

**7.5.5.2** 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**

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

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

Each invoice must be supported by:



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- 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;
2. Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### **7.7 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **7.8 Aboriginal Business Certification**

*SACC Manual Clause 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**

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**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.

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## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **PROJECT TITLE**

Appraisal Services for land required by DIAND

#### **SW1 BACKGROUND**

The Department of Indian Affairs and Northern Development (DIAND), BC Region (DIAND-BC), on behalf of First Nations throughout British Columbia, require land appraisals for many purposes including, for the determination of the fair market value of interests on reserve land and non-reserve land, for historical land value appraisals and for periodic rent reviews. In addition, DIAND-BC require appraisal consulting services, including reviewing appraisals, reviewing and drafting Terms of Reference and advising DIAND-BC on other appraisal and land valuation matters.

#### **SW2 OBJECTIVE(S)**

To determine fair market value of interests on reserve land and non-reserve land, for historical land value appraisals and for periodic rent reviews and to provide DIAND-BC with advice on appraisal/land valuation matters which can be relied on by DIAND-BC.

#### **SW3 SCOPE OF WORK**

The Contractor shall on an "as and when required" basis as detailed in each Call-up issued by the Department:

- 3.1 Provide services based on individual requirements;
- 3.2 Prepare or review Terms of Reference for an appraisal requirement;
- 3.3 Prepare an appraisal (Full Narrative Report) to estimate the fair market rent and/or review rental appraisals;
- 3.4 Prepare an appraisal (Full Narrative Report) to estimate the fair market value and/or review fair market value appraisals;
- 3.5 Provide appraisal reviews; recommendations and conclusions to DIAND-BC for the purpose of obtaining an independent opinion for the land described;
- 3.6 Prepare and submit draft reports meeting the requirements outlined for review and comment by the Departmental Representative;
- 3.7 Incorporate edits, a second draft may be required depending on the scope of the comments. Once the draft has been accepted, finalize the report
- 3.8 Prepare final reports (Full Narrative Report) meeting the requirements outlined and submit to the Departmental Representative;
- 3.9 DIAND-BC must be able to rely on all reports prepared for and submitted to DIAND-BC and all advice given to DIAND-BC;

#### **SW4 OUTPUT/DELIVERABLES**

The Contractor shall provide the following to the satisfaction of the Departmental Representative as outlined in each individual Call-up:

- 4.1 Terms of Reference (sample attached as Annex "A"), estimate rent/value and /or review rental/value appraisals in electronic and hard copy format;

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- 4.2 Draft appraisal report in electronic format;
- 4.3 Full Narrative Final appraisal report in electronic and hard copy format and
- 4.4 All electronic reports shall be submitted in Adobe Acrobat “.pdf” format, inclusive of all information and signatures in the bound copies.

**All Appraisal reports shall be in accordance with the most current edition of The Canadian Uniform Standards of Professional Appraisal Practice**

<https://www.aicanada.ca/about-our-profession/cuspap/>

**SW5 DEPARTMENTAL SUPPORT**

The Department will:

- Provide a copy of each agreement, if available, as per the call-up.
- Provide information relevant to the project, including but not limited to: bylaws, information regarding inspection/access to the subject property as per the call-up, if required.

**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

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

Paper Consumption

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

Goods Used in Service Delivery

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

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## **ANNEX "B"**

### **BASIS OF PAYMENT**

The Contractor will be paid firm per diem rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Qualified Appraisal Resources	All-inclusive Per Diem Rate (CDN\$) Upon Award – March 31, 2020 (Initial SOA Period)	All-inclusive Per Diem Rate (CDN\$) April 1, 2020 – March 31, 2021 1st Option year	All-inclusive Per Diem Rate (CDN\$) April 1, 2021 – March 31, 2022 2nd Option year	All-inclusive Per Diem Rate (CDN\$) April 1, 2022 – March 31, 2023 3rd Option year

Administrative/ Support Staff Team Members	All-inclusive Per Diem Rate (CDN\$) Upon Award – March 31, 2020 (Initial SOA Period)	All-inclusive Per Diem Rate (CDN\$) April 1, 2020 – March 31, 2021 1st Option year	All-inclusive Per Diem Rate (CDN\$) April 1, 2022 – March 31, 2022 2nd Option year	All-inclusive Per Diem Rate (CDN\$) April 1, 2022 – March 31, 2023 3rd Option year

**Maximum Authorized Fees: \$\_\_\_\_\_**

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### Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travellers", 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: \$ \_\_\_\_\_

### Other Direct Expenses

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

Estimated cost: \$ \_\_\_\_\_

**Total Estimated Cost** - Limitation of Expenditure: \_\_\_\_\_ (Applicable Taxes extra)

### Option to Extend the Contract

During the extended period of the Contract, the Contractor will be paid the firm per diem rates in the above table to perform all the Work in relation to the contract extension.

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## ANNEX C

### INSURANCE REQUIREMENTS

#### Commercial General Liability:

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of Indian Affairs and Northern Development.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.



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- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- m. Litigation Rights: Pursuant to subsection 5(d) of the [\*Department of Justice Act\*](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

*Senior General Counsel,  
 Civil Litigation Section,  
 Department of Justice  
 234 Wellington Street, East Tower  
 Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**Errors and Omissions Liability:**

- 1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

**Automobile Liability:**

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1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.