



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

**Bid Receiving:  
Réception de sousmission :**

**Heritage Canada (acting as the bid receiving agent on behalf of the Department of Indian Affairs and Northern Development).**  
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).

Title - Titre <b>Expert Advice and Peer Review Services</b>	
Solicitation Number - Numéro de l'invitation <b>1000193514</b>	
Date (YYYYMMDD) - Date (AAAAMMJJ) <b>2018-01-30</b>	
Solicitation Closes - L'invitation prend fin At - À <b>14:00</b>	Time Zone - Fuseau horaire  <b>Eastern Standard Time (EST)</b>
On (YYYYMMDD) - Le (AAAAMMJJ) <b>2018-03-12</b>	
<b>Standing Offer Authority - L'autorité d'offre à commande</b>	
Name - Nom <b>Alma Moyeda</b>	
Telephone Number - Numéro de téléphone <b>819-953-6153</b>	
Facsimile Number - Numéro de télécopieur <b>819-953-7721</b>	
Email Address - Courriel <b>alma moyeda@canada.ca</b>	
Destination(s) of Services - Destination(s) des services <b>Canada</b>	
Security - Sécurité <b>THIS REQUEST INCLUDES SECURITY PROVISIONS</b>	
<b>Instructions:</b> See Herein - Voir aux présentes	
<b>Delivery Required - Livraison exigée :</b> See Herein - Voir aux présentes	
<b>Person Authorized to sign on behalf of Vendor Personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b>	
Name - Nom	
Title - Titre	

<b>Vendor/Firm - Fournisseur/de l'entrepreneur</b>
Name - Nom
Address - Adresse
Telephone Number - Numéro de téléphone
GST/HST Number - Numéro de la TPS/TVH
QST Number - Numéro de la TVQ

## TABLE OF CONTENTS

**TITLE: Expert Advice and Peer Review Services**

### **PART 1 - GENERAL INFORMATION**

- 1.1 INTRODUCTION
- 1.2 SUMMARY
- 1.3 SECURITY REQUIREMENT
- 1.4 DEBRIEFINGS
- 1.5 OFFICE OF THE PROCUREMENT OMBUDSMAN
- 1.6 GREENING GOVERNMENT OPERATIONS
- 1.7 ELECTRONIC PAYMENT
- 1.8 KEY TERMS

### **PART 2 - OFFEROR INSTRUCTIONS**

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
- 2.2 SUBMISSION OF OFFERS
- 2.3 FORMER PUBLIC SERVANTS
- 2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS
- 2.5 APPLICABLE LAWS

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

- 3.1 OFFER PREPARATION INSTRUCTIONS

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

- 4.1 EVALUATION PROCEDURES
- 4.2 BASIS OF SELECTION

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

- 5.1 CERTIFICATIONS REQUIRED WITH THE OFFER
- 5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION

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

- 6.1 SECURITY REQUIREMENT

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

#### **A. STANDING OFFER**

- 7.1 OFFER
- 7.2 SECURITY REQUIREMENT
- 7.3 STANDARD CLAUSES AND CONDITIONS
- 7.4 TERM OF STANDING OFFER
- 7.5 AUTHORITIES
- 7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS
- 7.7 IDENTIFIED USERS
- 7.8 NUMBER OF STANDING OFFERS

**Solicitation No. – N° de l'invitation 1000193514**

- 7.9 CALL-UP ALLOCATION AND PROCEDURES
- 7.10 CALL-UP INSTRUMENT
- 7.11 FINANCIAL LIMITATION
- 7.12 PRIORITY OF DOCUMENTS
- 7.13 CERTIFICATIONS AND ADDITIONAL INFORMATION
- 7.14 APPLICABLE LAWS

**B. RESULTING CONTRACT CLAUSES**

- 7.1 STATEMENT OF WORK
- 7.2 STANDARD CLAUSES AND CONDITIONS
- 7.3 TERM OF CONTRACT
- 7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS
- 7.5. PAYMENT
- 7.6 INVOICING INSTRUCTIONS
- 7.7 INSURANCE
- 7.8 SACC MANUAL CLAUSES - removed
- 7.9 OFFICIAL LANGUAGES
- 7.10 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONTRACTOR
- 7.11 JOINT VENTURES

**ANNEX "A"**

STATEMENT OF WORK

**ANNEX "B"**

BASIS OF PAYMENT

**ANNEX "C"**

SECURITY REQUIREMENTS CHECKLIST and IT SECURITY SAFEGUARD REQUIREMENTS

**ANNEX "D"**

GREENING GOVERNMENT OPERATIONS

**ANNEX "E"**

INDEPENDENT BID DETERMINATION - CERTIFICATION

**ANNEX "F" TO PART 5 OF THE REQUEST FOR STANDING OFFERS**

FEDERAL CONTRACTOR'S PROGRAM FOR EMPLOYMENT EQUITY

**TITLE: Expert Advice and Peer Review 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 and any other annexes.

**1.2 . Summary**

- 1.2.1    Specific Claims and Negotiations, Central Branch require expert services and peer review service to provide expertise in relation to proposals, reports and analyses put forward by First Nation / Indigenous experts, as well as to support its own research with regard to various aspects of Specific Claims. The period of the Standing Offers will be from award for five (5) years with two (2) option years.
- 1.2.2    The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.3    "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

## Solicitation No. – N° de l'invitation 1000193514

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. ”

- 1.2.4 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](http://www.opo-boa.gc.ca).

### 1.6 Greening Government Operations

In April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Department of Indian Affairs and Northern Development (DIAND) procurements will be including more demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce their negative impact on the environment.

### 1.7 Electronic Payment

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

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

### 1.8 Key Terms (refer to Statement of Work, Annex A, SW4.0)

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 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 \(2017-04-27\)](#) 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

**Solicitation No. – N° de l'invitation 1000193514**

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



**Solicitation No. – N° de l'invitation 1000193514**

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**

M0019T (2007-05-25) Firm Price and/or Rates  
M0222T (2016-01-28) Evaluation of Price - Canadian/Foreign Offerors  
C3011T (2013-11-06) Exchange Rate Fluctuation

**2.2 Submission of Offers**

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

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

**2.2.3 Tender Envelope Submissions**

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

- RFSO Number: 1000193514
- Contracting Authority: Alma Moyeda
- Closing Date: March 12, 2018
- 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,

**Solicitation No. – N° de l'invitation 1000193514**

"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;

**Solicitation No. – N° de l'invitation 1000193514**

- 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.

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

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) business 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 the province of Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

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

### **3.1 Offer Preparation Instructions**

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (four (4) hard copies)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should, when submitting hard copies:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

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

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

Offerors must submit their financial offer detailed in the Section 4, Evaluation Criteria. 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.

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

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

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

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

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 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

1. Bidders must ensure that their Proposal provides sufficient evidence for the Department to assess the compliance of the Proposal with the criteria listed in this RFSO. It is the sole responsibility of Bidders to provide sufficient information within their proposal to enable the Department to complete its evaluation.
2. Bidders must include any reference material they wish to be considered for evaluation within their Proposal. Any material or documents outside the Proposal shall not be considered (for example, should the Bidder wish to provide screen shots of its website, etc. for evaluation, copies or printouts of website material must be included within the Proposal). URL links to the Bidder's website will not be considered by the INAC Evaluation Committee.
3. Bidders are advised that the experience is calculated as of the posting date of the RFSO. For example, if a given requirement states "The Bidder must have experience, within the last six (6) years", then the six (6) year period is calculated as of the posting date of the RFSO.
4. 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 INAC Evaluation Committee will be taken into consideration.
5. Proposals will be evaluated as follows:

Each Area of Expertise will be evaluated separately, against the applicable Mandatory Requirements and Point-Rated Criteria. The Selection and Evaluation Process for Proposals generally consists of the following three (3) stages:

  - Stage 1 - Bidders will be evaluated on Mandatory Requirement **M1**.
  - Stage 2 - Bidders meeting **M1** will be evaluated on the basis of Point-Rated Criteria **R1-R3**.
  - Stage 3 - Bidders meeting Mandatory Requirements and meeting the minimum required pass mark of 70% on Point-Rated Criteria **R1-R3** will be evaluated on the basis of their Financial Proposal.

**Bidders failing to meet any of the above will be deemed non-compliant at the stage where they fail to meet the above, and will be given no further consideration beyond that stage.**
6. Bidders may propose resources in one (1) or more Area of Expertise and in one (1) or more Category of Expertise, as described in the Statement of Work. Notwithstanding, **each Resource will be evaluated separately** against each Mandatory and Point-Rated Criterion.

**Solicitation No. – N° de l'invitation 1000193514**

7. Each Area of Expertise will be evaluated separately. Unless otherwise indicated, all Criteria at all stages are applicable to each Area of Expertise, or Category of Expertise (i.e. Theoretical Advisory or Applied Advisory), as described.

8. The following definitions apply to these Evaluation Criteria:

**"Bidder"** refers to the legal entity having submitted a Proposal for evaluation, and which, if successful in the evaluation process, must execute the Standing Offer Agreement.

**"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.

**"Resource"** refers to the named individual(s) proposed by a Bidder to deliver services under any resulting Standing Offer Agreement. Each proposed Resource will be evaluated separately in the Category and Area(s) of Expertise in which he/she is proposed.

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

Information will be considered **"relevant"** that has a bearing on or connection with the work as described in the Statement of Work (SOW). The particular section(s) of the SOW that should be considered in determining what is **"relevant"** will be described in the applicable Criterion. In the event no particular section is mentioned, the Bidder should consider the SOW as a whole.

Information will be considered **"similar"** that has the same or some of the same characteristics to that mentioned within the SOW. The particular section(s) of the SOW that should be considered in determining what is **"similar"** will be described in the applicable Criterion. In the event no particular section is mentioned, the Bidder should consider the SOW as a whole.

**4.1.2 MANDATORY REQUIREMENTS**

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

THEORETICAL ADVISORY MANDATORY REQUIREMENT	COMPLIANT (YES/NO)	Page #
<p><b>M1. Proposed Resources</b></p> <p>1.1 The Bidder <b>MUST</b> propose one (1) Resource in one (1) of the following Areas of Expertise:</p> <p><b>Category 1: Theoretical Advisory</b></p> <ul style="list-style-type: none"> <li>a. Economic models</li> <li>b. Agriculture;</li> <li>c. Mining / Minerals;</li> <li>d. Oil and Gas;</li> <li>e. Traditional indigenous land uses (e.g. trapping, fur trading).</li> </ul> <p>Resources may be proposed in more than one (1) of the above Areas of Expertise; however, each Area of Expertise will be evaluated separately. The Bidder must include a detailed CV for each resource proposed</p> <p>1.2 The Bidder <b>MUST</b> demonstrate that Resources in the <b>Theoretical Advisory</b> Category possess:</p> <ul style="list-style-type: none"> <li>a) A minimum of six (6) years of professional work experience* in the Area of Expertise in which they are proposed; <b>and</b></li> <li>b) A PhD from a recognized post-secondary institution in a related field <b>or</b> an additional five (5) years of professional work experience* in the Area of Expertise in which they are proposed (for a minimum of 11 years' professional work experience*); <b>and</b></li> </ul> <p style="padding-left: 40px;">*Experience may be gained through work as a professor or researcher at a post-secondary institution, or at a private firm doing research related to the Area of Expertise.</p> <ul style="list-style-type: none"> <li>c) At least one (1) relevant paper published in at least one (1) peer-reviewed academic journal in the Area of Expertise in which they are proposed.</li> </ul> <p>In order to demonstrate experience, the Bidder <b>MUST</b> provide evidence of the Resource having provided or gained expert knowledge in the Area of Expertise for which the Resource is proposed. This may include, but is not necessarily limited to, completion of published articles, research papers, or books; provision of expert advice to a provincial or federal court; provision of expert advice to an outside client such as the Federal government, or a provincial, territorial, or municipal government, or similar</p>		



THEORETICAL ADVISORY MANDATORY REQUIREMENT	COMPLIANT (YES/NO)	Page #
<p>experience.</p> <p>Bidders MUST identify within the Proposal the time periods for research conducted for an article, research paper, or book so that evaluators are able to count years of experience of the Resource. Bidders are encouraged to provide as much substantiating information as necessary to ensure that evaluators are able to determine the Resource's years of experience.</p> <p>1.3 Where the Bidder wishes to propose a Resource capable of providing services in French or bilingually, the Bidder <b>MUST</b> include demonstration that the Resource can provide services and deliverables in French. This may include: demonstration of completed education in French, demonstration of completed research projects in French, or demonstration of an academic paper published in French.</p> <p>Bidders that do not respond to this criterion factor, or whose response to this factor is not deemed acceptable, will not be considered eligible to provide French/Bilingual services, however evaluation of the Proposal may continue should all other Mandatory Requirements be met. For clarity: Bidders that do not meet the French requirement will <b>NOT</b> be deemed non-compliant, and may still be considered to provide services in English.</p> <p><i>Where a Resource is proposed in more than one (1) Area of Expertise, Bidders are encouraged to list their experience for each Area of Expertise <u>separately</u> so that the Evaluation Committee can clearly determine compliance. For example, where an article produced by the Resource is clearly related to theoretical economic models and agriculture, that article should be listed <u>twice</u>: once under demonstration of expertise in theoretical economics, once under demonstration of expertise in agriculture.</i></p>		

APPLIED ADVISORY MANDATORY REQUIREMENT	COMPLIANT (YES/NO)	Page #
<p><b>M1. Proposed Resources</b></p> <p>1.1 The Bidder <b>MUST</b> propose one (1) Resource in one (1) of the following Areas of Expertise:</p> <p><b>Category 2: Applied Advisory</b></p> <ul style="list-style-type: none"> <li>a. Accounting;</li> <li>b. Asset valuation</li> </ul> <p>Resources may be proposed in more than one (1) of the above Areas of Expertise; however, each Area of Expertise will be evaluated separately. The Bidder must include a detailed CV for</p>		

APPLIED ADVISORY MANDATORY REQUIREMENT	COMPLIANT (YES/NO)	Page #
<p>each resource proposed</p> <p>1.2 The Bidder <b>MUST</b> demonstrate that Resources in the <b>Applied Advisory Category</b> possess a minimum six (6) years of professional work experience in the Area of Expertise in which they are proposed. Bidders should ensure sufficient information is provided to allow the Evaluation Committee to determine the Resource has sufficient years of experience to meet this mandatory minimum requirement.</p> <p>1.3 The Bidder <b>MUST</b> also demonstrate that the proposed Resource possesses valid membership and a professional designation related to their Area of Expertise, as follows:</p> <ul style="list-style-type: none"> <li>i. <b>Accounting:</b> Chartered Professional Accountant or recognized equivalent protected designation (eg. Associated of the Chartered Accountants in NWT and Nunavut, or Associate of the Chartered Professional Accountants in the Yukon), ;</li> <li>ii. <b>Asset valuation:</b> Chartered Business Valuator, Accredited Appraiser (Canadian Institute), Canadian Residential Appraiser, or equivalent as determined by INAC.</li> </ul> <p><i>Bidders are encouraged to submit questions during the solicitation period as to the equivalency of any Asset Valuation credentials</i></p> <p>1.4 Where the Bidder wishes to propose a Resource capable of providing services in French or Bilingually, the Bidder <b>MUST</b> include demonstration that the Resource can provide services and deliverables in French. This may include: demonstration of completed education in French, demonstration of completed projects in French, or demonstration of a paper published in French.</p> <p>Bidders that do not respond to this criterion factor, or whose response to this factor is not deemed acceptable, will not be considered eligible to provide French/Bilingual services, however evaluation of the Proposal may continue should all other Mandatory Requirements be met. For clarity: Bidders that do not meet the French requirement will <b>NOT</b> be deemed non-compliant, and may still be considered to provide services in English.</p> <p><b><i>Where a Resource is proposed in more than one (1) Area of Expertise, Bidders are encouraged to list their experience for each Area of Expertise <u>separately</u> so that the Evaluation Committee can clearly determine compliance. For example, where a study produced by the Resource is clearly related to accounting and asset valuation, that study should be listed <u>twice</u>: once under demonstration of expertise in accounting, once under demonstration of expertise in asset valuation.</i></b></p>		

**4.1.3 POINT-RATED CRITERIA**

Only those Proposals meeting the above Mandatory Requirements (M1) will be deemed compliant and will be evaluated by the INAC Evaluation Committee on the basis of the Point-Rated Criteria.

Bidders **MUST** meet a minimum score of 70% overall on Point-Rated Criteria R1-R3, inclusive in order to move to the next stage of evaluation.

THEORETICAL ADVISORY RATED CRITERIA	WEIGHT
<p><b>R1. Proposed Resource</b></p> <p>The CVs of the Bidder's proposed Resource, as submitted in response to Mandatory Requirement <b>M1</b>, will be evaluated on the extent and depth of relevant experience in the provision of services similar to INAC's requirement as described within the Statement of Work.</p> <p>1.1 The Resource will receive <b>two (2) points for each year of experience</b> demonstrated beyond the minimum required number of years for the Resource's proposed Area of Expertise, up to <b>ten (10) points in total</b>.</p> <p>1.2 The Resource will receive <b>up to ten (10) points in total</b> for demonstrated experience in a litigation or negotiation setting, with <b>one (1) point per engagement</b> demonstrated in either a litigation or negotiation process.</p> <p>1.3 The Resource will receive <b>up to ten (10) points in total</b> for demonstrated contribution to academic literature within the Area of Expertise beyond the required. Resources will receive <b>one (1) point per article or research paper</b> published in a peer reviewed academic journal, or book published by an academically associated publisher.</p> <p>In order to demonstrate meeting the requirements of this evaluation factor, Bidders should provide brief summaries of the articles, research papers or books that clearly <b>indicate the subject matter</b> and that it <b>relates to the Area of Expertise</b> in which the Resource is being proposed. Failure to include a summary of the Resource's published works may result in the Evaluation Committee not having sufficient information to award points for the work in question. <b><i>Bidders are reminded that the Evaluation Committee is only permitted to evaluate material provided within the Bidder's Proposal and cannot consult outside sources.</i></b></p> <p>1.4 Resources will receive <b>up to ten (10) points</b> for demonstrated experience providing independent opinions or third-party reviews to external clients within the Area of Expertise in which the Resource is proposed. In order to be considered eligible to receive points on this factor, Bidders <b>MUST</b> provide the name and contact information (one of phone or email) for the client to whom the Resource provided services.*</p> <p>*DIAND reserves the right to contact the named client contact information to verify the accuracy and veracity of the information provided in the Bidder's Offer regarding the information contained within the demonstrated engagement.</p> <p><b>Up to two (2) points will be awarded per engagement demonstrated, up to five (5) engagements, as follows:</b></p> <p><b>2 /2 points</b> = Engagement is clearly demonstrated to be within the Area of Expertise and experience is well described;</p> <p><b>1 /2 points</b> = Engagement is demonstrated to be related to the Area of Expertise.</p>	<p><b>45 points in total</b></p>

THEORETICAL ADVISORY RATED CRITERIA	WEIGHT
<p>Experience is described but may be lacking in detail;</p> <p><b>0 / 2 points</b> = The Engagement is not demonstrated to be within the Area of Expertise or experience is not clearly demonstrated.</p> <p>Bidders should provide the name of the client that had requested the opinion or review, the name of the individual or organization whose information was being reviewed (if applicable and if possible) and information regarding what it was that was being reviewed or on which an opinion was required (e.g. review of previously completed research or studies, or presentations, or opinions of studies, during expert witness testimony, or other similar areas to any of the above).</p> <p>1.5 Resources will receive <b>five (5) points</b> for demonstration of valid membership in a Canadian or internationally recognized professional body related to their Area of Expertise (e.g. membership in the Canadian Economics Association).</p>	
<p><b>R2. Understanding of Requirement</b></p> <p>2.1 The Bidder will receive up to <b>fifteen (15) points in total</b> for their demonstration of the Resource's understanding of the claims (Specific Claims, Special Claims and out-of-court settlements) processes, and of the negotiations process, as they relate to the role that the Resource could play in each of those processes.</p> <p>Bidders should address the full scope of potential engagement of the Resource, and demonstrate a depth of understanding of the claims processes and related Negotiations processes and contexts.</p> <p>Points will be awarded as follows:</p> <p><b>15 / 15 points</b> = The Bidder clearly demonstrates an understanding of each type of claim (Specific, Special and out-of-court settlement) and the negotiations process, together with details of the demonstrated experience of the proposed Resource in at least two (2) processes.</p> <p><b>10 / 15 points</b> = The Bidder demonstrates an understanding of each type of claim (Specific, Special and out-of-court settlement) generally, and the negotiations process, together with details of the demonstrated experience of the proposed Resource in at least one (1) process.</p> <p><b>7 / 15 points</b> = The Bidder demonstrates an understanding of claims generally, and the negotiations process. Experience may be demonstrated but is lacking in detail.</p> <p><b>3 / 15 points</b> = The Bidder demonstrates limited understanding of claims and the negotiations process. Description is lacking.</p> <p><b>0 / 15 points</b> = No response or not demonstrated.</p> <p>2.2 The Bidder should demonstrate the experience and understanding of the proposed Resource with Indigenous (First Nations, Inuit or Métis) issues in Canada, for up to <b>fifteen (15) points in total</b>. Points will be awarded as follows:</p> <p><b>15 / 15 points</b> = The Bidder clearly demonstrates the understanding and experience of the proposed Resource within the Area of Expertise related to Indigenous issues in Canada. Experience is demonstrated and well described for at least two (2) projects or publications.</p> <p><b>10 / 15 points</b> = The Bidder clearly demonstrates the understanding and experience of the proposed Resource within the Area of Expertise related to</p>	<p><b>30 points in total</b></p>

THEORETICAL ADVISORY RATED CRITERIA	WEIGHT
<p>Indigenous issues in Canada. Experience is demonstrated and well described for at least one (1) project or publication.</p> <p><b>7 / 15 points</b> = The Bidder demonstrates an understanding of the proposed Resource within the Area of Expertise related to Indigenous issues in Canada. Experience may be demonstrated but is lacking in detail or may be not related to the Area of Expertise.</p> <p><b>3 / 15 points</b> = The Bidder demonstrates limited understanding of Indigenous issues in Canada. Description is lacking.</p> <p><b>0 / 15 points</b> = No response or not demonstrated.</p>	
<p><b>R3. Proposal Quality</b></p> <p><b>3.1 Up to ten (10) points</b> will be awarded for presenting Proposals in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP as evidenced by the following:</p> <p>a) <b>Up to six (6) points</b> for writing the narrative portions of the Proposal in a clear, concise, and logical fashion and limiting Proposal content to information requested.</p> <p>Points will be awarded as follows:</p> <p><b>6 / 6 points</b> = Proposal content is clear and well written (e.g. grammar, syntax, spelling, etc.), with professional presentation. The Proposal responds logically to the requirements and does not contain marketing material.</p> <p><b>4 / 6 points</b> = Proposal content is mostly clear and well written. The Proposal responds to the requirements and contains limited marketing material.</p> <p><b>2 / 6 points</b> = Proposal content is not clearly written. Content is included that does not clearly address the requirements.</p> <p><b>0 / 6 points</b> = The Proposal is not clear and is difficult to understand.</p> <p>b) <b>Up to two (2) points</b> for ordering/structuring the Proposal to match the order and sequence of the Mandatory Requirements and Point-Rated Criteria within the RFP.</p> <p>Proposals structured to follow the order of the evaluation criteria will receive 2 points. 0.5 points will be deducted for each requirement or criterion that is presented out of numeric sequence, to a maximum of four (4) deductions.</p> <p>c) <b>Up to two (2) points</b> for highlighted information in the Proposal that is specifically relevant to an evaluation factor or minimum qualifications and ensuring any cross-references within the Proposal for highlighted information are easily identified and clearly found.</p> <p>Points will be awarded as follows:</p> <p><b>2 / 2 points</b> = The Proposal contains highlighting, summary tables or cross-references to minimize duplication of content and facilitate review. References indicated in the Proposal are correct.</p> <p><b>1 / 2 points</b> = The Proposal contains highlighting, summary tables or cross-references. References indicated in the Proposal include some errors.</p>	<p><b>10 points in total</b></p>

THEORETICAL ADVISORY RATED CRITERIA	WEIGHT
0 / 2 points = The Proposal does not include any highlighting or cross-referencing and it is difficult to locate information that addresses the requirements.	
<b>TOTAL POSSIBLE SCORE</b>	<b>85</b>
<b>Overall required Pass Mark (70%)</b>	<b>59.5/85</b>

APPLIED ADVISORY RATED CRITERIA	WEIGHT
<p><b>R1. Proposed Resource</b></p> <p>The CVs of the Bidder's proposed Resource, as submitted in response to Mandatory Requirement M1, will be evaluated on the extent and depth of relevant experience in the provision of services similar to INAC's requirement as described within the Statement of Work.</p> <p>1.1 The Resource will receive <b>five (5) points for each year of experience</b> demonstrated beyond the minimum required six (6) years for the Resource's proposed Area of Expertise, up to <b>twenty-five (25) points in total</b>.</p> <p>1.2 The Resource will receive <b>up to five (5) points</b> for demonstrated experience in a litigation or negotiation setting, with <b>one (1) point per engagement</b> demonstrated in either a litigation or negotiation process.</p> <p>1.3 The Resource will receive <b>up to ten (10) points</b> for demonstrated experience providing independent opinions or third-party reviews to external clients within the Area of Expertise in which the Resource is proposed. In order to be considered eligible to receive points on this factor, Bidders <b>MUST</b> provide the name and contact information (one of phone or email) for the client to whom the Resource provided services.*</p> <p>*DIAND reserves the right to contact the named client contact information to verify the information contained within the demonstrated engagement.</p> <p><b>Up to two (2) points will be awarded per engagement demonstrated, up to five (5) engagements, as follows:</b></p> <p><b>2 /2 points</b> = Engagement is clearly demonstrated to be within the Area of Expertise and experience is well described;</p> <p><b>1 /2 points</b> = Engagement is demonstrated to be related to the Area of Expertise. Experience is described but may be lacking in detail;</p> <p><b>0 / 2 points</b> = The Engagement is not demonstrated to be within the Area of Expertise or experience is not clearly demonstrated.</p> <p>Bidders must provide the name of the individual or organization that had requested the opinion or review, the name of the individual or organization whose information was being reviewed (if applicable and if possible) and information regarding what it was that was being reviewed or on which an opinion was required (e.g. review of previously completed surveys, audits, asset valuation reports, or other deliverables related to the Resource's Area of Expertise, or other similar areas to any of the above).</p>	<p><b>40 points in total</b></p>

APPLIED ADVISORY RATED CRITERIA	WEIGHT
<p><b>R2. Understanding of Requirement</b></p> <p>2.1 The Bidder will receive up to <b>fifteen (15) points in total</b> for their demonstration of the Resource's understanding of the claims (Specific Claims, Special Claims, and out-of-court settlements) processes, and of the negotiations process, as they relate to the role that the Resource could play in each of those processes.</p> <p>Bidders should address the full scope of potential engagement of the Resource, and demonstrate a depth of understanding of the claims processes and related negotiations processes and contexts.</p> <p>Points will be awarded as follows:</p> <p><b>15 / 15 points</b> = The Bidder clearly demonstrates an understanding of each type of claim (Specific, Special and out-of-court settlement) and the negotiations process, together with details of the demonstrated experience of the proposed Resource in at least two (2) processes.</p> <p><b>10 / 15 points</b> = The Bidder demonstrates an understanding of each type of claim (Specific, Special and out-of-court settlement) generally, and the negotiations process, together with details of the demonstrated experience of the proposed Resource in at least one (1) process.</p> <p><b>7 / 15 points</b> = The Bidder demonstrates an understanding of claims generally, and the negotiations process. Experience may be demonstrated but is lacking in detail.</p> <p><b>3 / 15 points</b> = The Bidder demonstrates limited understanding of claims and the negotiations process. Description is lacking.</p> <p><b>0 / 15 points</b> = No response or not demonstrated.</p> <p>2.2 The Resource should demonstrate the experience with and understanding of the proposed Resource with Indigenous (First Nations, Inuit or Métis) issues in Canada, for <b>up to fifteen (15) points in total</b>.</p> <p>Points will be awarded as follows:</p> <p><b>15 / 15 points</b> = The Bidder clearly demonstrates the understanding and experience of the proposed Resource within the Area of Expertise related to Indigenous issues in Canada. Experience is demonstrated and well described for at least two (2) projects or publications.</p> <p><b>10 / 15 points</b> = The Bidder clearly demonstrates the understanding and experience of the proposed Resource within the Area of Expertise related to Indigenous issues in Canada. Experience is demonstrated and well described for at least one (1) project or publication.</p> <p><b>7 / 15 points</b> = The Bidder demonstrates an understanding of the proposed Resource within the Area of Expertise related to Indigenous issues in Canada. Experience may be demonstrated but is lacking in detail or may be not related to the Area of Expertise.</p> <p><b>3 / 15 points</b> = The Bidder demonstrates limited understanding of Indigenous issues in Canada. Description is lacking.</p> <p><b>0 / 15 points</b> = No response or not demonstrated.</p>	<p><b>30 points in total</b></p>

APPLIED ADVISORY RATED CRITERIA	WEIGHT
<p><b>R3. Proposal Quality</b></p> <p><b>3.1 Up to ten (10) points</b> will be awarded for presenting Proposals in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP as evidenced by the following:</p> <p>a) <b>Up to six (6) points</b> for writing the narrative portions of the Proposal in a clear, concise, and logical fashion and limiting Proposal content to information requested.</p> <p>Points will be awarded as follows:</p> <p><b>6 / 6 points</b> = Proposal content is clear and well written (e.g. grammar, syntax, spelling, etc.), with professional presentation. The Proposal responds logically to the requirements and does not contain marketing material.</p> <p><b>4 / 6 points</b> = Proposal content is mostly clear and well written. The Proposal responds to the requirements and contains limited marketing material.</p> <p><b>2 / 6 points</b> = Proposal content is not clearly written. Content is included that does not clearly address the requirements.</p> <p><b>0 / 6 points</b> = The Proposal is not clear and is difficult to understand.</p> <p>b) <b>Up to two (2) points</b> for ordering/structuring the Proposal to match the order and sequence of the Mandatory Requirements and Point-Rated Criteria within the RFP.</p> <p>Proposals structured to follow the order of the evaluation criteria will receive 2 points. 0.5 points will be deducted for each requirement or criterion that is presented out of numeric sequence, to a maximum of four (4) deductions.</p> <p>c) <b>Up to two (2) points</b> for highlighted information in CVs, approach, or elsewhere in the Proposal that is specifically relevant to an evaluation factor or minimum qualifications and ensuring any cross-references within the Proposal for highlighted information are easily identified and clearly found.</p> <p>Points will be awarded as follows:</p> <p><b>2 / 2 points</b> = The Proposal contains highlighting, summary tables or cross-references to minimize duplication of content and facilitate review. References indicated in the Proposal are correct.</p> <p><b>1 / 2 points</b> = The Proposal contains highlighting, summary tables or cross-references. References indicated in the Proposal include some errors.</p> <p><b>0 / 2 points</b> = The Proposal does not include any highlighting or cross-referencing and it is difficult to locate information that addresses the requirements.</p>	<p><b>10 points in total</b></p>
<b>TOTAL POSSIBLE SCORE</b>	<b>80</b>
<b>Overall required Pass Mark (70%)</b>	<b>56/80</b>



**4.1.4 Submission Templates**

The following templates are provided to assist Bidders in formulating and submitting their Proposals. Bidders are not required to use the templates, but are encouraged to do so.

Bidders are encouraged to add or remove lines as necessary to ensure the information provided is as complete as possible. In columns marked "Details." Bidders may provide some substantiating information, or provide a cross-reference to another section of the Proposal where details on the subject may be found.

<b>Proposed Theoretical Advisory Resource Information</b>		
<b>Resource Name:</b>		
<b>M1.1 Area(s) of Expertise</b>	<b>M1.2 (a/b), R1.1 Years of Experience</b>	<b>Details</b>
<b>M1.2 (b) Education related to Area of Expertise (as applicable)</b>		
<b>M1.3 Language Capability:</b>		
<b>R1.2 Engagements in Litigation or Negotiation Processes</b>		
<b>Client</b>	<b>Dates of Engagement (Month/Year)</b>	<b>Details</b>
<b>M1.2 (c), R1.3 Publications</b>		
<b>Area(s) of Expertise</b>	<b>Publication Title</b>	<b>Details</b>

Proposed Theoretical Advisory Resource Information		
Resource Name:		
R1.4 Experience providing Independent Opinion / Third-Party Review		
Client	Dates of Engagement (Month/Year)	Details <i>Identify name of client and provide client contact information.</i>
R1.5 Professional Membership related to the Area of Expertise		
<i>Describe organization and provide dates and details of membership, together with explanation of its relevance to the Resource's Area of Expertise</i>		
R2.1 Understanding of Specific Claims, Special Claims, out-of-court settlements and related Negotiations Processes as they relate to Resource's Role		
<i>Describe any experience of the Resource in each.</i>		

Proposed Theoretical Advisory Resource Information	
Resource Name:	
<b>R2.2 Understanding of or Experience with Indigenous (First Nations, Inuit or Métis) Issues in Canada</b> <i>Describe any experience of the Resource in each</i>	

Proposed Applied Advisory Resource Information		
Resource Name:		
M1.1 Area(s) of Expertise	M1.2, R1.1 Years of Experience	Details
M1.3 Professional Designation(s):		
M1.4 Language Capability:		
<b>R1.2 Engagements in Litigation or Negotiation Processes</b>		

Proposed Applied Advisory Resource Information		
Resource Name:		
Client	Dates of Engagement (Month/Year)	Details
R1.3 Experience providing Independent Opinion / Third-Party Review		
Client	Dates of Engagement (Month/Year)	Details <i>Identify name of client and provide client contact information.</i>
R2.1 Understanding of Specific Claims, Special Claims and out-of-court settlement processes and related Negotiations Processes as they relate to Resource's Role <i>Describe any experience of the Resource in each.</i>		

Proposed Applied Advisory Resource Information	
Resource Name:	
<b>R2.2 Understanding of or Experience with Indigenous (First Nations, Inuit or Métis) Issues in Canada</b> <i>Describe any experience of the Resource in each.</i>	

#### 4.1.5 FINANCIAL EVALUATION

1. Bidders meeting ALL Mandatory Requirements and meeting the mandatory minimum score of 70% over all Point-Rated criteria will be evaluated on the basis of their Financial Proposal.
2. The Financial Evaluation will be carried out by the Contracting Authority independent of the INAC Evaluation Committee responsible for rating the Technical Proposal. Financial Proposals will be evaluated based on the methodology detailed below.
3. *All of the information required in this section **MUST** appear in the Bidder's Financial Proposal ONLY. The Bidder's Financial Proposal **MUST** be submitted in a separate, sealed envelope from the Bidder's Technical Proposal. The Bidder's failure to comply with this condition will result in the Bidder's Proposal being declared non-compliant and being given no further consideration.*
4. Failure on the part of the Bidder to provide the information required within the Financial Proposal Table(s) will result in INAC deeming the Bidder's Proposal to be non-compliant, with the Proposal being given no further consideration by INAC.
5. The Bidder **MUST** provide a fixed all-inclusive hourly rate (\$CAD) for each Area of Expertise for which it is proposing to provide services.

Should the Bidder propose more than one (1) Resource in one (1) Area of Expertise and wish to provide different rates for each Resource, the Bidder should copy that row of the table below and include different rates, including the name of each Resource as necessary. Should the Bidder propose the same Resource in different Areas of Expertise, the Bidder **MUST include** rates for each Area of Expertise for that Resource, even if the rates are the same. The Bidder should clearly mark "N/A" where it is not proposing services. Any blanks will be considered to represent a \$0 charge to INAC.

6. The fixed all-inclusive hourly rate **MUST** be inclusive of all payroll, overhead costs, disbursements, profits, and any other costs required for the Bidder to complete the work under any resultant Call-up of any awarded Standing Offer Agreement. Note: the fixed all-inclusive hourly rates are not to be quoted as a range.
7. The Bidder's fixed all-inclusive price shall be exclusive of the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) and expenses. Any amounts for taxes will be added at time of Call-up award.
8. Full points (20/20) will be awarded to the Bidder with the lowest average per hour rate (column F in the Table below) **for each Area of Expertise**. Fewer points will be awarded to all other Bidders in that Area of Expertise based on the percentage differential of their average per hour rate from that of the Bidder with the lowest, as follows:

$$\text{Financial Score per Area of Expertise} = \frac{\text{Lowest AVERAGE HOURLY RATE}}{\text{Bidder's AVERAGE HOURLY RATE}} \times 20 \text{ points}$$

Note that the above calculation considers only the Standing Offer Agreement (SOA) Years. The Bidder's proposed rates for Option Years will not be included in the financial score calculation (see 3.9 below). INAC reserves the right to correct mathematical errors in the calculation of the average per hour rate in column F. In the event of any mathematical errors in column F, the values entered in columns C – E (the bid hourly rates) will prevail.

9. Resource per hour rates are firm through to the conclusion of SOA Year 3. Thereafter (including for any optioned extension period), Resource per hour rates quoted for the 3<sup>rd</sup> year of the SOA will be increased or decreased by an amount equal to the Consumer Price Index (CPI) for Canada (<http://www.statcan.gc.ca/pub/62-001-x/2017002/t040-eng.htm>), All-Items (Not Seasonally Adjusted), published by Statistics Canada, using the

**Solicitation No. – N° de l’invitation 1000193514**

Percentage change from the corresponding month of the previous year (v41690973) for the appropriate month and year, in accordance with the following formula, rounded to the nearest two decimals:

Escalation =  $((A/B) - 1) \times 100$  Where:

A = average of the monthly CPI for Canada, for the 12 months ending three months preceding the start date of the new Standing Offer year;

B = average of the monthly CPI for Canada for the 12 months ending 15 months preceding the start date of the new Standing Offer year.

The CPI adjustment will be made automatically to the Contractor’s rates in April for SOA Years 4 and 5, and of each subsequent option year, if exercised.

Bidders **MUST** include rates for each Area of Expertise they are proposing to provide, regardless of whether or not the Bidder is proposing a single Resource in multiple categories.

A	B	C	D	E	F
Resource Name	Area of Expertise	Resource Per Hour Rate From SOA award until March 31, 2019	Resource Per Hour Rate From April 1, 2019 to March 31, 2020	Resource Per Hour Rate From April 1, 2020 to March 31, 2021	Average Hourly Rate $F=(C+D+E)/3$
<b>Theoretical Advisory</b>					
	Economic Modelling	\$	\$	\$	\$
	Agriculture	\$	\$	\$	\$
	Mining / Minerals	\$	\$	\$	\$
	Oil and Gas	\$	\$	\$	\$
	Traditional Indigenous Land Uses	\$	\$	\$	\$
<b>Applied Advisory</b>					
	Accounting	\$	\$	\$	\$
	Asset valuation	\$	\$	\$	\$

**4.2 Basis of Selection**

**4.2.1 SACC Manual Clause (2012-07-16) A0027T - 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 70% overall for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. Awards will be made to the Bidder(s) representing Best Value, as determined in accordance with the Selection and Evaluation Criteria of this RFSO. **Best Value will be defined as the highest Total Score in the Area of Expertise** with the identified language profile (i.e. the highest ranked Proposals (as applicable per Area of Expertise) meeting the minimum required pass mark AND the highest ranked Proposal meeting the minimum required pass mark and demonstrating capacity to deliver services in French, would be considered to represent Best Value).
4. The Offeror's Weighted Technical Score (/80) will be added to the Offeror's Financial Score (/20) to arrive at the Offeror's Total Score (/100).

$\frac{\text{Bidder's Technical Score}}{\text{Total Available Points}} \times 80 = \text{Prorated Technical Score}$
$\frac{\text{Lowest Averaged Rate}}{\text{Bidder's Averaged Rate}} \times 20 = \text{Financial Score}$
$\text{Total Score} = /100$

5. As a result of this solicitation INAC intends to award Standing Offer Agreements per Area of Expertise (up to six (6) or up to eight (8) Standing Offer Agreements per Area of Expertise, as identified below, with up to one (1) for services in French per Area of Expertise.
6. Within the above noted Standing Offer Agreements per Area of Expertise, INAC intends to award at least one (1) Standing Offer Agreement for French/Bilingual Services, with the remaining for English Services, should it receive acceptable French capacity demonstrated in one (1) or more Proposals. Upon awarding the identified number of Standing Offers for English services and one (1) for French/Bilingual services, INAC will combine all awards in a single ranking for the purposes of Call-up Assignment for that Area of Expertise. Should any Area of Expertise not have any proposals meeting the minimum required pass mark that demonstrate capacity to provide services in French, INAC reserves the right to award additional Standing Offers for services (up to the maximum number indicated) in English for that Area of Expertise.
7. In the event that more than one (1) proposal receives the same total score, of those proposals, the proposal with the highest technical score will be considered to represent Best Value, and will be ranked higher for Standing Offer Award or Call-up consideration, as appropriate.



Category and Areas of Expertise	# of Resources Required
<b>1. Theoretical Advisory Expertise</b>	
a. Economic models (development and analysis);	Up to eight (8)
b. Agriculture;	Up to eight (8)
c. Mining / Minerals;	Up to six (6)
d. Oil and Gas;	Up to six (6)
e. Traditional Indigenous land uses (e.g. trapping, fur trading).	Up to six (6)
<b>2. Applied Advisory Expertise</b>	
a. Accounting;	Up to six (6)
b. Asset valuation	Up to six (6)
c. Asset valuation	Up to six (6)

## **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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

#### **5.1.3 Offerors must submit the following duly completed certifications with their offer:**

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

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?_ga=1.229006812.1158694905.1413548969)).

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

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

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

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

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

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

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

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

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

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

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

This procedure is in accordance with the Departmental and *Policy on Government Security* (TBS July. 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Reliability Status** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. INAC 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 Insurance Requirements - removed**

**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 apply and form part of the Standing Offer.

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:  
PWGSC FILE # 1000193514**

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. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD/PWGSC, the Contractor/ personnel **MAY NOT HAVE ACCESS** to **PROTECTED** information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.
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 **PROTECTED 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) (<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 Standing Offer award to **March 31, 2023**.

##### **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 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.

#### **7.5 Authorities**

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

The Contracting Authority is:

Name: Alma Moyeda  
Title: Senior Procurement Officer  
Department of Indian Affairs and Northern Development  
Directorate: Materiel and Assets Management Directorate  
Address: 10 Wellington Street, 13<sup>th</sup> Floor  
Gatineau, QC K1A 0H4

Telephone: 819-953-6153  
Facsimile: 819-953-7721  
E-mail address: [alma.moyeda@canada.ca](mailto:alma.moyeda@canada.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 Contracting Authority may also authorize a representative to act on his/her behalf as Contracting Authority.

##### **7.5.2 Departmental Authority (To be identified at SOA award)**

The Departmental Authority is:

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



**Solicitation No. – N° de l'invitation 1000193514**

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 (to be identified at call-up award)**

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**

DIAND may award up to a total of forty six (46) Standing Offer Agreements (SOAs) in seven (7) Areas of Expertise across two (2) Categories, as follows:

Category and Areas of Expertise	# of SOA Award
<b>Theoretical Advisory</b>	
Economic models	Up to eight (8)
Agriculture;	Up to eight (8)
Mining / Minerals;	Up to six (6)
Oil and Gas;	Up to six (6)
Traditional Indigenous land uses (e.g. trapping, fur trading)	Up to six (6)
<b>Applied Advisory</b>	
Accounting;	Up to six (6)
Asset valuation	Up to six (6)

**7.9 Call-up Allocation and Procedures**

**7.9.1 Call-up Allocation**

**7.9.1.1** Call-ups against the Standing Offer will be issued by the Standing Offer Authority or the Project Authority (as applicable) on a proportional basis per area of expertise such that the highest-ranked Offeror receives the largest predetermined portion of the work; the second highest-ranked Offeror receives the second largest predetermined portion of the work, etc. as follows:

Where up to six (6) Standing Offers are awarded per Area of Expertise, the Call-up allocation will be as follows:

Highest Ranked Offeror:	\$2M	(19%)
Second Highest Ranked Offeror:	\$1.9M	(18.1%)
Third Highest Ranked Offeror:	\$1.8M	(17.1%)
Fourth Highest Ranked Offeror:	\$1.7M	(16.2%)
Fifth Highest Ranked Offeror:	\$1.6M	(15.2%)
Sixth Highest Ranked Offeror :	\$1.5M	(14.3%)

Where up to eight (8) Standing Offers are awarded per Area of Expertise, the Call-up allocation will be as follows:

Highest Ranked Offeror:	\$2M	(15.2%)
Second Highest Ranked Offeror:	\$1.9M	(14.4%)
Third Highest Ranked Offeror:	\$1.8M	(13.6%)
Fourth Highest Ranked Offeror:	\$1.7M	(12.9%)
Fifth Highest Ranked Offeror:	\$1.6M	(12.1%)
Sixth Highest Ranked Offeror :	\$1.5M	(11.4%)
Seventh Highest Ranked Offeror:	\$1.4M	(10.6%)
Eight Highest Ranked Offeror:	\$1.3M	(9.8%)

If the number of compliant offers is less than indicated above, the allocation percentages will be adjusted accordingly. Call-up selection will be determined on a best suited basis.

**7.9.1.2** The Departmental Authority will monitor call-up activities to ensure work is allocated in accordance with the predetermined work distribution.

**7.9.1.3** INAC will select the Contractor from the required Area of Expertise that best meets its requirement as described in the related call-up. This may include, but is not necessarily limited to, experience with specific issue, expertise in a specific subject matter, absence of conflict of interest, language capability, proximity of the location(s) of work (e.g. for in person negotiation table support) or other requirement related to the call-up.

**7.9.2 Call-up Procedures**

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

**7.9.2.2** The Standing Offer Authority or the Project Authority (as applicable) will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

Within these details, the Standing Offer Authority or Project Authority will indicate the language or work and of deliverables. Where the langue of work and/or deliverables is

**Solicitation No. – N° de l'invitation 1000193514**

French or bilingual (English and French), INAC reserves the right to issue the call-up to the Contractor that has demonstrated the required language capacity.

- 7.9.2.3** The Offeror will prepare and submit a proposal for the Work as required by the Standing Offer Authority. The proposal shall include a cost quotation established by utilizing the applicable rates as shown in the Basis of Payment, Annex "B", a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details. The proposal must be submitted to the Standing Offer Authority or the Project Authority (as applicable) within five (5) business days of receiving the request.
- 7.9.2.4** Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.9.2.3 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority or the Project Authority (as applicable) will send the request to the next best-suited Offeror. 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.
- 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 shall not commence Work until the Call-up against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

**7.10 Call-up Instrument**

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

**7.11 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 three (3) 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.

## 7.12 Priority of Documents

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

- a) the Call-up against the Standing Offer, including any Annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the Supplemental General Conditions 4007 (2010-08-16) - Canada to Own the Intellectual Property Rights in Foreground Information;
- e) the 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, Security Requirements Check List (*if applicable*);
- i) Annex D, Greening Government Operations
- j) the Offeror's offer dated \_\_\_\_\_ ("as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" (to be identified at SOA award.

## 7.13 Certifications and Additional Information

### 7.13.1 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

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

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

### 7.13.3 SACC Manual Clauses

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

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

**M3020C** (2016-01-28) Status of availability of resources – Standing Offer

**C0705C** (2010-01-11) Discretionary Audit

**A7017C** (2008-05-12) Replacement of Specific Individuals (Applies to the Theoretical Advisory Expertise Category only)

**C2000C** (2007-11-30) Taxes - Foreign-based Contractor

**Solicitation No. – N° de l'invitation 1000193514**

**7.14 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_.(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)".

- 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) 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

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 \_\_\_\_\_ (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.

### 7.5.3 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or

**Solicitation No. – N° de l'invitation 1000193514**

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: \$ \_\_\_\_\_ (taxes included)-(to be identified at SOA award).**

**7.5.4 Travel Time**

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

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

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

**7.5.5 Other Direct Expenses**

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

**Estimated Cost: \$ \_\_\_\_\_ (taxes included)-(to be identified at SOA award).**

**7.5.6 Method of Payment**

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

**7.5.6.1 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.

**7.5.6.2 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:



**Solicitation No. – N° de l'invitation 1000193514**

- 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.

**OR**

**7.5.6.3 Progress Payments**

1. Canada will make progress payments in accordance with the payment provisions of the call-up, no more than once a month, for cost incurred in the performance of the Work, up to \_\_\_\_\_ percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form [INTER-10-671E](http://www.aadnc-aandc.gc.ca/eng/1424900123351/1424900152662) (<http://www.aadnc-aandc.gc.ca/eng/1424900123351/1424900152662>), Claim for Progress Payment, and any other document required by the call-up have been submitted in accordance with the invoicing instructions provided in the call-up;
  - b. the amount claimed is in accordance with the basis of payment;
  - c. the total amount for all progress payments paid by Canada does not exceed \_\_\_\_\_ percent of the total amount to be paid under the call-up;
  - d. all certificates appearing on form [INTER-10-671E](http://www.aadnc-aandc.gc.ca/eng/1424900123351/1424900152662) have been signed by the respective authorized representatives.
2. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the call-up from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

**7.5.7 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.

**7.5.8 Payment by Credit Card - Removed**

**7.5.9 T1204 - Direct Request By Department**

- 7.5.9.1 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.

**Solicitation No. – N° de l'invitation 1000193514**

**7.5.9.2** 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:

- 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.

**OR**

1. The Contractor must submit a claim for payment using form **INTER-10-671E** (<http://www.aadnc-aandc.gc.ca/eng/1424900123351/1424900152662>), Claim for Progress Payment.

Each claim must show:

- a. all information required on form **INTER-10-671E**;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions and under subsection 7.2.1 c) and d) of this contract;
- c. a list of all expenses;
- d. expenditures plus pro-rated profit or fee;
- e. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;

**Solicitation No. – N° de l'invitation 1000193514**

- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
  - c. a copy of the monthly progress report.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
  3. The Contractor must prepare and certify one (1) copy of the claim on form **INTER-10-671E**, and forward it to the address shown on page 1 of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the claim to Cost Center Manager for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

**OR**

1. The Contractor must submit a claim for payment using form **INTER-10-671E** (<http://www.aadnc-aandc.gc.ca/eng/1424900123351/1424900152662>), Claim for Progress Payment.

Each claim must show:

- a. all information required on form **INTER-10-671E**;
  - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions and under subsection 7.2.1 c) and d) of this contract;
  - c. a list of all expenses;
  - d. expenditures plus pro-rated profit or fee;
  - e. the description and value of the milestone claimed as detailed in the Contract.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
  3. The Contractor must prepare and certify one (1) copy of the claim on form **INTER-10-671E**, and forward it the address shown on page 1 of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the claim to their Cost Center Manager for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

OR

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 along with the \_\_\_\_\_ (*insert "monthly" or "bi-monthly" or "quarterly"*) maintenance report described in \_\_\_\_\_ (*insert "the Statement of Work" or "article \_\_\_\_\_"*) of the Contract.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

2. The Contractor must distribute the invoices and reports as follows:
  - a. One (1) copy of the invoices and \_\_\_\_\_ (*insert "monthly" or "bi-monthly" or "quarterly"*) maintenance reports 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 – No Specific Requirement

#### 7.8 SACC Manual Clauses - Removed

#### 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

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

#### 7.11 Joint Venture

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

[List Joint Venture members]

\_\_\_\_\_ 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;

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

**Solicitation No. – N° de l'invitation 1000193514**

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

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

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

**ANNEX "A"  
STATEMENT OF WORK**

**SW1.0 TITLE**

Indigenous and Northern Affairs Canada, Specific Claims Branch and Negotiations – Central Branch, Expert Advisory and Peer Review Services – Standing Offer Agreements.

**SW2.0 BACKGROUND**

The Specific Claims Branch (SCB) of Indigenous and Northern Affairs Canada (INAC) deals with all Specific Claims in Canada. The Negotiations – Central Branch (NCB) is responsible, among other things, for the assessment of all Special Claims submitted by Indigenous groups (First Nations, Inuit or Métis) nationally as well as for the negotiations of Special Claims in Ontario and the Prairies, where these have been accepted for negotiation. NCB is also responsible for the negotiation of some out-of-court settlements nationally involving Indigenous groups.

Specific Claims arise from Canada's alleged breach or non-fulfilment of lawful obligations to First Nations found in treaties, agreements, or statutes (including the *Indian Act*). Special Claims and out-of-court settlements often relate to these same matters for both First Nations and other Indigenous groups but may also relate to other legal breaches or claims where the measure of damages or the approaches to resolution are similar to those handled by SCB and where required expertise may be similar to SCB claims. For simplicity herein, Specific Claims, Special Claims and out-of-court settlements will be referred to collectively as "claims" unless only one or some but not all of these types of claims is or are specifically intended.

All negotiations of claims of these types are conducted on a "without prejudice" basis, and compensation to the concerned Indigenous group is based largely on legal principles, but sometimes also on policy-based approaches (e.g., to advance reconciliation). A general legal principle of compensation in many of these negotiations is attempting to put the claimant group in the financial position it would have been in had the breach of lawful obligation not occurred. The primary goal in negotiating the settlement of these types of claims is to achieve certainty and finality for all Canadians such that the claim will not be raised again. As such, SCB and NCB negotiators represent the interests of all Canadians in negotiations with Indigenous groups.

**SW3.0 OBJECTIVE**

On behalf of INAC, SCB and NCB (the Client) require Expert Advisory and Peer Review Services to provide expertise in relation to proposals, reports, and analyses put forward by experts for First Nation / Indigenous groups, as well as to support the Client's own research with regard to various aspects of these types of claims. This involves the determination of values for recompense for a claim, in relation to lands, natural assets (for example agriculture, mining, oil and gas, etc.), or manufactured assets (for example buildings), as well as analysing and using various theoretical economic models in determining overall values.

The Client requires services in seven (7) Areas of Expertise Within each Area of Expertise, the Client requires at least one (1) bilingual (English and French) expert.

Category and Areas of Expertise	# of Resources Required
<b>3. Theoretical Advisory Expertise</b>	
Economic Models;	Up to eight (8)
Agriculture;	Up to eight (8)

Category and Areas of Expertise	# of Resources Required
Mining / Minerals;	Up to six (6)
Oil and Gas;	Up to six (6)
Traditional Indigenous Land Uses (e.g. trapping, fur trading).	Up to six (6)
<b>4. Applied Advisory Expertise:</b>	
Accounting;	Up to six (6)
Asset valuation.	Up to six (6)

#### SW4.0 DEFINITIONS AND APPLICABLE DOCUMENTS

4.1 The following list of terms and acronyms is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this Statement of Work.

<u>Term/Acronym</u>	<u>Definition</u>
---------------------	-------------------

<b>Area of Expertise</b>	The specific subject matters in which an Offeror is qualified to deliver services (see SW3 Objectives), as set out in the Offeror's SOA.
<b>Bilingual</b>	For the purposes of this SOA, means the Resource has the capacity to fully provide all services (written, verbally, and aural) equally in English and Canadian French.
<b>Call-up / Contract</b>	Under a valid SOA, a document prepared by INAC and issued by the Standing Offer Authority or the Project Authority (as applicable) to the Offeror, through which INAC will acquire the required services. It will contain requirements for the provision of said services, which will be consistent with the Statement of Work herein, and may consist of any combination of the required services listed herein. Upon acceptance and execution of the Call-up by the Offeror, the Call-up forms a binding contractual commitment to deliver the identified services.
<b>Category</b>	Refers to the grouping of Areas of Expertise. There are two (2) Categories: Theoretical Advisory and Applied Advisory.
<b>Claim</b>	Unless otherwise specified herein, a claim refers equally to Specific Claims, Special Claims and out-of-court settlements.
<b>Contractor</b>	The qualified Offeror holding a valid Standing Offer Agreement who has executed Call-ups duly authorized by INAC for the delivery of the services.
<b>Expert Advisory and Peer Review services</b>	Mean the services as defined in SW5.0 Scope of Work, and as further set-out in any resulting Call-up(s).
<b>INAC</b>	Indigenous and Northern Affairs Canada.
<b>NCB</b>	Negotiations – Central Branch.
<b>Offeror</b>	The qualified supplier (individual or firm) holding a valid Standing Offer Agreement who is eligible to be considered for Call-ups in the Area(s) of Expertise specified in the SOA.

**Term/Acronym Definition**

<b>Project Authority</b>	The officer or employee of the Crown who is authorized by the Minister to perform any of the Project Authority's functions as described in the Articles of Agreement. The Project Authority or his/her delegate is responsible for all matters concerning the technical content of the work against the SOA any authorized Call-ups. The Project Authority for each Call-up will be identified in the associated Call-up document.
<b>Resource</b>	The individual(s) qualified to provide services to INAC on behalf of the Offeror.
<b>SCB</b>	Specific Claims Branch.
<b>SOW</b>	Statement of Work.
<b>Standing Offer Agreement (SOA)</b>	An overarching agreement between INAC and a qualified Contractor to provide Expert Advisory and Peer Review Services on an as and when required basis. Individual work requirements may be initiated throughout the duration of the SOA by means of a Call-up document. An SOA does not constitute a Contract.
<b>Standing Offer Authority</b>	The Standing Offer Authority will be the sole authority on behalf of Canada for the administration of the SOA. Any changes to the SOA must be authorized in writing by the Standing Offer Authority. The Offeror 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 Standing Offer Authority. The Standing Offer Authority for this requirement will be identified upon Award.
<b>the Client</b>	Refers to Specific Claims Branch and Negotiations – Central Branch of Indigenous and Northern Affairs Canada's Treaties and Aboriginal Government Sector.

4.2 In addition to any provisions contained within any Call-up, the following websites may provide further useful information to Offerors in determining the context of this requirement, as well as its size and scope:

4.2.1 The Specific Claims Policy and Process Guide: <https://www.aadnc-aandc.gc.ca/eng/1100100030501/1100100030506>.

**SW5.0 SCOPE OF WORK**

5.1 The Offeror shall provide Expert Advisory and Peer Review Services, as required and as stated in any resultant Call-up, within the Area(s) of Expertise in which it is qualified by INAC (as set out in the SOA).

5.2 Resources qualified to provide **Theoretical Advisory expertise** may be requested to prepare internal documentation to support a claims process or a negotiation, such as but not necessarily limited to, reports, presentations, and other related documents. In so doing, the Resource may be requested to complete some or all of the following services, as described in any resultant Call-up:

5.2.1 Develop or review existing theoretical models in relation to the analysis of natural resources (such as but not necessarily limited to agricultural potential, mining potential and mineral deposits, or oil and gas), economies, land use and the environment, or other related areas;

5.2.2 Review and comment on reports;

5.2.3 Review and provide comment on third party responses to reports;

5.2.4 Peer review third-party models or reports;



**Solicitation No. – N° de l'invitation 1000193514**

- 5.2.5 Review and summarize historical information on various topics as applicable to the Contractor's Area(s) of Expertise, such as but not necessarily limited to agriculture, mining, oil and gas, economies, traditional indigenous land use such as trapping and fur trading, and other related topics;
- 5.2.6 Provide opinions on reports and analyses, and accuracy of historical reports or other factual information;
- 5.2.7 Review and comment on methodologies used;
- 5.2.8 Identify information not included in a report (e.g. gaps, assumptions, etc.), or sources of information to be consulted;
- 5.2.9 Present information, expertise, and/or advice related to the Resource's Area(s) of Expertise in person at a negotiation session. This may include, but is not necessarily limited to, analysis, findings, models, etc.;
- 5.2.10 Present information to internal government officials; and
- 5.2.11 Other related tasks as defined in the Call-up.
- 5.3 Resources qualified to provide **Applied Advisory expertise** may be requested to prepare internal documentation to support a claims process or a negotiation, such as but not necessarily limited to, reports, presentations, and other related documents. In so doing, the Resource may be requested to complete some or all of the following services, as described in any resultant Call-up:
  - 5.3.1 Review financial accounts, conduct audits, or other related analysis, or review existing reports related to the same;
  - 5.3.2 Determine valuations of assets, or review and comment on existing report(s) on valuations of assets;
  - 5.3.3 Determine rights in relation to immovable property, natural resources, moveable assets, or other related assets, or review and comment on existing reports on the same;
  - 5.3.4 Develop, review, comment on, or analyze studies or technical support material. As required this may include study or photography of assets in the field;
  - 5.3.5 Present information, expertise, and/or advice related to the Resource's Area(s) of Expertise in person at a negotiation session. This may include, but is not necessarily limited to, analysis, findings, etc.;
  - 5.3.6 Present information to internal government officials; and
  - 5.3.7 Other related tasks as defined in the Call-up.

**SW6.0 DELIVERABLES**

- 6.1 The Offeror shall provide any and all reports, reviews, analyses or other documentation related to the Scope of Work as described in any resultant Call-up.
  - 6.1.1 Details on specific deliverables including language, subject matter, purpose, and any other relevant information will be described in any resultant Call-up.
- 6.2 All deliverables shall be in hard-copy, electronic, or both, as required and as identified by the Project Authority. Any and all electronic deliverables must be in PDF, or an appropriate MS Office 2013 (or later) format (i.e. Word, Excel, PowerPoint, or other format appropriate to the deliverable requested).

## **SW7.0 RESOURCE REQUIREMENTS**

7.1 The Offeror shall provide the services of expert Resource(s) in the Category(ies) and Area(s) of Expertise described above, as included within the Offeror's Proposal.

7.2 Deployed Resources shall meet the minimum requirements for the Category in which they are providing services, as follows:

7.2.1 For **Theoretical Advisory** experts:

a) Each Resource must possess:

- i. A minimum of six (6) years of professional work experience in the Area of Expertise in which they are providing services; and
- ii. A PhD from a recognized post-secondary institution in a related field or an additional five (5) years of professional work experience in the Area of Expertise in which they are providing services (for a minimum of 11 years' professional work experience); and

Experience may be gained through work as a professor or researcher at a post-secondary institution, or at a private firm doing research related to the Area of Expertise.

b) Each Resource must have at least one (1) relevant paper published in at least one (1) peer reviewed academic journal in the Area of Expertise in which they are considered an expert.

7.2.2 For **Applied Advisory** experts:

a) Each Resource must possess a minimum of six (6) years of professional work experience in the Area of Expertise in which they are providing services. Experience must be gained through work experience.

b) Where a professional organization exists for the Area of Expertise, the Resource must be a member of their professional organization or hold a related professional designation as follows:

- i. Accounting: Chartered Professional Accountant, or recognized equivalent protected designation (i.e. Associate of the Chartered Accountants in NWT and Nunavut, or Associate of the Chartered Professional Accountants in the Yukon);
- ii. Asset valuation: Chartered Business Valuator, Accredited Appraiser (Canadian Institute), Canadian Residential Appraiser, or equivalent as determined by INAC.

7.3 Resource Replacement

7.3.1 Given the nature of this requirement for expert analysis and review services, resource replacement by the Contractor is not permitted under this Standing Offer Agreement.

## **SW8.0 APPROACH AND METHODOLOGY**

8.1 In addition to, but notwithstanding the above, the Offeror shall ensure that its Resource(s) employ all standards, techniques, methods and approaches required to fulfill the requirements of this SOW in compliance with SW9.0 Performance Standards and Quality Assurance.

## **SW9.0 PERFORMANCE STANDARDS AND QUALITY ASSURANCE**

9.1 The Offeror shall possess or ensure the provision of content knowledge appropriate for the Expert Advisory and Peer Review services for the Category(ies) and Area(s) of Expertise in which the Offeror's Resources are qualified, as described in all authorized Call-ups, and shall continuously strive to improve its methodological and practice skills.

**Solicitation No. – N° de l'invitation 1000193514**

- 9.2 In providing Expert Advisory and Peer Review Services as described above, the Offeror shall, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:
- 9.2.1 Efficient time management is of utmost importance to INAC's Expert Advisory and Peer Review Services. At the issuance of each Call-up, INAC will establish with the Contractor 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. The Contractor shall deliver the services by the deadlines established by the Project Authority, as specified within the Call-up. Every effort shall be made by INAC to provide the Contractor with reasonable deadlines.
- 9.2.2 In addition to the requirement for Contractor Performance, there is an inherent Quality Assurance Standard associated with all Call-ups. The Offeror shall apply a rigorous Quality Assurance methodology to ensure the accuracy and quality of all deliverables and services provided.
- 9.3 All deliverables rendered under all Call-ups are subject to inspection by the Project Authority or a designated representative. The Project Authority reserves the right to verify the accuracy of all deliverables.
- 9.4 The management by the Offeror of service delivery to INAC in relation to all authorized Call-ups shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, codes and policies as well as professional standards.
- 9.5 The Offeror shall ensure that all Resources deployed in the provision of services under the authorized Call-ups, including any and all sub-contractors, are properly trained and qualified to fulfill their responsibilities. In addition, the Offeror shall ensure that all deployed Resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.

**SW10.0 REPORTING REQUIREMENTS**

- 10.1 It is the responsibility of the Offeror to facilitate and maintain regular communication with the INAC Project Authority. In addition, the Offeror is to immediately notify the Project Authority of any issues, problems, or areas of concern in relation to any work completed as they arise.

**SW11.0 RISKS AND CONSTRAINTS**

- 11.1 The work under the SOA and any resulting Call-up must be completed within a strict timeline. The Offeror may be required to conduct work outside of normal operating hours in order to meet associated deadlines.
- 11.2 The Offeror, and all deployed Resources under any resulting Call-up(s), must be free of actual, potential, or perceived conflict of interest in relation to the parties to a negotiation or a particular claim. To support this, the Offeror and all Resources shall confirm to the INAC Project Authority prior to accepting any Call-up, and shall regularly report during the course of any authorized Call-up any First Nations or Indigenous groups, or parties representing Indigenous peoples with whom the Offeror and its Resources has worked in the previous year; to support INAC's review and determination of the Offeror's and the Resource's Conflict(s) of Interest, if any.

**SW12.0 CONTRACTOR RESPONSIBILITIES**

- 12.1 In fulfilling the terms and conditions of the SOA, the Offeror agrees to:
- 12.1.1 Provide a mutually agreed-upon principal Point of Contact for the Offeror, who will be actively involved in, and responsible for, all activities undertaken by the Offeror's Resource(s);

**Solicitation No. – N° de l'invitation 1000193514**

- 12.1.2 Provide a work plan and schedule prior to the commencement of work on each Call-up, as required;
- 12.1.3 Complete assigned work according to pre-defined schedules and standards;
- 12.1.4 Provide Quality Assurance monitoring on all deliverables;
- 12.1.5 As required, liaise with the Project Authority and any stakeholders identified by the Project Authority for meetings, project reviews and other related project management activities.

**SW13.0 GOVERNMENT REPRESENTATIVE AND SUPPORT**

- 13.1 As required for the completion of work under any authorized Call-up, INAC will provide:
  - 13.1.1 Access to the Project Authority and/or other INAC personnel as required for meetings, consultations, and information for the successful completion of the Offeror's work under this SOA and any resultant Call-up.
  - 13.1.2 Access to relevant documentation and reference materials to which the Offeror would not otherwise have access as required to complete the Work;
  - 13.1.3 Review of submissions, as required, and the provision of comments/suggested revisions, in a timely manner; and
  - 13.1.4 Other assistance and support as appropriate.

**SW14.0 LOCATION OF WORK AND TRAVEL**

- 14.1 It is anticipated that the majority of work will take place at the Offeror's place of business.
- 14.2 As required, meetings with the Project Authority or other authorized INAC personnel may take place by teleconference / videoconference where the Offeror is not located within a reasonable distance of the Client's facilities.
- 14.3 Where travel is necessary to attend negotiation sessions, or is otherwise necessary to conduct the work, pre-approved travel will be reimbursed in accordance with the Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>).
- 14.3.1 Notwithstanding, the Client typically seeks to select an Offeror that is proximate to any locations at which work is required, as necessary for any in-person support for any ongoing negotiation, or other related work requiring on-site support from the Offeror's Resource(s).

**SW15.0 LANGUAGE OF WORK**

- 15.1 As a Department of the federal government, INAC is required under the *Official Languages Act* to provide its services in either Official Language of Canada.
- 15.2 The Offeror shall ensure that all verbal and written communication with the Department is in English, at a minimum.
- 15.3 The language of all written Deliverables shall be English, at a minimum.
- 15.4 Notwithstanding the above, where the Offeror has identified the capacity of its Resources to provide services in French or Bilingually (English and French) the Client may require services and/or deliverables to be provided in French, as authorized in the resulting Call-up.

**ANNEX "B"  
BASIS OF PAYMENT**

Resource per hour rates are firm through to the conclusion of SOA Year 3. Thereafter (including for any optioned extension period), Resource per hour rates quoted for the 3<sup>rd</sup> year of the SOA will be increased or decreased by an amount equal to the Consumer Price Index (CPI) for Canada (<http://www.statcan.gc.ca/pub/62-001-x/2017002/t040-eng.htm>), All-Items (Not Seasonally Adjusted), published by Statistics Canada, using the Percentage change from the corresponding month of the previous year (v41690973) for the appropriate month and year, in accordance with the following formula, rounded to the nearest two decimals:

Escalation =  $((A/B) - 1) \times 100$  Where:

A = average of the monthly CPI for Canada, for the 12 months ending three months preceding the start date of the new Standing Offer year;

B = average of the monthly CPI for Canada for the 12 months ending 15 months preceding the start date of the new Standing Offer year.

The CPI adjustment will be made automatically to the Contractor's rates in April for SOA Years 4 and 5, and of each subsequent option year, if exercised.

A	B	C	D	E
<b>Resource Name</b>	<b>Area of Expertise</b>	<b>Resource Per Hour Rate From SOA award until March 31, 2019</b>	<b>Resource Per Hour Rate From April 1, 2019 to March 31, 2020</b>	<b>Resource Per Hour Rate From April 1, 2020 to March 31, 2021</b>
<b>THEORETICAL ADVISORY</b>				
	Economic Modelling	\$	\$	\$
	Agriculture	\$	\$	\$
	Mining / Minerals	\$	\$	\$
	Oil and Gas	\$	\$	\$
	Traditional Indigenous Land Uses	\$	\$	\$
<b>APPLIED ADVISORY</b>				
	Accounting	\$	\$	\$
	Asset Valuation	\$	\$	\$

**ANNEX "C"  
SECURITY REQUIREMENTS CHECK LIST**



Contract Number / Numéro du contrat <b>1000193514</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

**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
1) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
Brief Description of Work / Brève description du travail FSO for Economist Services			
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
c) 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
Indicate the type of access required / Indiquer le type d'accès requis			
1) 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
2) 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
3) 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
4) 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"/>	
5) Release restrictions / Restrictions relatives à la diffusion	6) All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	7) No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
8) Not releasable / ne pas diffuser <input type="checkbox"/>	9) Restricted to: / Limité à: <input type="checkbox"/>	10) Restricted to: / Limité à: <input type="checkbox"/>	
11) Specify country(ies): / Préciser le(s) pays:	12) Specify country(ies): / Préciser le(s) pays:	13) Specify country(ies): / Préciser le(s) pays:	
14) Level of information / Niveau d'information			
15) PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	16) NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	17) PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
18) PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	19) NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	20) PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
21) PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	22) NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	23) PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
24) CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	25) NATO SECRET / NATO SECRET <input type="checkbox"/>	26) CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
27) SECRET <input type="checkbox"/>	28) COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	29) SECRET <input type="checkbox"/>	
30) TOP SECRET <input type="checkbox"/>		31) TOP SECRET <input type="checkbox"/>	
32) LES SECRET <input type="checkbox"/>		33) TRÈS SECRET <input type="checkbox"/>	
34) XP SECRET (SIGINT) <input type="checkbox"/>		35) TOP SECRET (SIGINT) <input type="checkbox"/>	
36) LES SECRET (SIGINT) <input type="checkbox"/>		37) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

IS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>
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Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 1000193514
Security Classification / Classification de sécurité UNCLASSIFIED

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?  
if Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité:  No  Yes /  Non  Oui

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  Yes /  Non  Oui

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

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  Yes /  Non  Oui

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

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  Yes /  Non  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  Yes /  Non  Oui

PRODUCTION

11 c) Will the production (manufacture, end/or repair end/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  Yes /  Non  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  Yes /  Non  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  Yes /  Non  Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Contract Number / Numéro du contrat 1000193514 Security Classification / Classification de sécurité UNCLASSIFIED
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For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO					COMSEC				
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	Protected / Protégé			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Informations / Biens																
Personnel / Personnel																
IT Media / Support IT / IT Media / Support IT																
IT Link / Liens électroniques																

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).

1000193514

11.1 Personnel Security Screening Level Required / Niveau d'exigence de la sécurité du personnel requis :	<input type="checkbox"/> None / Aucun requis	<input checked="" type="checkbox"/> Minimum / Minimum	<input type="checkbox"/> Confidential / Confidentiel	<input type="checkbox"/> Secret	<input type="checkbox"/> Top Secret / Très secret	
11.2 May unescorted personnel be used for portions of work? / Du personnel sans supervision supplémentaire peut-il se voir servir des parties du travail?	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui	<input type="checkbox"/> None / Aucun requis			
12. 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?	<input checked="" type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui			

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat  
1000193514  
Security Classification / Classification de sécurité





**Indigenous and  
Northern Affairs Canada**

**Affaires autochtones  
et du Nord Canada**

# IT Security Safeguard Requirements

<b>Contractor Name</b>	<b>RFSO</b>
<b>Contract Number</b>	<b>1000193514</b>
<b>Document Number:</b>	
<b>Document Version Number:</b>	
<b>Date:</b>	<b>12 July 2017</b>
<b>Designation:</b>	<b>UNCLASSIFIED</b>

**Overview**

In accordance with the Security Requirement Checklist (SRCL) for contract 1000193514, 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&section=text>) and Indigenous and Northern Affairs Canada's (INAC) Information Security Requirements listed within this document.

Public Services and Procurement Canada (PSPC) 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 INAC 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 INAC data to INAC's Departmental Security Officer;
- Notify INAC's Departmental Security Officer regarding any security breach or suspected security breach which could impact INAC data; and
- Inform all staff who will be handling INAC 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 INAC 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 INAC 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/te-st/res/im/pubs/seg/html/home\\_e.htm](http://www.rcmp-grc.gc.ca/te-st/res/im/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 INAC, 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 INAC 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. INAC accepts any residual risk for their use during the contract. Therefore, an IT inspection by PSPC to verify remote access services is not required.

Classification Level	INAC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to INAC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password; and</li> <li>• Email server communication is protected with TLS encryption.</li> </ul>
	Fax	<p>The Contractor can transmit Protected A Data to INAC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The sending fax machine is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advise recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing INAC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>• The administrator user name and password must be changed from their default values;</li> <li>• The network name (SSID) has been changed from its default value; and</li> <li>• WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> <li>o Must be 8 characters or longer;</li> </ul> </li> </ul>

**IT Security Requirements****Contract # 1000193514****Unclassified**

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

**IT Security Requirements****Contract # 1000193514****Unclassified**

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

## ANNEX "D"

### GREENING GOVERNMENT OPERATIONS

#### Greening Government Operations

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

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

In accordance with the [Policy on Green Procurement](#) and Federal Sustainable Development Strategy, for this requirement:

#### General

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

#### Travel

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

#### Paper Consumption

**Solicitation No. – N° de l'invitation 1000193514**

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

Goods Used in Service Delivery

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



**ANNEX E**

**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;

**Solicitation No. – N° de l'invitation 1000193514**

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.

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Printed Name and Signature of Authorized Agent of Bidder

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Position Title

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Date

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

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

**OR**

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

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

**OR**

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for

**Solicitation No. – N° de l'invitation 1000193514**

**Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)**