



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

AADNC.SOUSSIONBID.AANDC@CANADA.CA

Date of Solicitation - Date de la demande 2020-06-05	
Address inquiries to - Adresser toute demande de renseignements à : Bruno.Paradis2@canada.ca	
Area code and Telephone No. Code régional et N° de téléphone 873-355-2459	Facsimile No. N° de télécopieur 819-953-7721
Destination Barriere lake, Quebec, QC, Canada	

**BID SOLICITATION
DEMANDE DE SOUMISSIONS**

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. n/a . Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro

n/a . Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

**Instructions:
Municipal taxes are not applicable.**
Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

**Instructions:
Les taxes municipales ne s'appliquent pas.**

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et adresse du fournisseur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date

Solicitation No. - N° de la demande 1000219938	Amendment No. - N° de modification
Solicitation closes - La demande prend fin at - à 2:00 p.m. EST on - le 2020-07-15	File No. - N° de dossier 1000219938



PART 1 - INFORMATION AND INSTRUCTIONS

1.1 Security Requirements

SECURITY CLAUSES: 1000219938

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**. The contractor and its personnel who don't hold a valid security screening at the level of Reliability status are not to work with any sensitive information and must be escorted at all time while on Government of Canada premises.
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 Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Protected A**.
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 ISC. After permission has been granted, these tasks may be performed up to the level of **Protected A** **Electronic transmission of sensitive information is not authorized under this contract.**
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of 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 Requirements Agreement, attached as Annex D; and
- b) Policy on Government Security
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

1.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

1.3 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.4 Submission of Bids

Bids must be submitted only to Indigenous Services Canada (ISC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

1.5 Certifications and Additional Information

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

1.5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

1.5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

1.5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 specified will render the bid non-responsive.

1.5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

1.5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc-labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

1.6 Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

1.7 Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below:

1.7.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

1.7.1.1 Mandatory Technical Criteria

MANDATORY TECHNICAL CRITERIA			
ID		Bidder's Response Demonstrated Experience	Met/ Not met
M1	<p>The bidder should be able to demonstrate being Indigenous*.</p> <p>*An Indigenous person is an Indian, Metis or Inuit who is ordinarily resident in Canada. Evidence of being an Indigenous bidder will consist of proof such as:</p> <ul style="list-style-type: none"> • Indian registration in Canada • membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Indigenous organizations in Canada • acceptance as an Indigenous person by an established Indigenous community in Canada • enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement, or membership comprehensive claim <p>*Proof, if applicable, must be attached with the proposal for validation.</p>		
M2	<p>The bidder must have significantly* contributed to the organization of at least one (1) federal, provincial, municipal or Indigenous election in the last hundred twenty (120) months</p> <ul style="list-style-type: none"> • Significantly means that the person has completed a large number of essential tasks related to an electoral process. 		

1.7.1.2 Point-rated Technical Criteria

POINT RATED TECHNICAL CRITERIA				
Item		Max Points	Score based on proposal	Bidder's response: Cross referenced to proposal
R1	<p>The bidder should have significantly* contributed to the organization of federal, provincial, municipal or Indigenous polls in the last hundred twenty (120) months. <i>(Points for more experience than the mandatory criteria M1)</i></p> <p>Ten (10) points for each Indigenous election, up to a maximum of thirty (30) points</p> <p>And/or;</p> <p>Five (5) points for each municipal, provincial or federal election, up to a maximum of thirty (30) points.</p> <p>*Significantly means that the person has completed a large number of essential tasks related to an electoral process.</p>	30		
R2	<p>The bidder should demonstrate having the capacity for hiring qualified staff and provide their curriculum vitae</p> <p>(number, qualifications and experience of the proposed staff should include how they are going to be involved and a clear indication of time allocations for each)</p>	20		

R3	The bidder should demonstrate having a good understanding of the context and the governance issues at Barriere Lake. -Should be substantiated in a text of a maximum of two (2) pages	10		
R4	The bidder should demonstrate having established a time schedule for the work according to the Department of Crown-Indigenous Relations and Northern Affairs Canada's obligations in accordance with the Statement of Work at Annex A.	10		
R5	The bidder should demonstrate, in a text of a maximum of three (3) pages, the proposed management of work, delegation of responsibilities and work plans in accordance with the Statement of Work at Annex A.	10		
	Total: Maximum Points	80	Minimum Passing Mark: 50% of 80 points = 40 points	
Points awarded				/80

1.7.1.3 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

1.7.2. Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 40 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 80 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

1.7.3 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 2 – Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 2 – Resulting Contract Clauses;

- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 2 – Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 1, clause 1.1.1, Bidder's Proposed Sites or Premises Requiring Safeguarding Measures.
2. For additional information on security requirements, Bidders 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.

1.8 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

1.9 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.

PART 2 - RESULTING CONTRACT CLAUSES

2.1 Security Requirements

SECURITY CLAUSES: 1000219938

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**. The contractor and its personnel who don't hold a valid security screening at the level of Reliability status are not to work with any sensitive information and must be escorted at all time while on Government of Canada premises.
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 Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Protected A**.
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 ISC. After permission has been granted, these tasks may be performed up to the level of **Protected A**. **Electronic transmission of sensitive information is not authorized under this contract.**
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of 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 Requirements Agreement, attached as Annex D; and
- b) Policy on Government Security
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

2.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

2.3 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

2.3.1 General Conditions

[2010B](#) (2018-06-21) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

2.4 Term of Contract

2.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2021 inclusive.

2.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

2.5 Authorities

2.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Bruno Paradis
Title: Senior Procurement and Contracting Officer
Indigenous Services Canada (ISC)
Material and Assets management
Address: 10 Wellington Street, Gatineau, Quebec, K1A 0H4

Telephone: 873-355-2459
Facsimile: 819-953-7721

E-mail address: Bruno.paradis2@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

2.5.2 Project Authority

The Project Authority for the Contract is: (will be identified at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

2.5.3 Contractor's Representative

(Will be identified at contract award)

2.6. Payment

2.6.1 Basis of Payment

For the Work described in the Statement of Work in annex A :

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$ (amount will be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

2.6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (amount will be inserted at contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four 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.

2.6.3 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument:

- a. Direct Deposit

2.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. 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 distributed as follows:
 - a. The original copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

2.8 Certifications and Additional Information

2.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

2.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

2.10 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 Articles of Agreement;
- (b) 20210B (2018-06-21) General Conditions – Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List (SRCL);
- (f) Annex D, Security Requirement Agreement;
- (g) the Contractor's bid dated _____ (will be insert at contract award).

ANNEX A STATEMENT OF WORK

BACKGROUND

- Under the *Indian Act* (the 'Act') and the *Indian Band Election Regulations* (the 'Regulations'), the Minister of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) must hold an election for purposes of recognizing a council of an Indian band subject to the election provisions of the Act under sections 74 to 80, when there is no council in place or when the council has not designated an electoral officer.
- As a result of a recurring governance issue and problems with the interpretation of their customary code, the then Minister, the Honourable Chuck Strahl, adopted a ministerial order on April 1, 2010 making the Algonquin's of Barriere Lake subject to the election provisions of the Act. Since then, the Council has refused to conduct their own election process. The Minister must then hold an election in accordance with those provisions and Quebec Region, as his ministerial delegate, must appoint an electoral officer for that purpose.
- The Algonquins of Barriere Lake Band Council expires on August 12, 2020. The Indian Band Election Regulations state that the electoral process must begin no later than 79 days before that date. However, due to COVID-19, the Council has decided to extend its term by six months under the new Regulations concerning the cancellation or postponement of elections within the First Nations (disease prevention). As a result, depending on the evolution of the health situation and the Council's decision, the next election will be held by February 12, 2021.
- The Rapid Lake reserve was established for the use of the Algonquin's of Barriere Lake in 1961. With a surface area of 29,7 hectares, the reserve is located 134 km north of Maniwaki, on the shore of the Cabonga Reservoir. As of December 31, 2015 the community had 764 members, with 582 living on reserve.

OBJECTIVE

- Conducting the election of the Algonquin's of Barriere Lake Band Council consisting of a Chief and six Councillors elected by a majority of the votes of the electors of the Band, in accordance with the Indian Act and the Indian Band Election Regulations.

SCOPE OF WORK

- As electoral officer, the contactor must be familiar with the voting system, timelines, procedures and rules prescribed by the Act and Regulations. Tasks are as follow, but are not limited to:
 - Appoint and work with, as required, one or more deputy electoral officers;
 - Make arrangements ensuring that electors and candidates can reach him or her during the process;
 - Printing of the ballots and required forms as outlined in the Electoral Officer's Handbook;
 - Request the voters list from the Regional Office (Section 11), post it and revise it as necessary;
 - Ensure the availability of rooms necessary for the nomination meeting, the holding of the vote and the counting of ballots;
 - Issue notice of the holding of the nomination meeting – 72 days before the election;
 - Hold the nomination meeting and receive candidacies for the positions of chief and councillors – 42 days before the election;
 - Issue notice of the holding of the vote – 35 days before the election;
 - Prepare a report on the nomination meeting;
 - Hold the vote – February 2021 (by February 12, 2021) (more than one room for the vote could be

- required);
- Count the ballots;
- Declare elected the candidates who obtained the greatest number of votes (1 chief and 6 councillors);
- Post the results of the vote;
- Prepare an election report and send it, accompanied by the ballots and electoral material, to the Quebec Regional office within 4 days following the holding of the vote; and
- In case of any appeal lodged within 45 days from the date of the election, answer questions regarding the electoral process.

DELIVERABLES

- The contractor must produce a report following the nomination meeting as well as a complete and detailed report on the results of the vote as prescribed by the Department. These reports must be submitted as soon as possible to the Services to communities and Fiscal Relationship sector of the Quebec Regional Office (Project Authority). This requirement is clearly indicated in ministerial directives, which require us to resolve election issues as quickly as possible; otherwise, the political stability of bands can be adversely affected.

DEPARTMENTAL SUPPORT

- The Department will provide the contractor with the Electoral Officer's Handbook, which will provide guidance through the various procedures.
- The holding of band council elections is a specialized area for which knowledge of the Act and the Regulations is a prerequisite. Training on this matter can be provided by the Department if necessary.
- Ministerial representatives, more specifically those from the Governance sector of the Services to communities and Fiscal Relationship directorate, will be available to facilitate the work of the electoral officer.

**ANNEX B
BASIS OF PAYMENT**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work as determined in Annex "A" – Statement of Work; to a limitation of expenditure of **\$(will be inserted at contract award)**

(applicable taxes to Professional Fees are extra)

The Bidder's per diem rates for the proposed Category of Personnel is as follows:				
CONTRACT PERIOD: Contract Award to March 31, 2021				
Category of Personnel	Name of Proposed Resource	Estimated number of days	All-inclusive fixed Per-Diem Rate*	Total Cost
Band Election Specialist	At contract award	50 Days		
Total Estimated Initial Contract Cost:				
Applicable Taxes	Insert the amount, as applicable:			GST: PST:
GRAND TOTAL				

***All-inclusive fixed Per-Diem Rate includes all expenses related to cellular phone, computer, displacements, etc.**

OPTION PERIOD 1: April 1st,2021 to March 31, 2022				
Category of Personnel	Name of Proposed Resource	Estimated number of days	All-inclusive fixed Per-Diem Rate	Total Cost
Band Election Specialist	At contract award	50 Days		
Total Estimated Initial Contract Cost:				
Applicable Taxes	Insert the amount, as applicable:			GST: PST:
GRAND TOTAL				

***All-inclusive fixed Per-Diem Rate includes all expenses related to cellular phone, computer, displacements, etc.**

OPTION PERIOD 2: April 1st, 2022 to March 31, 2023				
Category of Personnel	Name of Proposed Resource	Estimated number of days	All-inclusive fixed Per-Diem Rate	Total Cost
Band Election Specialist	At contract award	50 Days		
Total Estimated Initial Contract Cost:				
Applicable Taxes	Insert the amount, as applicable:			GST:
				PST:
GRAND TOTAL				

***All-inclusive fixed Per-Diem Rate includes all expenses related to cellular phone, computer, displacements, etc.**

ANNEX C SECURITY REQUIREMENT CHECK LIST



Contract Number / Numéro du contrat 1000219938 Security Classification / Classification de sécurité unclassified

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

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE	
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région Services aux communautés et relation financière, Québec	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type : Appel d'offres
3. Brief Description of Work / Brève description du travail Diriger l'élection à Barriere Lake à titre de président d'élection	
4. Contract Amount / Montant du contrat 60 000 \$	6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :
5. Contract Start and End date / Date de début et de fin du contrat 01/05/2020 to / au 31/12/2020	
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 ou à des biens désignés 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 departmental computer network? accès au réseau informatique du Ministère?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)	
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)	
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS	
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?	
<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?	
<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	

9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties?
Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties? No / Non Yes / Oui

If yes, specify: / Si oui, spécifiez :

- a) Email transmission / Transmission par courrier électronique : No / Non Yes / Oui
- b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) : No / Non Yes / Oui
- c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) : No / Non Yes / Oui

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

* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécopieur sécuritaire)

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	Please refer to question / Veuillez vous référer à la question :	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
Information / Assets / Renseignements/Biens	7.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information / Assets (off site) / Renseignements/Biens (extérieur)	8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information / Assets (off site) / Renseignements/Biens TI (extérieur)	9.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission - e-mail / Transmission TI - courriel	9.2 a)	<input type="checkbox"/>	<input type="checkbox"/>				
IT Transmission - other / Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>				
Remote Access to Network / Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>				
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART C - PERSONNEL / PARTIE C - PERSONNEL

11.1 Personnel Security Screening Level Required: / Niveau d'enquête de la sécurité du personnel requis : N/A / Non requis Reliability / Fiabilité Confidential / Confidentiel Secret Top Secret / Très secret

11.2 May unscreened personnel be used for portions of work? / Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui N/A / Non requis

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

1000219938

Security Classification / Classification de sécurité
unclassified

PART D – AUTHORIZATION / PARTIE D – AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) – Nom (en lettres moulées) VÉRONIQUE MERCIER		Title - Titre Conseillère en gouvernance	Signature <i>Véronique Mercier</i>
Telephone No. – N° de téléphone 418-951-1587	Facsimile No. – N° de télécopieur	E-mail address – Adresse courriel veronique.mercier@canada.ca	Date 2020/03/17
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) – Nom (en lettres moulées) Steven French		Title - Titre Contract security officer	Signature French, Steven <small>Digitally signed by French, Steven Date: 2020.03.24 13:00:47 -0400</small>
Telephone No. – N° de téléphone 819-934-2334	Facsimile No. – N° de télécopieur	E-mail address – Adresse courriel steven.french@canada.ca	Date 2020/03/24
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) – Nom (en lettres moulées) Bruno Paradis		Title - Titre Senior Procurement and Contracting Officer	Signature <i>Bruno Paradis</i>
Telephone No. – N° de téléphone 819-994-7284	Facsimile No. – N° de télécopieur 819-953-7721	E-mail address – Adresse courriel bruno.paradis2@canada.ca	Date 18/03/2020
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) – Nom (en lettres moulées) Alexandre Paré-Monderie		Title - Titre	Signature PareMonderie, Alexandre <small>Digitally signed by PareMonderie, Alexandre Date: 2020.03.18 10:58:07 -0500</small>
Telephone No. – N° de téléphone	Facsimile No. – N° de télécopieur	E-mail address – Adresse courriel	Date

ANNEX D
SECURITY REQUIREMENTS AGREEMENT

Company name: _____

Request for proposal: 1000219938

Contract: _____

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
Container	Key locked container
Facility	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.

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.

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 representative 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.

SECURITY AGREEMENT

I, _____ (Contractor) and authorized resources will fulfill the duties as contractor working under the contract _____, as set out below, to the best of our abilities.

1. Will abide by all of 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 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 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: _____

CIRNA/ISC Project Authority:

DATE: _____

SIGNED: _____

PRINT NAME: _____