



# REQUEST FOR STANDING OFFER

**Bid Receiving:**

Heritage Canada (acting as the bid receiving agent on behalf of Crown-Indigenous Relations and Northern Affairs Canada  
 15 Eddy Street, 2nd Floor, Mallroom 2F1  
 Gatineau, QC K1A 0M5

**REQUEST FOR STANDING OFFERS**

**Proposal to DIAND:**

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

<b>Vendor/Firm Name</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>GST/HST Number</b>	
<b>QST Number</b>	

<b>Title</b> Expert Advisory & Peer Review Services: Land rights & valuation	
Solicitation Number 1000195058	
Date (YYYYMMDD) 2019-11-07	
<b>Solicitation Closes At</b> 14:00 hrs	<b>Time Zone</b> Eastern Standard Time (EST)
On (YYYYMMDD) 2019-12-16	
<b>Standing Offer Authority Name</b> Alma Moyeda	
<b>Telephone Number</b> (819) 953-6153	
<b>Facsimile Number</b> (819) 953-7721	
<b>Email Address</b> alma.moyeda@canada.ca	
<b>Destination(s) of Services</b> Canada	
<b>Security</b> THIS REQUEST INCLUDES SECURITY PROVISIONS	
<b>Instructions:</b> See Herein	
<b>Delivery Required:</b> See Herein	
<b>Person Authorized to sign on behalf of Vendor</b>	
<b>Name</b>	
<b>Title</b>	

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## **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, the Security Requirements Checklist, and Certification and any other annexes.

### **1.2 Summary**

- 1.2.1** On behalf of CIRNAC, Specific Claims Branch (SCB) and Negotiations Central Branch (NCB) require Expert Advisory and Peer Review Services in relation to land rights & valuation and forestry in order to provide expertise on 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. The period of the Standings 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.3** The Request for Standing Offers (RFSO) is to establish Regional Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

### **1.3 Security Requirements**

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 Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

#### **1.4 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should 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.

#### **1.5 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's press release provides additional information.

#### **1.6 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>) 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 (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.44 of 2006, Standard Instructions – Request for Standing Offers – Goods or Services, Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 180 days

### **2.2 Submission of Offers**

**2.2.1** Offers (and any amendments thereto) must be submitted in hard copy and soft copy format in PDF (excluding Email) to the Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) Bid Receiving Address by the date, time and place indicated on page 1 of the RFSO document. CIRNAC 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 Contracting Officer 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: 1000195058
- Standing Offer Authority: Alma Moyeda
- Closing Date: December 16, 2019
- Offeror's Name and Address
- "Offer Documents Enclosed"

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### **Definitions**

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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



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

### **3.1 Offer Preparation Instructions**

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

Section I: Technical Offer 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.fpsgc-pwpsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should, when submitting hard copies:

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

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

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

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

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### **3.2 Exchange Rate Fluctuation**

C3011I (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**

### **3.3 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures**

As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites 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

- 3.3.1** The Company Security Officer must ensure through the Contract Security Program 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 CIRNAC 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 CIRNAC Evaluation Committee will be taken into consideration.
5. Proposals will be evaluated as follows:  
Each Proposal 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 Point-Rated Criterion R4 and 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.**
7. Bidders may propose Resources to provide Services in one (1) or more Regions, as described in the Statement of Work. Resources will be evaluated separately per Region.
8. Bidders may propose Resources in one (1) or more Area of Expertise, as described in the Statement of Work. Notwithstanding, each Resource will be evaluated separately against each Mandatory and Point-Rated Criterion for each Area of Expertise in which they are proposed.
9. Each Area of Expertise will be evaluated separately. Within each Region, all Criteria at all stages are applicable to each Area of Expertise, as described.
10. The following definitions apply to these Evaluation Criteria:
  - i) "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.

- ii) **"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.
  - iii) **"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 Region(s) and Area(s) of Expertise in which he/she is proposed.
  - iv) **"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"**.
  - v) 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.
  - vi) 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.
11. The RFSO contains an Indigenous Opportunity Considerations (IOCs) requirement where Bidders are required to describe how meaningful and lasting benefits will be achieved for the Indigenous business/people of a CLCA area(s). At time of call-up, where the services may be delivered within a CLCA area, the Contractor will be required to submit an IOCs describing how the Contractor intends to address Indigenous employment, sub-contracting or on-the-job training/skills development. Please consult Annex A, Statement of Work - 14.4.3.

#### 4.1.2 Mandatory Technical Criteria

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.

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> <ul style="list-style-type: none"> <li>i. Land studies: Valuation &amp; Rights;</li> <li>ii. Forestry.</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.</p>		
<p>1.2 For each Area of Expertise proposed, the Bidder <b>MUST</b> identify the Region(s) in which the Resource is proposed to provide Services:</p>		
<ul style="list-style-type: none"> <li>i. <b>Pacific</b> – including services within British Columbia and the Yukon;</li> </ul>		
<ul style="list-style-type: none"> <li>ii. <b>Western</b> – including services within Alberta, Saskatchewan, Manitoba, and the Northwest Territories;</li> </ul>		
<ul style="list-style-type: none"> <li>iii. <b>Ontario</b>;</li> </ul>		
<ul style="list-style-type: none"> <li>iv. <b>Québec and Nunavut</b>;</li> </ul>		
<ul style="list-style-type: none"> <li>v. <b>Atlantic</b> – including services within New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland and Labrador.</li> </ul>		
<p>Resources may be proposed in more than one (1) of the above Regions; however, each Region will be evaluated separately for each Area of Expertise.</p>		
<p>1.3 The Bidder <b>MUST</b> demonstrate that the Resource possesses a minimum of one (1) completed project in the Area of Expertise pertaining to at least one (1) province or territory within the Region in which the Resource is proposed to provide the services.</p>		
<ul style="list-style-type: none"> <li>a) <i>For example, if a Resource is proposed in the Atlantic Region in the Forestry Area of Expertise, the Bidder must demonstrate the Resource possesses one (1) completed project providing Expert Advisory and Peer Review Services in the Area of Forestry pertaining to one (1) of New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland or Labrador.</i></li> </ul>		
<p>1.4 The Bidder <b>MUST</b> demonstrate that the Resource possesses a minimum six (6) years of professional work experience in the Area of Expertise in which they are proposed. Bidders must ensure sufficient information is provided to allow the Evaluation Committee to determine that the Resource has sufficient years of experience to meet this mandatory minimum requirement.</p>		
<p>1.5 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>Land studies / valuation / rights:</b> Certified Land Appraiser or Real Property Valuator or Member in good standing of the Association of Canada</li> </ul>		

MANDATORY REQUIREMENT	COMPLIANT (YES/NO)	Page #
<p>Lands Surveyors;</p> <p>ii. Forestry: Registered Professional Forester or Professional Forester Associate Member; Registered Forest Technologist, or equivalent as determined by CIRNAC.</p> <p>a) The Bidder <b>MUST</b> also demonstrate that the proposed Resource is eligible to practice, by demonstration that he or she <b>possesses or is eligible</b> to obtain valid registration and license (as applicable) within their Area of Expertise granted by the provincial/territorial regulating body governing at least one (1) province/territory in the Region in which the Resource is being proposed.</p> <p>1.6 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, demonstration of a paper published in French, or demonstration of an exemption to Government of Canada language testing for French language at the level of EEE.</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 services, however evaluation of the Proposal may continue should all other Mandatory Requirements be met. For clarity: Bidders that do not meet this 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) Region and/or more than one (1) Area of Expertise, Bidders are encouraged to list their experience for each Region and/or Area of Expertise separately so that the Evaluation Committee can clearly determine compliance. For example, where a study produced by the Resource is clearly related to forestry and land valuation, that study should be listed twice: once under demonstration of expertise in forestry, once under demonstration of expertise in land valuation.</i></b></p>		

**4.1.3 Point Rated Technical Criteria**

Only those Proposals meeting the above Mandatory Requirements (M1) will be deemed compliant and will be evaluated by the CIRNAC Evaluation Committee on the basis of the Point-Rated Criteria (R1-R4).

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.

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 CIRNAC'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 demonstrated beyond the minimum required six (6) years</b> 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 each</b> demonstrated litigation or negotiation process in which the Resource was involved.</p> <p>Bidders should clearly identify the nature of the process (litigation or negotiation) and provide sufficient information to demonstrate the role and experience of the Resource in that process. Bidders should provide the name of the proceeding, or the name of the individual or organization who retained the Resource's services (if possible).</p> <p>1.3 The Resource will receive <b>up to ten (10) points</b> for demonstrated experience in either:</p> <ul style="list-style-type: none"> <li>i. providing independent opinions, expert advice, or third-party reviews to external clients; OR</li> <li>ii. providing independent opinion or acting as an expert advisor to an independent decision-making body or other board/panel that is at arms length from the Resource (i.e. not to a person or entity to whom the individual has a reporting or organizational relationship in the course of day-to-day work). 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.</li> </ul> <p><b>Up to two (2) points will be awarded per engagement demonstrated, up to five (5) engagements</b>, as follows:</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 should 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</p>	<p><b>40 points in total</b></p>

RATED CRITERIA	WEIGHT
above).	
<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:</p> <ul style="list-style-type: none"> <li>i. the Resource's experience or understanding of Indigenous claims processes (Specific Claims, Special Claims, and out-of-court settlements) OR</li> <li>ii. the Resource's experience in each of: negotiation, mediation, arbitration and litigation.</li> </ul> <p>Experience or understanding (as applicable in i or ii above) should demonstrate relation to the role that the Resource has in each of those processes.</p> <p>In demonstrating their experience or understanding (as applicable in i. or ii. above) Bidders should address the full scope of potential engagement of the Resource, and demonstrate a depth of experience or understanding (as applicable) of the processes and contexts.</p> <p>Points will be awarded as follows:</p> <p><b>15 / 15 points</b> = The Resource clearly demonstrates either:</p> <ul style="list-style-type: none"> <li>i. an in depth understanding of each type of Indigenous claim process (Specific, Special and out-of-court settlement); OR</li> <li>ii. experience in each type of Indigenous claim process (Specific, Special and out-of-court settlement); OR</li> <li>iii. experience in each of negotiation, mediation, arbitration and litigation.</li> </ul> <p><b>10 / 15 points</b> = The Resource demonstrates either:</p> <ul style="list-style-type: none"> <li>i. an in depth understanding of two (2) of the three (3) types of Indigenous claim processes (Specific, Special and out-of-court settlement) generally; OR</li> <li>ii. experience in two (2) of the three (3) types of Indigenous claim processes (Specific, Special and out-of-court settlement); OR</li> <li>iii. experience in three (3) of negotiation, mediation, arbitration and litigation.</li> </ul> <p><b>7 / 15 points</b> = The Resource demonstrates:</p> <ul style="list-style-type: none"> <li>i. an in depth understanding of one (1) type of Indigenous claim process (Specific, Special and out-of-court settlement); OR</li> <li>ii. experience in one (1) of the three (3) types of Indigenous claim processes (Specific, Special and out-of-court settlement); OR</li> <li>iii. experience in two (2) of negotiation, mediation, arbitration and litigation.</li> </ul> <p><b>3 / 15 points</b> = The Resource demonstrates limited understanding of Indigenous claims processes OR demonstrates some related experience, but description is lacking in detail.</p> <p><b>0 / 15 points</b> = No response or not clearly demonstrated.</p>	30 points in total



RATED CRITERIA	WEIGHT
<p>2.2 The Resource should demonstrate the breadth and depth of understanding OR experience of the proposed Resource with Indigenous (First Nations, Inuit or Métis) issues in Canada, pertaining to the Region and Area of Expertise in which the Resource is proposed to provide services, 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 Resource clearly demonstrates the breadth and depth of their understanding OR experience: within the Region related to five (5) Indigenous issues relevant to the Area of Expertise in which the Resource is proposed to provide services.</p> <p><b>10 / 15 points</b> = The Resource clearly demonstrates the breadth and depth of their understanding OR experience: within the Region related to at least three (3) Indigenous issues relevant to the Area of Expertise in which the Resource is proposed to provide services.</p> <p><b>7 / 15 points</b> = The Resource clearly demonstrates the breadth and depth of their understanding OR experience: within the Region related to at least one (1) Indigenous issue relevant to the Area of Expertise in which the Resource is proposed to provide services.</p> <p><b>3 / 15 points</b> = The Bidder demonstrates general understanding or experience with Indigenous issues in Canada. Relevance to the Region or Area of Expertise is not clearly demonstrated.</p> <p><b>0 / 15 points</b> = No response or not clearly demonstrated.</p>	
<p><b>R3. Proposal Quality</b></p> <p><b>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><b>3.1 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>3.2 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><b>3.3 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-</p>	<p><b>10 points</b> in total</p>

RATED CRITERIA	WEIGHT
<p>references within the Proposal for highlighted information are easily identified and clearly found. 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>	<b>80</b>
<b>TOTAL POSSIBLE SCORE (R1-R3)</b>	<b>56/80</b>
<p><b>R4. Indigenous Opportunity Considerations</b></p> <p>The Bidder should identify and describe those areas of the work where it is proposed there is the potential to incorporate Indigenous Opportunity Considerations (IOCs) [e.g. employment, subcontracting, supply, services, or training/capacity building, etc.] as part of, or support to, the delivery of the Resource's Services. The Bidder should describe its approach to identifying specific IOCs and how they would be implemented under any Call-ups where there is work performed within or service delivery to a location within a Comprehensive Land Claims Agreement (CLCA) area.</p> <p><b>4.1 Up to ten (10) points</b> will be awarded for proposing an achievable and realistic approach that enables the maximization of employment, subcontracting, use of suppliers or services, or training/capacity building with Land Claims Beneficiaries and Participants, whether directly or ancillary to the services to be provided under a Call-up, together with demonstration that elements of the approach have been used successfully on past projects or have a demonstrable likelihood of being achieved identifying the positive outcomes the approach will have in the CLCA area.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>i. The Bidder proposes realistic methods to identify and engage with Land Claims Beneficiaries /Participants to facilitate the opportunities (e.g. communications, recruitment/retention, etc.) (up to 4 points);</li> <li>ii. The Bidder identifies potential opportunities for direct employment, sub-contracting, ancillary services, supplies, training or capacity building that are relevant to the Services or the Area of Expertise (up to 6 points).</li> </ul> <p>For each of a) and b), points will be awarded as follows:</p> <p><b>6/6 points OR 4/4 points</b> (as applicable) = The Bidder provides a detailed approach to the factor that is clearly related to the required Services and is related to the Region in which the Resource is proposed. The Bidder may demonstrate that the same or similar approaches have been used in the past and resulted in measurable participation of Indigenous peoples in the work, including description of best practices or lessons learned, OR describes how the approach will be implemented to achieve positive outcomes in the Region.</p> <p><b>4/6 points OR 2.5/4 points</b> (as applicable) = The Bidder provides a detailed approach to the factor that is clearly related to the required Services and can be related to the Region in which the Resource is proposed.</p> <p><b>2/6 points OR 1.25/3 points</b> (as applicable) = The Bidder provides an approach to the factor.</p>	<b>10</b>

RATED CRITERIA	WEIGHT
<p>Relation to the Region or the required Services may be limited in detail.</p> <p><b>0 points</b> = Not addressed or not clearly demonstrated.</p>	
<p><b>Sub-Total R1-R4</b></p>	<p><b>/ 90</b></p>
<p><b>Pro-rated Written Proposal Score (R1-R4)</b></p> <p>For Resources meeting the required passmark on R1-R3, the score for the Resource on each of R1 – R4 will be summed to arrive at a total out of 90 points, and the score for the Resource pro-rated to arrive at a Pro-rated Score on the Written Proposal out of 80, as follows:</p> <p><math>[(\text{Score on R1} + \text{Score on R2} + \text{Score on R3} + \text{Score on R4}) / 90 \text{ points}] \times 80</math></p>	<p><b>80</b></p>

**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.

Proposed Resource Information		
Resource Name:		
Area of Expertise	a) Land Studies: Valuation & Rights	
M1.4/R1.1 Years of Experience	Dates of Engagement (Month/Year)	Client and Details
<i>Describe the experience of the Resource within the Area of Expertise.</i>		
<b>M1.2 Region(s)</b> [select all that apply "X"] <i>Note that each Region is evaluated separately and requirements may apply on a Regional basis (refer to Mandatory Requirements and Point Rated Criteria)</i>	<b>M1.3 / R2.2 Project(s) In the Area of Expertise within each Region Identified</b> <i>Fully describe the project experience of the Resource in the Area of Expertise, within each of the Region(s) proposed. Include detail to demonstrate the relevance of the project to CIRNAC's requirements as described in the Statement of Work, including highlighting any experience related to Indigenous issues within the Area of Expertise</i>	<b>Client and Details</b>
<b>Pacific</b>		
<b>Western</b>		
<b>Ontario</b>		
<b>Québec &amp; Nunavut</b>		
<b>Atlantic</b>		
<b>M1.5 and M1.5 (a) Professional Designation(s):</b> <i>M1.5 Clearly indicate the province or territory (if applicable) in which the Membership / Designation is applicable.</i> <i>M1.5 (a) Clearly identify all Provinces / Territories in which the Resource is currently</i>		

	<p>licensed/registered to operate in this Area of Expertise, OR demonstrate that the Resource is eligible to be licensed / registered in at least one (1) province/territory within each Region proposed.</p>
<p><b>M1.6 Language Capability:</b></p>	
<p><b>R1.2 Engagements in Litigation or Negotiation Processes</b></p>	
<p><b>Client / Organization</b></p>	<p><b>Dates of Engagement (Month/Year)</b></p>
<p><b>R1.3 Experience providing Independent Opinion / Expert Advice / Third-Party Review</b></p>	
<p><b>Client / Organization</b></p>	<p><b>Dates of Engagement (Month/Year)</b></p>
<p><b>R2.1 Understanding OR Experience with Indigenous Claims: Specific Claims, Special Claims and out-of-court settlement processes OR Experience with Negotiation, Mediation, Arbitration and Litigation Processes.</b></p>	
<p><i>Describe understanding / experience of the Resource in each and clearly describe the Resource's Role in each process.</i></p>	

**R2.2 Understanding of or Experience with Indigenous (First Nations, Inuit or Métis) Issues in the Region and relevant to the Area of Expertise in which the Resource is proposed.**

*Describe the issue in detail within the Region and its relevance to the Area of Expertise. As applicable to the Resource, relate the narrative provided to the experience of the Resource within the Area of Expertise, pertaining to each Region in which the Resource is proposed.*

**R4 Indigenous Opportunities Considerations**

*Describe how the Resource's work under any resulting Call-ups can include the participation of Land Claims Beneficiaries and Participants (within the Region(s) proposed) in the work. Describe any proposed measures to engage local communities to identify capacity to support the delivery of services / identify and coordinate any capacity building opportunities*

*Relate the narrative provided to any experience of the Resource within the Area of Expertise or pertaining to each Region in which the Resource is proposed.*

Proposed Resource Information		
Resource Name:		
Area of Expertise	<b>b) Forestry</b>	
M1.4/R1.1 Years of Experience	Dates of Engagement (Month/Year)	Client and Details
Describe the experience of the Resource within the Area of Expertise.		
<b>M1.2 Region(s)</b> [select all that apply "X"] Note that each Region is evaluated separately and requirements may apply on a Regional basis (refer to Mandatory Requirements and Point Rated Criteria)	<b>M1.3 / R2.2 Project(s) in the Area of Expertise within each Region identified</b> Fully describe the project experience of the Resource in the Area of Expertise, within each of the Region(s) proposed. Include detail to demonstrate the relevance of the project to CIRNAC's requirements as described in the Statement of Work. Including highlighting any experience related to Indigenous issues within the Area of Expertise.	Client and Details
<b>Pacific</b>	Dates of Engagement (Month/Year)	Client and Details
<b>Western</b>		
<b>Ontario</b>		
<b>Québec &amp; Nunavut</b>		
<b>Atlantic</b>		
<b>M1.5 and M1.5 (a)</b> <b>Professional Designation(s):</b> M1.5 Clearly indicate the province or territory (if applicable) in which the Membership / Designation is applicable. M1.5 (a) Clearly identify all Provinces / Territories in which the Resource is currently licensed/registered to operate in this Area of Expertise, OR demonstrate that the Resource is eligible to be licensed / registered in at least one (1) province/territory within each Region proposed.		

<b>M1.6 Language Capability:</b>		
<b>R1.2 Engagements In Litigation or Negotiation Processes</b>		
<b>Client / Organization</b>	<b>Dates of Engagement (Month/Year)</b>	<b>Details</b> <i>Describe the experience of the Resource. Include name of proceeding, and provide contact information (if possible)</i>
<b>R1.3 Experience providing Independent Opinion / Expert Advice / Third-Party Review</b>		
<b>Client / Organization</b>	<b>Dates of Engagement (Month/Year)</b>	<b>Details</b> <i>Describe the experience of the Resource. Clearly describe the arms' length relationship between the Resource and the person/body to whom services were provided. Include name of client / body to whom services were provided and provide contact information (if possible).</i>
<b>R2.1 Understanding OR Experience with Indigenous Claims: Specific Claims, Special Claims and out-of-court settlement processes OR Experience with Negotiation, Mediation, Arbitration and Litigation Processes.</b> <i>Describe understanding / experience of the Resource in each and clearly describe the Resource's Role in each process.</i>		



**R2.2 Understanding of or Experience with Indigenous (First Nations, Inuit or Métis) Issues in the Region and relevant to the Area of Expertise in which the Resource is proposed.**

*Describe the issue in detail within the Region and its relevance to the Area of Expertise. As applicable to the Resource, relate the narrative provided to the experience of the Resource within the Area of Expertise, pertaining to each Region in which the Resource is proposed.*

**R4 Indigenous Opportunities Considerations**

*Describe how the Resource's work under any resulting Call-ups can include the participation of Land Claims Beneficiaries and Participants (within the Region(s) proposed) in the work. Describe any proposed measures to engage local communities to identify capacity to support the delivery of services / identify and coordinate any capacity building opportunities*

*Relate the narrative provided to any experience of the Resource within the Area of Expertise or pertaining to each Region in which the Resource is proposed*

#### 4.1.5 Financial Evaluation

1. Bidders meeting ALL Mandatory Requirements and meeting the mandatory minimum score of 70% over Point-Rated criteria R1-R3 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 CIRNAC 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 CIRNAC deeming the Bidder's Proposal to be non-compliant, with the Proposal being given no further consideration by CIRNAC.
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 should include rates for each Area of Expertise for that Resource, even if the rates are the same.  
The Bidder may propose the same or different rates per Region in which the Resource is proposed.  
The Bidder should clearly mark "N/A" where it is not proposing services. Any blanks will be considered to represent a \$0 charge to CIRNAC.
6. The fixed all-inclusive hourly rates **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 and each Region. Fewer points will be awarded to all other Bidders in that Area of Expertise and Region 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 first three (3) Standing Offer Agreement (SOA) Years. The Bidder's proposed rates for Years 4-5 and any Option Years will not be included in the financial score calculation (see 3.9 below). CIRNAC 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 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:  

$$\text{Escalation} = ((A/B) - 1) \times 100 \quad \text{Where:}$$

- 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 (using the rates as adjusted for SOA Year 4), and of each subsequent option year (using the rates as adjusted for the previous Year), if exercised.

Bidders **MUST** include rates for each Area of Expertise and Region in which they are proposing to provide. Rates **MUST** be provided separately for each **Area of Expertise and Region** proposed regardless of whether or not the Bidder is proposing a single Resource in multiple Areas or Regions.

A	B	C	D	E	F
Resource Name	Area of Expertise	Resource Per Hour Rate SOA Year 1	Resource Per Hour Rate SOA Year 2	Resource Per Hour Rate SOA Year 3	Average Hourly Rate (SOA Year 1 - 3)
<p><b>REGION: Bidders are required to indicate ("X") the Region(s) to which the proposed hourly rates apply. Where the Bidder wishes to provide a different hourly rate for different Regions, the Bidder must provide a separate table for the Region(s), and clearly indicate to which Region(s) the rates apply.</b></p> <p> <input type="checkbox"/> Pacific  <input type="checkbox"/> Western  <input type="checkbox"/> Ontario  <input type="checkbox"/> Québec &amp; Nunavut  <input type="checkbox"/> Atlantic                 </p>					
	Land studies / valuation / rights	\$	\$	\$	\$
	Forestry	\$	\$	\$	\$

#### 4.2 Basis of Selection

1. Only compliant Proposals will be considered.
2. Only Proposals that have met all Mandatory Requirements and meeting that minimum overall pass mark on the Point-Rated criteria R1-R3 will be evaluated on the basis of their Financial Proposal. All Proposals will be rated on technical acceptability before the price is considered.
3. Standing Offer Agreements will be awarded based on a determination of **Best Value per Area of Expertise per Region** taking into account both the technical merit of the Proposals and the Financial Evaluation. To arrive at an overall score achieved by a Bidder, a weighting has been established whereby technical merit will be valued at 80% of the Proposal and price will be valued at 20% of the Proposal. The Bidder(s) will be selected on the basis of the highest responsive combined rating of technical merit and price.
4. The calculation used to determine the Bidder's Total Score will be:  
**Bidder's Weighted Technical Score (out of 80 points) + Bidder's Financial Score (out of 20 points) = Bidder's Total Score (out of 100 points).**
5. **As a result of this solicitation CIRNAC intends to award Standing Offer Agreements per Region, per Area of Expertise (up to five (5) or up to three (3) Standing Offer Agreements per Region per Area of Expertise, where indicated), seeking the identified number of Standing Offer Agreements for Services in French/Bilingually and English per Region per Area of Expertise, as follows:**

Areas of Expertise	# of Resources Required				
	Pacific	Western	Ontario	Québec & Nunavut	Atlantic
a. Land studies / valuation / rights;	Up to five (5) English	Up to five (5) English	Up to five (5) Seeking up to four (4) English and one (1) Bilingual	Up to three (3) Seeking up to two (2) French/Bilingual and one (1) English	Up to three (3) Seeking up to two (2) English and one (1) Bilingual
b. Forestry	Up to five (5) English	Up to five (5) English	Up to five (5) Seeking up to four (4) English and one (1) Bilingual	Up to three (3) Seeking up to two (2) French/Bilingual and one (1) English	Up to three (3) Seeking up to two (2) English and one (1) Bilingual

- 5.1 Awards will be made to the Bidder(s) representing Best Value, as determined in accordance with the Selection and Evaluation Criteria of this RF50. **Best Value will be defined as the highest Total Score in the Region for the Area of Expertise with the identified language profile (i.e. the highest ranked Proposals (as applicable per Region and Area of Expertise) meeting the minimum required passmark with demonstrated capacity to deliver Services in English AND the highest ranked Proposals meeting the minimum required passmark and demonstrating capacity to deliver services in French or Bilingually (English and French), would be considered to represent Best Value).**
- 5.2 Within the above noted Standing Offer Agreements per Region per Area of Expertise, CIRNAC intends to award Standing Offer Agreements within the identified language profiles, should it receive acceptable language capacity demonstrated in one (1) or more Proposals.
  - a) Upon awarding the identified number of Standing Offers for services in each language profile, CIRNAC will combine all Awards in a single ranking based on the number of points achieved in the evaluation process for the purposes of Call-up Assignment for that Region and Area of Expertise.

- b) Should any Region and Area of Expertise not have any Proposals meeting the minimum required passmark that demonstrate capacity to provide services in one (1) of the language profiles, CIRNAC reserves the right to award additional Standing Offers for services (up to the maximum number of Standing Offers indicated) within the alternate language profile for that Region and Area of Expertise.
- 6 In the event that more than one (1) Proposal receives the same Total Score (for the same Region and Area of Expertise), of those Proposals, the Proposal with the lower price will be considered to represent Best Value, and will be ranked higher for Standing Offer Award or Call-up consideration, as appropriate.
- 7 CIRNAC reserves the right to refuse any and all Proposals received in response to this RFSO, without incurring any obligation to any Bidder having responded. CIRNAC reserves the right to award SOAs to the compliant Bidder(s) that best meet CIRNAC's requirements, as described herein, without incurring any obligation to any other Bidders having responded to this RFSO.

## **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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **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>), 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 (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

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

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

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

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

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

### **5.2.3.2 Education and Experience**

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.

### **5.2.3.3 Security Agreement - Annex D**

Offerors must provide the security agreement signed as part of their offer (Annex D)

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

### **6.1 Security Requirements**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **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 fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

**7.2.1** The following security requirements apply and form part of the Standing Offer.

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Reliability Status** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization's premises until written permission from the security in contracting team of the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Protected B**.
5. The Contractor **MUST NOT** remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. The Contractor **MUST NOT** utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission from the security in contracting team of CIRNAC/ISC. After permission has been granted, these tasks may be performed up to the level of **Protected B**.
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of CIRNAC/ISC.
8. Any substitute or alternate resource proposed for this contract:
  - a) must be approved by the Departmental Representative; and,
  - b) must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.
9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
10. This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no

claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.

11. The Contractor must comply with the provisions of the:

- a) Security Requirement Check List and Security Requirements Agreement, attached as Annex "C"; and
- b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

**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 must ensure through the Contract Security Program that the Offeror and individual(s) hold a valid security clearance at the required level.

**7.3 Standard Clauses and Conditions**

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

**7.3.1 General Conditions**

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

**7.4 Term of Standing Offer**

**7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of award to March 31, 2025.

**7.4.2 Extension of Standing Offer**

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

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

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

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

**7.5 Authorities**

**7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Alma Moyeda  
Senior Procurement Officer  
Crown-Indigenous Relations and Northern Affairs Canada  
Material and Assets Management Directorate  
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 Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

**7.5.2 Project Authority (To be identified at SOA award)**

The Project Authority for the Standing Offer is:

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

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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.

**7.5.3 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

**7.7 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer are employees of the Crown-Indigenous Relation and Northern Affairs Canada.

**7.8 Number of Standing Offers**

CIRNAC may award up to a total of forty two (42) Standing Offers in two (2) areas of Expertise as follows:

Areas of Expertise	# of SOA Award				
	Pacific	Western	Ontario	Québec & Nunavut	Atlantic
a. Land studies: valuation and rights;	Up to five (5) English	Up to five (5) English	Up to five (5) Seeking up to four (4) English and one (1) Bilingual	Up to three (3) Seeking up to two (2) French/Bilingual and one (1) English	Up to three (3) Seeking up to two (2) English and one (1) Bilingual
b. Forestry	Up to five (5) English	Up to five (5) English	Up to five (5) Seeking up to four (4) English and one (1) Bilingual	Up to three (3) Seeking up to two (2) French/Bilingual and one (1) English	Up to three (3) Seeking up to two (2) English and one (1) Bilingual

**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 Region and 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 five (5) Standing Offers are awarded per Area of Expertise, the Call-up allocation will be as follows:

- Highest Ranked Offeror: \$2,000,000.00 (22.2%)
- Second Highest Ranked Offeror: \$1,900,000.00 (21.1%)
- Third Highest Ranked Offeror: \$1,800,000.00 (20.0%)
- Fourth Highest Ranked Offeror: \$1,700,000.00 (18.9%)
- Fifth Highest Ranked Offeror: \$1,600,000.00 (17.8%)

Where up to eight (3) Standing Offers are awarded per Area of Expertise, the Call-up allocation will be as follows:

- Highest Ranked Offeror: \$2,000,000.00 (35.1%)
- Second Highest Ranked Offeror: \$1,900,000.00 (33.3%)
- Third Highest Ranked Offeror: \$1,800,000.00 (31.6%)

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 Project Authority will monitor call-up activities to ensure work is allocated in accordance with the predetermined work distribution.

**7.9.2 Call-up Procedures**

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

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

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

**7.9.2.4** Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.9.2.3 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority or the Project Authority (as applicable) will send the request to the next best-suited Offeror. 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 Limitation of Call-ups - Removed**

**7.12 Financial Limitation**

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 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.

**7.13 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services

- d) the Supplemental General Conditions **4007** (2010-08-16): Canada to Own Intellectual Property Rights in Foreground Information
- e) the General Conditions **2010B** (2018-06-21) General Conditions - Professional Services (Medium Complexity)
  - f) Annex A, Statement of Work
  - g) Annex B, Basis of Payment
  - h) Annex C, Security Requirements Check List
  - i) Annex D, Security Agreement
  - i) the Offeror's offer dated (TBD)

#### **7.14 Certifications and Additional Information**

##### **7.14.1 Compliance**

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

##### **7.15 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

##### **7.16 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

##### **7.17 SACC Manual Clauses**

**M3020C** (2016-01-28) Status of Availability of Resources - Standing Offer

**A7017C** (2008-05-12) Replacement of Specific Individuals

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

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

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

#### **7.2.1 General Conditions**

**2010B** (2018-06-21), 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 Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC); and
- b) 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."

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

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

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

#### **7.2.2 Supplemental General Conditions**

**4007** (2010-08-16) - Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

#### **7.2.3 SACC Manual Clauses - removed**

#### **7.3 Term of Contract**

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

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

#### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on

departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## **7.5 Payment**

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

### **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 – Professional Fees**

For the work described in the Statement of Work in Annex A, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ \_\_\_\_\_. Applicable taxes are extra. (to be identified at SOA award).

### **7.5.3 Limitation of Expenditure - Travel and Living Expenses**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle 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" to a limitation of expenditure of \$ \_\_\_\_\_ (Applicable taxes included) (to be identified at SOA award).

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 Limitation of Expenditure - 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 \$ \_\_\_\_\_ (Applicable taxes included) (to be identified at SOA award).



### **7.5.6 Canada's Total Liability – Professional Fees, Travel and Living Expenses and Direct Expenses**

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_ (To be identified at SOA award). \_\_\_\_\_ Applicable Taxes are extra on professional fees only
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.

### **7.5.7 Method of Payment – 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 Contract if:

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

### **7.5.8 Electronic Payment**

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

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Department of Indian Affairs and Northern Development Electronic Payment Request form [https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545\\_1362495227097\\_eng.pdf](https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545_1362495227097_eng.pdf) and submit the form to the address provided.

### **7.5.9 T1204 - Direct Request by Department**

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

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

**7.7 Insurance**

SACC Manual clause **G1005C** (2016-01-28) Insurance – No Specific Requirement

**7.8 SACC Manual Clauses**

**A9014C** (20016-06-16) Specific Person(s)

The contractor must provide the services of the following person (s) to perform the Work as stated in the contract: **(to be identified at SOA award)**

**7.9 Federal Contractors Program for Employment Equity - Default by the Contractor - removed**

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

**SW1.0 TITLE**

Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC), Specific Claims Branch and Negotiations – Central Branch, Expert Advisory and Peer Review Services – Land Rights & Valuation and Forestry – Standing Offer Agreements.

**SW2.0 BACKGROUND**

The Specific Claims Branch (SCB) of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) 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-fulfillment 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 CIRNAC, SCB and NCB (the Client) require Expert Advisory and Peer Review Services in relation to land rights & valuation and forestry; in order to provide expertise on 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 rights, and values for recompense for a claim, in relation to lands and forestry natural resource assets, as well as analysing and using various models in determining overall values.

Given the geographic nature of the expertise required by the Client, the Client requires the services of qualified Resources with expertise and experience related to and within the Region(s) to which the particular claim pertains. For the purposes of this SOA, there are five (5) Regions, as follows:

**Pacific** – including services within British Columbia and the Yukon;

**Western** – including services within Alberta, Saskatchewan, Manitoba, and the Northwest Territories;

**Ontario**;

**Québec and Nunavut**;

**Atlantic** – including services within New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland and Labrador.

The Client requires services in two (2) Areas of Expertise. Within each Area of Expertise and each Region, the Client requires resources to deliver services in either or both of Canada's Official Languages (English and French), as specified in the Table below.

Areas of Expertise	# of Resources Required				
	Pacific	Western	Ontario	Québec & Nunavut	Atlantic
a. Land studies: valuation and rights;	Up to five (5) English	Up to five (5) English	Up to five (5) Seeking up to four (4) English and one (1) Bilingual	Up to three (3) Seeking up to two (2) French/Bilingual and one (1) English	Up to three (3) Seeking up to two (2) English and one (1) Bilingual
b. Forestry	Up to five (5) English	Up to five (5) English	Up to five (5) Seeking up to four (4) English and one (1) Bilingual	Up to three (3) Seeking up to two (2) French/Bilingual and one (1) English	Up to three (3) Seeking up to two (2) English and one (1) Bilingual

**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 CIRNAC and issued by the Standing Offer Authority or the Project Authority (as applicable) to the Offeror, through which CIRNAC 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>Claim</b>	Unless otherwise specified herein, a claim refers equally to Specific Claims, Special Claims and out-of-court settlements.

<b>Term/Acronym</b>	<b>Definition</b>
<b>CLCA</b>	Comprehensive Land Claims Agreement (CLCA). CLCAs are modern treaties between Indigenous groups, Canada and the applicable territorial or provincial government. While each CLCA is unique, these agreements usually include such things as land ownership and management, money, wildlife harvesting rights, participation in land, resource, water, wildlife and environmental management, and measures to support economic development and protect Indigenous culture. Many CLCAs have obligations on the part of the Government of Canada, and as a result any Offerors it engages, under government procurement contracts that may involve work within the geographical area of the CLCA. These obligations may be different for each CLCA, and are considered in the work when applicable. See also Indigenous Opportunities Considerations below.
<b>Contractor</b>	The qualified Offeror holding a valid Standing Offer Agreement who has executed Call-ups duly authorized by CIRNAC for the delivery of the services.
<b>CIRNAC</b>	Crown-Indigenous Relations and Northern Affairs Canada
<b>Indigenous Opportunities Considerations</b>	Indigenous Opportunities Considerations include measures implemented by the Offeror to enhance the capacity of Land Claims Beneficiaries and Participants, including businesses, to participate in government contract opportunities. IOCs may include: capacity development, on-the-job training, employment or contracting (supplies or services) related to the Call-up work. Where work under any resulting Call-up will involve the performance of work within or the delivery of services to a location within a Comprehensive Land Claims Agreement (CLCA) area, the Offeror will be required to identify for CIRNAC's approval, and implement IOCs appropriate to the scope of the Call-up work.
<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.
<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>Region</b>	Means the geographic location(s), as defined in section SW3.0 Objectives, in which the Contractor's Resources are qualified to provide land-related and/or forestry expertise, and eligible to deliver services pertaining to the provinces/territories within the identified Region under any resulting Call-up(s).
<b>Resource</b>	The individual(s) qualified to provide services to CIRNAC 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 CIRNAC and a qualified Contractor to provide Expert Advisory and Peer Review Services in the areas of Land Rights & Valuation and/or Forestry 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.

<u>Term/Acronym</u>	<u>Definition</u>
<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 CIRNAC (as set out in the SOA).
- 5.2 Resources qualified to provide 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 Review accounts, conduct audits, or other related analysis, or review existing reports related to the same;
  - 5.2.2 Determine valuations of assets, or review and comment on existing report(s) on valuations of assets;
  - 5.2.3 Determine rights in relation to land, immovable property and natural resources, or other related assets, or review and comment on existing reports on the same;
  - 5.2.4 Develop, review, comment on, or analyze maps or related technical support material;
  - 5.2.5 Conduct surveys, studies or take photographs of assets in the field, or conduct analysis of existing surveys and studies for accuracy and reliability;
  - 5.2.6 Develop or review and analyze existing studies, such as but not necessarily limited to environmental assessments, land use, agricultural suitability and loss of use studies, hydrologic analyses, erosion or other study/studies similar or related to the above;
  - 5.2.7 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.;
  - 5.2.8 Present information to internal government officials; and
  - 5.2.9 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 Area(s) of Expertise and Region(s) described above, as included within the Offeror's Proposal.
- 7.2 Deployed Resources shall meet the minimum requirements for the Area of Expertise and Region(s) in which they are providing services, as follows:
  - 7.2.1 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.
  - 7.2.2 In order to be qualified to provide services within a Region for an Area of Expertise, the Resource must possess a minimum of one (1) completed project within the Area of Expertise pertaining to at least one (1) province or territory within the Region in which the Resource is providing services.
  - 7.2.3 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:
    - a) Land studies: valuation & rights: Certified Land Appraiser, Real Property Valuator, or Member in good standing of the Association of Canada Lands Surveyors;
    - b) Forestry: Registered Professional Forester or Professional Forester Associate Member; Registered Forest Technologist, or equivalent as determined by CIRNAC.
  - 7.2.4 In order to deliver services under any resulting Call-up, the Resource must hold valid registration and license (as applicable) within their Area of Expertise granted by the provincial/territorial regulating body governing the province/territory in which the services are to be delivered.
- 7.3 **Resource Replacement**
  - 7.3.1 The Offeror shall provide the services of the resources named in its Proposal to perform the work, unless the Offeror is unable to do so for reasons beyond his/her control.
  - 7.3.2 The Offeror shall notify CIRNAC Project Authority, in writing, of the reason for the unavailability of the named resource. The Offeror shall then provide to the Project Authority the name and detailed curriculum vitae (CV) of the qualifications and experience of the proposed replacement resource.
  - 7.3.3 In addition of the SACC Manual Clauses M3020C, the Offeror shall be responsible for providing a replacement resource at the same cost, who shall be of equivalent or greater abilities or attainments of those obtained for the original resource proposed.
  - 7.3.4 Under no circumstances shall the Offeror allow performance of the services by a replacement resource that has not been duly authorized by CIRNAC Project Authority.

**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 Area(s) of Expertise and Region(s) 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.
- 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 CIRNAC's Expert Advisory and Peer Review Services. At the issuance of each Call-up, CIRNAC 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 CIRNAC 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 CIRNAC 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.
- 9.6 It is the responsibility of the Offeror to ensure its conduct and performance is in accordance with the terms and conditions of the SOA and all authorized Call-ups, and in accordance with the *Code of Conduct for Procurement*. It is also the responsibility of the Offeror to ensure the conduct and performance of its deployed Resources are in accordance with the same.

## **SW10.0 REPORTING REQUIREMENTS**

- 10.1 It is the responsibility of the Offeror to facilitate and maintain regular communication with the CIRNAC 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 CIRNAC 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 CIRNAC'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);
  - 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, CIRNAC will provide:
  - 13.1.1 Access to the Project Authority and/or other CIRNAC 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, with the potential for some field work to be required within the Region(s) in which the Offeror is qualified.
- 14.2 As required, meetings with the Project Authority or other authorized CIRNAC 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).

**14.4 Comprehensive Land Claims Agreements**

14.4.1 Depending upon the Region(s) in which the Resource is qualified and eligible to deliver the services, some of the locations in which the Resource may be required to perform work or deliver services are within areas covered by Comprehensive Land Claims Agreements (CLCAs). These include, but are not necessarily limited to:

SOA Region	Location	Related CLCA(s)
Atlantic	Newfoundland and Labrador	Innu Nation Final Agreement Labrador Inuit Final Agreement
Western	Northwest	Gwich'in Final Agreement

SOA Region	Location	Related CLCA(s)
Québec and Nunavut	Territories	Inuvialuit Final Agreement Sahtu Dene and Metis Comprehensive Land Claims Agreement T'licho Agreement
	Québec	Eeyou Marine Region Agreement James Bay and Northern Québec Agreement Innu Nation Final Agreement Northeastern Québec Agreement Nunavik Inuit Final Agreement
	Nunavut	Nunavik Inuit Final Agreement Nunavut Land Claims Agreement
Pacific	British Columbia	Maa-nulth Final Agreement Nisga'a Final Agreement T sawwassen First Nation Final Agreement
	Yukon	<i>Several agreements pursuant to the Yukon Umbrella Final Agreement; these include but are not limited to:</i> Carcross/Tagish First Nation Final Agreement; Champagne and Aishihik First Nation Final Agreement; Kluane First Nation Final Agreement; Kwanlin Dun First Nation Final Agreement; Little Salmon / Carmacks First Nation Final Agreement; First Nation of Nacho Nyak Dun Final Agreement; Selkirk First Nation Final Agreement; Ta'an Kwach'an Council Final Agreement; Teslin Tlingit Council Final Agreement; Tr'ondëk Hwëch'in final Agreement; or Vuntut Gwitchin First Nation Final Agreement. <i>as specified in any resulting Call-up.</i>

14.4.2 As required, where the services may be delivered within a CLCA area, the Offeror shall implement Indigenous Opportunity Considerations (IOCs) relevant to the Call-up work. Any specific CLCA(s) applicable to any resultant Call-up(s), and any requirements with regard to the Resource's work related to applicable CLCA(s), will be identified in the applicable Call-up(s).

#### 14.4.3 Indigenous Opportunity Considerations (IOC)

The objective of Comprehensive Land Claims Agreements (CLCAs) in terms of federal government contracting is to generate socio-economic benefits for the Indigenous people of the CLCAs.

At the time of call-up, where the services may be delivered within a CLCA area, the Contractor will be required to submit an Indigenous Opportunity Considerations (IOC) describing how the Contractor intends to address Indigenous employment, sub-contracting or on-the-job training/skills development. In addition, there will be a requirement to report on the IOC.

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

**The IOC may include, but is not limited to, each of elements described in this Article.**

##### 14.4.3.1 Human Resources Plan

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

The Human Resources Plan may include:

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

#### **14.4.3.2 Indigenous Business Plan**

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

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

The IOC may include:

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

#### **14.4.3.3 Skills Development Plan**

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

The Skills Development Plan may include:

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

#### **14.4.3.4 Other Measures**

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

- a) Community outreach programs to share information and create positive relationships;
- b) Various informational seminars and presentation;
- c) Other educational and training programs for Indigenous, and;
- d) Other activities related to but not specified in the Statement of Work.

#### **SW15.0 LANGUAGE OF WORK**

- 15.1 As a Department of the federal government, CIRNAC 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**

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

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/2017002/1040-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:

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

**D** = 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 (using the rates as adjusted for SOA Year 4), and of each subsequent option year (using the rates as adjusted for the previous Year), if exercised.

A	B	C	D	E
Resource Name	Area of Expertise	Resource Per Hour Rate SOA Year 1	Resource Per Hour Rate SOA Year 2	Resource Per Hour Rate SOA Year 3
<p><b>REGION: Bidders are required to indicate ("X") the Region(s) to which the proposed hourly rates apply. Where the Bidder wishes to provide a different hourly rate for different Regions, the Bidder must provide a separate table for the Region(s), and clearly indicate to which Region(s) the rates apply.</b></p> <p> <input type="checkbox"/> Pacific  <input type="checkbox"/> Western  <input type="checkbox"/> Ontario  <input type="checkbox"/> Québec &amp; Nunavut  <input type="checkbox"/> Atlantic                 </p>				
	Land studies / valuation / rights		\$	\$
	Forestry		\$	\$

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST AND SECURITY REQUIREMENTS AGREEMENT

Address(es) of Bidder / Adresse(s) du soumissionnaire  
 Address(es) of Vendor / Adresse(s) du fournisseur


Contract Number / Numéro du contrat  
 1000 195 058

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (FR/EN)  
 LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (L/AN)

1. Branch / Bureaux / Direction / Région / Direction générale / Directeur / Directrice / Région SCB/TAG/Negotiations/NCR		2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/>					
3. Brief Description of Work / Brève description de travail Expert advice and peer review services for fields including forestry and appraisal							
4. Contract Amount / Montant du contrat N/A \$		6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement): N/A					
5. Contract Start and End Dates / Dates de début et fin du contrat N/A		7. Will the supplier require / Le fournisseur aura-t-il:					
7.1 access to PROTECTED and/or CLASSIFIED information or assets? / accès à des renseignements protégés et/ou CLASSIFIÉS?		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui				
7.2 an access card to AANDC premises? / besoin d'une carte d'accès aux bureaux d'AANDC?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui				
7.3 access to the client's internal computer network? / accès au réseau informatique du client?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui				
(If the answer is No to all three questions, stop to Part D / Si la réponse est Non aux trois questions, aller à la Partie D)							
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS							
9. Will the supplier be required to receive/hold PROTECTED and/or CLASSIFIED information on its site or premises? / Le fournisseur aura-t-il lieu de recevoir/tenir sur place des renseignements PROTÉGÉS et/ou CLASSIFIÉS?							
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui				
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process sensitive information? / Le fournisseur aura-t-il lieu d'utiliser ses ordinateurs, médias portatifs ou systèmes TI pour traiter/informer électroniquement des renseignements sensibles?							
9.2 Will the supplier be required to electronically transmit sensitive information within the Department or with other parties? / Le fournisseur aura-t-il lieu de transmettre électroniquement de l'information sensible à l'intérieur du Ministère ou avec d'autres parties?		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui				
If yes, specify: / Si oui, spécifier:							
a) Email transmission / Transmission par courrier électronique:							
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc):							
c) Remote access required to AANDC network (VPN, Citrix) / Accès de connexion à distance au réseau d'AANDC (VPN, Citrix):							
9.3 Will the supplier be required to safeguard COMSEC information or assets? / Le fournisseur aura-t-il lieu de protéger des renseignements ou des biens COMSEC? *		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui				
* Handling equipment and measures for secure transmission and emission (cryptographic, secure telephone) / Manipulation de l'équipement et des mesures appropriées pour les transmissions et émissions (cryptographiques, téléphoniques sécurisées)							
10. SUMMARY CHART / TABLEAU RÉCAPITULATIF							
Category / Catégorie	Review with the supplier / Vérifier avec le fournisseur	PROTECTED / PROTÉGÉS		CLASSIFIED / CLASSIFIÉS		TOP SECRET / TRÈS SÉCRÉTÉ	
2. Restricted Access / Accès restreint	7.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Information Assets for use / Biens d'information à utiliser	9	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Information Assets for storage / Biens d'information à stocker	9.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Information Assets for processing / Biens d'information à traiter	9.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Information Assets for transmission / Biens d'information à transmettre	9.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Information Assets for storage and transmission / Biens d'information à stocker et à transmettre	9.2-9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Information Assets for processing and transmission / Biens d'information à traiter et à transmettre	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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<b>11.1</b> <b>Personal Security Screening Level Required:</b> Niveau d'exigence de la sécurité de personnel requis :	<input type="checkbox"/> <b>NA1</b> Non requis	<input checked="" type="checkbox"/> <b>NA1/</b> Publiques	<input type="checkbox"/> <b>Confidential</b> Confidentiel	<input type="checkbox"/> <b>Secret</b>	<input type="checkbox"/> <b>Top Secret</b> Très secret
<b>11.2</b> May unprocessed personnel be used for activities of work? Do personnel with outstanding allegations provide on your order des profils de travail? Les renseignements personnels à la sécurité de personnel en attente de traitement sont-ils utilisables pour des activités de travail?	<input checked="" type="checkbox"/> <b>No</b> Non	<input type="checkbox"/> <b>Yes</b> Oui	<input type="checkbox"/> <b>NA1</b> Non requis	<input type="checkbox"/> <b>Yes</b> Oui	<input type="checkbox"/> <b>NA1</b> Non requis
<b>12</b> <b>YES</b> (see documentation attached to this order) <b>is PROTECTED under CLASSIFIED?</b> <b>LI</b> (documentaire attaché à la présente LIGNE) <b>est-il PROTÉGÉ sous CLASSIFIÉ?</b>	<input checked="" type="checkbox"/> <b>No</b> Non	<input type="checkbox"/> <b>Yes</b> Oui			
 <b>Government of Canada</b> <b>Gouvernement du Canada</b>	<b>Contract Number / Numéro de contrat:</b> <b>1000 195 058</b>				
<b>Security Classification / Classification de sécurité</b>					

## SECURITY REQUIREMENTS AGREEMENT

### 1. Physical Security Transportation and Safeguard Requirements

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

#### 1.1 Physical Safeguards:

The Protected documents must be safeguarded in a locked security container with access restricted to the contractor only.

	Protected A	Protected B
<b>Container</b>	Key locked container	Dial lock container
<b>Facility</b>	Restricted access room within office/home	Restricted access room within office/home

#### Definitions:

**Protected information:** Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

**Protected A:** Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

**Protected B:** Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

#### 1.2 Transportation

##### 1.2.1 Transportation of Paper Records:

- **Protected** documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.
- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

##### 1.2.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

### 1.2.3 Discussion:

- Sensitive information must never be read, displayed, discussed or used in public areas.
- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the conference room has the proper security screening level, the need-to-know and that the door is closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss **Sensitive** matters.

## 2. | IT Security Requirements

Production and storage of Protected data outside of the departmental premises must be done as per the following to ensure that the data remains secure at all times.

### 2.1 Electronic Storage

- Store Protected electronic documents on encrypted removable media (USB key) that use approved Government of Canada standards (FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements. <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>)
- Select strong passwords for your encrypted USB keys. The level of protection provided by such devices is directly related to the strength of the password chosen.

### 2.2 Electronic Possession, Transportation and Processing

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 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 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://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006> 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.

### 2.3 Electronic Transmission of Departmental Data

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method 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 CIRNAC/ISC's personnel. The use of electronic transmission methods other than those listed below is prohibited.



Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC 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 CIRNAC/ISC 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>
Protected B	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC 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 8 characters or longer;</li> <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> </li> </ul>
	Encrypted and Digitally Signed eMail	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC 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> </ul>

		<ul style="list-style-type: none"> <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>
<p>Wireless Communications</p>		<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC 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 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> <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> </li> </ul>
<p>CIRNAC/ISC Secure File Exchange Service</p>		<p>The Contractor can transmit Protected B Data via CIRNAC/ISC'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 CIRNAC/ISC; and</li> <li>• The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (See attachment 1 of security requirement agreement)</li> </ul>

	CIRNAC/ISC Collaboration Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC'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 CIRNAC/ISC.</li> </ul>
	Fax	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC 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>

3. Inspection

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representatives and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

4. Security Costs

The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.

## Attachment 1

### Crown-Indigenous Relations and Northern Affairs Canada / Indigenous Services Canada (CIRNAC / ISC) Secure File Exchange Service

#### Acceptable Use Policy

You have been granted access to the Aboriginal Affairs and Northern Development Canada (CIRNAC/ISC) Secure File Exchange Service. The purpose of this system is to facilitate sharing of information between CIRNAC/ISC and its business partners.

By using this system you acknowledge and agree to abide by the following terms and conditions:

- The service will **accommodate sensitive information up to, and including, Protected B**. Protected B information is defined as any information for which unauthorized release could cause serious injury to an individual, organization or government; prejudicial treatment; or loss of reputation or competitive edge.
- The system **will not** be used to share any information rated Protected C, Confidential, Secret or Top Secret.
- The CIRNAC/ISC Secure File Exchange Service is for authorized business use only.
- The service may be accessed by authorized participants only.
- Participants will protect and not share their credentials (user ID, password, etc.) with others or allow records of their credentials to be viewed by unauthorized individuals.
- Participants will protect and manage information obtained from the CIRNAC/ISC Secure File Exchange service to prevent disclosure to unauthorized individuals.
- Participants will access the service from personal or organizational workstations that are not intended for public use. This is intended to reduce the likelihood that user credentials or other sensitive information could be cached on the workstation and accessed by unauthorized individuals.
- Files shared via this service will remain available for a period of 48 hours only at which point the files will automatically be removed from the system.

**ANNEX "D"**  
**SECURITY AGREEMENT**

I, \_\_\_\_\_ (Contractor) and authorized resources will fulfill the duties as contractor working under the upcoming call-ups against standing offer \_\_\_\_\_, as set out below, to the best of our abilities.

1. Will abide by all of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
3. Agree to notify CIRNAC/ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of CIRNAC/ISC security clauses and requirements included in this contract.

I, the undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

CIRNAC/ISC Project Authority:

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_