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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 (SOW), the Basis of Payment, the Security Requirements Checklist (SRCL), the Security Requirements Agreement.

### 1.2 Summary

- 1.2.1.** This Request for Standing Offers (RFSO) is being issued by Lands and Economic Development Sector, Indigenous Services Canada (ISC-LED) to require the services of private investigators to collect facts confirm or invalidate allegations made with respect to the electoral appeal process established by the Indian Act. Firms and/or individuals are required to conduct investigative tasks in order to obtain information to substantiate allegations made.
- 1.2.2.** It is intended to result in the award of up to **six (6) Standing Offers (SOs), each of which has an three-year period starting January 1, 2021, plus two (2) irrevocable option one-year periods** allowing Canada to extend the term of each resulting SO.
- 1.2.3.** As per the Integrity Provisions under section 01 of Standard Instructions 2006 and 2007, Offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to Section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
- 1.2.4.** For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of this solicitation, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.
- 1.2.5.** The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement (CCOFTA), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement (CHFTA), Canada-Korea Free Trade Agreement (CKFTA), Canada-Panama Free Trade Agreement (CPAFTA), Canada-Peru Free Trade Agreement (CPFTA), Canada-Ukraine Free Trade Agreement (CUFTA), World Trade

Organization - Agreement on Government Procurement (WTO-AGP), and the Canadian Free Trade Agreement (CFTA).

- 1.2.6.** The resulting Standing Offers (SOs) are not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA).

### **1.3 Security Requirements**

There are security requirements associated with the requirement of this solicitation. 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](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.

### **1.4 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.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by Indigenous Services Canada (ISC);
- b) "General Information", is amended as follows:

**Delete:** in its entirety

**Insert:**

One method of supply used by Indigenous Services Canada (ISC) is to arrange with suppliers to submit a standing offer to provide goods and services or both during a specified period. Sections within ISC can then make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide ISC with a standing offer. The quantity of goods, level of services and estimated expenditure specified in this solicitation are only an approximation of requirements given in good faith. A RFSO does not commit ISC to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by ISC of a Standing Offer and Call-up Authority to successful suppliers and to sections within the department to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. ISC may make one or several call-ups against a standing offer.

- c) Section 03 is amended as follows:

**Delete:**

Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16")

- d) Section 05, Subsection 2 is amended as follows and renumbered accordingly:

**Delete:** d. in its entirety

**Insert:** d. send its offer only to the Bid Receiving Email Address specified on page 1 of this solicitation.

- e) Section 05, Subsection 4 is amended as follows and renumbered accordingly:

**Delete:** 60 days

**Insert:** 180 days

- f) Section 08, Transmission by facsimile or by epost Connect

**Delete:** in its entirety

**Insert:** Due to the nature of this solicitation, offers transmitted by facsimile to ISC will not be accepted.

g) Section 12, Subsection 1 is amended as follows and renumbered accordingly:

**Delete:** a) and b) in its entirety

h) Section 20 is amended as follows:

**Delete:** Subsection 2 in its entirety

## 2.2 Submission of Offers

**2.2.1** Offers (and any amendments thereto) must be received by ISC **at the email address identified, by the date and time on the cover page of the solicitation**. Offers must not be sent directly to the Standing Offer Authority or Project Authority. Canada will not be responsible for offers delivered to a different address. Offers sent directly to the Standing Offer Authority or the Project Authority will not be considered.

**2.2.2** The email address indicated on the cover page of the solicitation is for the purpose of offers submission and enquiries concerning that solicitation. **No other communications are to be forwarded to this address.**

More than one email can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).

Canada will take no responsibility if an offer is not received on time because the email was refused by a server for the following reasons:

- The size of attachments exceeds **10 MB**;
- The email was rejected or put in quarantine because it contains executable code (including macros);
- The email was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.

Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, will not be accepted. All documents submitted must be attached to the email.

It is strongly recommended that Offerors confirm with the Standing Offer Authority that their complete offer is received. For this same reason, it is recommended that in cases where more than one (1) email containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.

**2.2.3** Canada requires that each offer, at closing date and time or upon request from the Standing Offer Authority, be signed by the Offeror or by an authorized representative of the Offeror. If any required signature(s) are not submitted as requested, the Standing Offer Authority may inform the Offeror of a time frame within which to provide the signature(s). Failure to comply with the request of the Standing Offer Authority and to provide the signature(s) within the time frame provided may render the offer non-responsive. If an offer is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements.

**2.2.4** It is the Offeror's responsibility to:

- a. obtain clarification of the requirements contained in the offer solicitation, if necessary, before submitting an offer;
- b. prepare its offer in accordance with the instructions contained in the RFSO;
- c. submit by closing date and time a complete offer;
- d. send its offer only to the address specified on the cover page of the RFSO;

- e. ensure that the Offeror's name, return address, and the RFSO reference number are clearly visible on the envelope or the attachment(s) containing the offer; and,
- f. provide a comprehensible and sufficiently detailed offer, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.

**2.2.5** Offers received on or before the stipulated offer closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Offerors. All offers will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.

**2.2.6** Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with an Offeror's offer. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.

**2.2.7** An offer cannot be assigned or transferred in whole or in part.

### **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 FPSs, Offerors must provide the information required below before contract award. 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.

#### **a. 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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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.

#### **b. 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:**

- (i) name of former public servant;
- (ii) 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](#).

**c. 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:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) 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 fifteen (15) 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 the Offeror submits its offer in accordance with section 05 of the 2006 standard instructions. An Offer must be gathered per section and separated as follows:

Section I: Technical Offer	(1 electronic copy, PDF format)
Section II: Financial Offer	(1 electronic copy, PDF format)
Section III: Certifications	(1 electronic copy, PDF format)
Section IV: Additional Information	(1 electronic copy, PDF format)

**Prices must appear in the Financial Offer only. Prices must not be indicated in any other section of the Offer.** The Offeror's failure to comply with this condition will result in the Offer being declared non-compliant and being given no further consideration.

Offerors must include any reference material they wish to be considered for evaluation within their Offer. Any material or documents outside the Offer will not be considered (for example, should the Offeror wish to provide screen shots of its website, etc. for evaluation, copies or printouts of website material must be included within the Offer). URL links to the Offeror's website will not be considered as a qualified proof.

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 size;
- (b) use a numbering system that corresponds to this solicitation.

**Submission of Only One Offer:** An Offeror, including related entities, will be permitted to submit only one offer. If an Offeror or any related entities participate in more than one offer (participating means being part of the Offeror, not being a subOfferor), Canada will provide those Offerors with two (2) working days to identify the single offer to be considered by Canada. Failure to meet this deadline will result in all the affected offers being disqualified.

Offerors are strongly encouraged to use the Offer Submission Forms provided in Attachment 1 to Part 3 to support the consistent organization of Offers.

For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to an Offeror if:

- a) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- b) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- c) the entities have now or in the two years before offer closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- d) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- e) Individual members of a joint venture cannot participate in another offer, either by submitting an offer alone or by participating in another joint venture.

#### Section I: Technical Offer

In their Technical Offer(s), Offerors should explain and demonstrate how they offer to meet the requirements and how they will carry out the Work. Offerors should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical Offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in this solicitation is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To

avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures and Basis of Selection, contains additional instructions that Offerors should consider when preparing their technical offers.

## Section II: Financial Offer

Offerors must submit their Financial Offers in accordance with Financial Tables detailed in article 4.6.3.

The Financial Offer must include all costs for the requirement described in this solicitation for the entire Offer Period, including any option periods. The fixed all-inclusive hourly rate must be inclusive of all payroll, overhead costs, administration (e.g. internal business services, invoicing, timesheets, travel coordination, reporting, and other ancillary services to administer the SO and any Call-ups, etc.) disbursements, profits, and any other costs required for the Offeror 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.**

Rates proposed for the option years must be equal or greater than rate proposed in the initial contract period.

When preparing their Financial Offer, Offerors should review clauses in the article 4.6 - Financial Evaluation, of Part 4 of the RFSO; and article 7.5 - Payment, Part 7B of this solicitation.

### 3.1.1 Electronic Payment of Invoices - Offer

Direct Deposit (Domestic and International) is encouraged to be accepted for payment of invoices, however, acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.1.2 Exchange Rate Fluctuation

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

## Section III: Certifications

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

## Section IV: Additional Information

### 3.1.3 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.3.1 As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and offered 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*

3.1.3.2 The Company Security Officer must ensure through the Contract Security Program that the Offeror and offered individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

**ATTACHMENT 1 to PART 3 – OFFER SUBMISSION FORM**

<b>OFFER SUBMISSION FORM</b>	
<b>Offeror's full legal name</b>	
<b>Authorized Representative of Offeror for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
<b>Offeror's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003] <b>[Note to Offerors: Please ensure that the PBN you provide matches the legal name under which you have submitted your Offer. If it does not, the Offeror will be determined based on the legal name provided, not based on the PBN, and the Offeror will be required to submit the PBN that matches the legal name of the Offeror.]</b>	
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Offeror wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b> See the Article in Part 2 of the RFSO entitled Former Public Servant for a definition of "Former Public Servant".	Is the Offeror a FPS in receipt of a pension as defined in this solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Offeror a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
<b>Security Clearance Level of Offeror</b> [include both the level and the date it was granted] <b>[Note to Offerors: Please ensure that the security clearance matches the legal name of the Offeror. If it does not, the security clearance is not valid for the Offeror.]</b>	

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Definitions

The following definitions apply to all Mandatory Requirements and Point-Rated Criteria. All other defined terms are as set out in the Annex "A" – Statement of Work.

- **"Offeror"** refers to the legal entity having submitted an Offer for evaluation, and which, if successful in the evaluation process, must execute the resulting Standing Offer (SO).
- **"MUST"**, whether capitalized or not, refers to a requirement. In response to a Mandatory Requirement, failure on the part of the Offer to provide the information or demonstrate it meets a requirement expressed by "MUST", will result in the Offer being deemed non-compliant and no further consideration given. In response to a Rated Criterion, failure on the part of the Offer to provide the information or demonstrate it meets a requirement expressed by "MUST", will result in the Offer not being assessed any points.
- **"Resource"** refers to the named individual(s) offered by an Offeror (whether employed, self-employed, or subcontracted by the Offeror) to deliver services under any resulting Standing Offer.
- **"Should"** refers to a desired element. Failure on the part of the Offer to provide the information requested by "should" within its Offer or to demonstrate that it meets the element expressed by "should" may result in the Offer receiving less than full points on any Point-Rated Criteria. Offerors are encouraged to address all elements expressed by "should".
- **"Substantiated"** is that which is independently verifiable, with clear demonstration of the outcomes of a given task, skill, ability, or other evaluation factor being demonstrated, and includes evidence of understanding any related underlying methodology and/or techniques as appropriate and provides sufficient details with regard to the above. Simply stating that a resource or the Offeror has completed a task will not be considered "substantiated." Similarly, a reiteration of the text of the Point-Rated Criteria, on its own, will not be eligible to receive points.

### 4.2 Evaluation Procedures

- a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers (RFSO) including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of ISC will evaluate the offers.
- c) In addition to any other time periods established in this solicitation:
  - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Offeror about its Offer, the Offeror will have two (2) working days (or a longer period if specified in writing by the Standing Offer Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the Offer being declared non-responsive.
  - ii. **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - A. verify any or all information provided by the Offeror in its Offer; or
    - B. contact any or all references supplied by the Offeror (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Offeror,The Offeror must provide the information requested by Canada within five (5) working days of a request by the Standing Offer Authority.
  - iii. **Extension of Time:** If additional time is required by the Offeror, the Standing Offer Authority may grant an extension in his sole discretion.

### 4.3 Basis of Evaluation

- a) Both individuals and firms are permitted to submit their Offer. If more than three (3) resources are proposed by a firm, only three (3) of them will be randomly selected for evaluation purpose.
- b) The Offeror must include, in its proposal, any reference material it wishes to be considered for evaluation. Any material or documents outside the Offer will not be considered (for example, should the Offeror wish to provide screen shots of its website or product, etc. for evaluation, copies or printouts of website or product material must be included within the Offer). URL links to the Offeror's website will not be considered by the Evaluation Committee.
- c) Evaluation is based on a "rules of evidence" approach, such that the Offer is the sole demonstration of the Offeror's capacity to fulfill the requirement, as described within this solicitation. No prior knowledge of or experience with the Offeror on the part of the ISC evaluation team will be taken into consideration.
- d) The experience of the resource with any organization (whether the Offeror, another company or employer) will be considered, provided it demonstrates the experience of the resource. Resource experience gained during formal education will not be considered work experience. All requirements for work experience must have been obtained in a professional work environment as opposed to an educational setting.
- e) Offerors are required to demonstrate how the experience of the Offeror and offered resources meets the requirements stated in the mandatory requirements and point-rated Criteria. Timeframes of the Offeror's or resources' experience should be identified by start date (Month and Year) and end date (Month and Year). A simple repetition of the requirements or of the Statement of Work contained in this solicitation will not be considered to demonstrate the experience of the Offeror or offered resources. Similarly, listing experience without providing any supporting information describing where, when and how such experience was obtained may result in the experience not being included for evaluation purposes.

### 4.4 Reference Checks

- a) Canada reserves the right to conduct reference checks to verify the information contained within the submitted Offer. If Canada does not receive a response from the contact person within the **five (5)** working days, Canada may contact the Offeror and permit the substitution of an alternate contact person, however, Canada will not permit the substitution for the 3<sup>rd</sup> time.
- b) Wherever information provided by a reference differs from the information supplied by the Offeror, the information supplied by the reference will be the information evaluated. In the event that any cited reference provides a negative response in regard to the veracity and/or accuracy of the information contained within the Offer, Canada reserves the right to deem the requirement non-compliant, whereupon no further consideration will be given.
- c) Points will not be allocated and/or an Offeror will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Offeror itself (for example, the customer cannot be the customer of an affiliate of the Offeror instead of being a customer of the Offeror itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Offeror.
- d) Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all Offerors who have not, at that point, been found non-responsive.

### 4.5 Technical Evaluation

#### 4.5.1 Mandatory Technical Criteria

- a) Offers must meet all mandatory requirements to be considered for further evaluation. Failure on the part of the Offer to meet any one (1) of these requirements will result in their Offer being deemed non-compliant, with the Offer being given no further consideration.
- b) If more than one resource is proposed under an Offer, **each evaluated resource** must meet all mandatory requirements, otherwise the Offer will be deemed non-compliant.

Item#	Mandatory Technical Criteria	Offer Ref. Page #	Compliant (Yes/No)
M1	<p>Each of the proposed resource(s) <b>MUST</b> be in compliance with their provincial licensing statutes, and <b>MUST</b> provide the photocopy of either one of the following:</p> <ul style="list-style-type: none"> <li>• a valid investigator license</li> <li>• a valid Fraud Examiners Certification (CFE)</li> <li>• a valid Financial Forensic Certification (CFF)</li> </ul>		
M2	<p>Each of the proposed resource(s) <b>MUST</b> have at least two (2) years within the last five (5) years of substantiated experience related to private investigations or a related field including police work, or investigations in another capacity such as fiscal and/or financial audit and witness interviews.</p> <p>Curriculum vitae for each of the resource(s) proposed resource(s) <b>MUST</b> be provided with the Offer. Pertinent information <b>MUST</b> be clearly identified in <b>bold</b> with M2 marker.</p>		
M3	<p>Each of the proposed resource(s) <b>MUST</b> have substantiated experience providing investigator services and <b>MUST</b> include three (3) examples of projects done within the last five (5) years.</p> <p>For each of the projects, the Offeror <b>MUST</b> provide the following:</p> <ul style="list-style-type: none"> <li>• the name of the client organization for whom the work was performed</li> <li>• the dollar-value of the contract (to the Offeror)</li> <li>• the name of the contact information of the Project Authority to whom the Offeror reported with correct and up to date telephone number, fax number and email address</li> <li>• the extent to which the private investigation services were provided on time, on budget and in direct response to the established project objective.</li> </ul> <p>Canada reserves the right to contact the named client project authorities to verify the information provided within the projects.</p>		

#### 4.5.2 Point-Rated Technical Criteria

- a) Offers meeting all mandatory technical criteria will be evaluated and point rated against the following point rated technical criteria, using the evaluation factors and weighting indicators specified for each criterion.
- b) Each proposed resource will be evaluated separately. If more than one resource is proposed under an Offer (up to three resources per Offer), Canada will average the assessed resources' scores.
- c) Offers which fail to obtain the required minimum number of points specified in the table below will be declared non-responsive.

Item#	Point Rated Technical Criteria	Offer Ref. Page #	Maximum available Points
R1	<p>The Offeror's proposed resource(s) demonstrates at least two (2) years of substantiated experience in the fields of police work, or investigations in another capacity such as fiscal and/or financial audit and witness interviews.</p> <p>In excess of the two (2) years required. 5 points per additional year of experience up to a maximum of six (6) additional years.</p>		30
R2	<p>The Offeror's proposed resource(s) demonstrates substantiated experience interviewing people in any setting which requires the elicitation of information and verification of this information.</p> <p>5 points per year of experience up to a maximum of five (5) years.</p>		25
R3	<p>The Offeror's proposed resource(s) demonstrates substantiated experience working with Canadian Aboriginal People.</p> <p>5 points per year of experience up to a maximum of five (5) years of experience.</p>		25
R4	<p><b>Offer Quality</b></p> <p>Up to five (5) points will be awarded for presenting the Offer in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFSO as evidenced by the following:</p> <ul style="list-style-type: none"> <li>a) 3 points for ordering/structuring the Offer to match the order and sequence of the mandatory and point-rated evaluation criteria within the RFSO;</li> <li>b) 2 points for including tabs between sections of the Offer;</li> </ul>		5
<b>Minimum pass mark of 60% (51 points)</b>			85

## 4.6 Financial Evaluation

### 4.6.1 SACC Manual Clause

M0220T (2016-01-28), Evaluation of Price

### 4.6.2 Financial Evaluation Procedure

- a) Offers meeting all mandatory requirements and minimum score of 60% over all point-rated criteria will be evaluated on the basis of their Financial Offer.
- b) The Financial Evaluation will be carried out by the Standing Offer Authority independent of the Evaluation Team responsible for rating the Technical Offer. Financial Offers will be evaluated based on the methodology detailed below.
- c) Failure on the part of the Offeror to provide the information required within the article 4.6.3, Financial Tables, will result in Canada deeming the Offer to be non-compliant, with the Offer being given no further consideration.
- d) For evaluation purposes, the proposed all-inclusive per-diem rates for the initial SO period including option years will be averaged to derive to an average per diem rate.
- e) Full points will be awarded to the Offer with the lowest per-diem rate. Fewer points will be awarded to all other Offers based on the percentage differential of their lowest per-diem rate from that of the Offer with the lowest, as follows:

$$\text{Financial Score} = \frac{\text{Lowest per-diem rate}}{\text{Offer's per-diem rate}} \times 30 \text{ points}$$

### 4.6.3 Financial Tables

Offerors are requested to provide firm per-diem rate based on a 7.5-hour day. Offerors submitting a proposal must complete the following Table. If more than one resource is proposed under an Offer (up to three resources per Offer), each resource must accept the same per-diem rate under the same period (initial period and/or option years).

Canada reserves the right to correct mathematical errors in the calculation of the average per-diem rate (column D). In the event of any mathematical errors in column D, the values entered in columns A, B, and C will prevail.

Initial Period: January 1, 2021 to December 31, 2023 inclusive

Option Year 1: January 1, 2024 to December 31, 2024 inclusive

Option Year 2: January 1, 2025 to December 31, 2025 inclusive

All-inclusive Per-diem Rate (CDN\$) (Initial Period) A	All-inclusive Per-diem Rate (CDN\$) (Option Year 1) B	All-inclusive Per-diem Rate (CDN\$) (Option Year 2) C	Average Per-Diem Rate (CDN\$) D = (A+B+C)/3
\$	\$	\$	\$

## 4.7 Basis of Selection

### 4.7.1 Highest Combined Rating of Technical Merit 70% and Price 30%

Standing Offers (SOs) will be awarded based on a determination of Best Value considering both the technical merit of the Offers and the Financial Evaluation. To arrive at an overall score achieved by an Offeror, a weighting has been established as follows:



Technical merit will be valued at 70% of the Offer and price will be valued at 30% of the Offer. The Offeror(s) will be selected on the basis of the highest responsive combined rating of technical merit and price. The calculation used to determine the Offeror's Total Score will be:

**Offeror's Total Score (out of 100 points) = Offeror's Weighted Technical Score (out of 70 points) + Offeror's Financial Score (out of 30 points)**

Offerors will be ranked in order from highest to lowest Total Score. Where two or more Offers achieve the identical Total Score, the Offer with the highest Weighted Technical Score will precede.

#### **4.7.2 Standing Offer Value Allocation**

Canada intends to award up to six (6) Standing Offers as a result of Offers representing Best Value, based on the following value allocation rules in order from highest ranked Offer to the lowest one. Best Value will be defined as the highest Total Score, i.e. the highest ranked responsive Offer would be considered to represent Best Value.

Top six (6) Ranked Offerors                    **\$2,000,000.00 per Standing Offer, applicable taxes and all expenses included**

Where there are less than six (6) responsive Offers, the Standing Offer(s) will be awarded to actual number of responsive Offerors accordingly.

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

Offerors must provide the required certifications and additional information to be issued a Standing Offer (SO).

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 an Offeror 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.

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 Standing Offer.

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

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

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

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

### **5.2 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 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Offerors 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 Offerors 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](https://www.canada.ca/en/employment-social-development/canada-labour/s website) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-offeror-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 - Offer

## **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 offered individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate 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 offered 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 offered 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 Financial Capability**

N/A

### **6.3 Insurance Requirements**

N/A

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work (SOW) at Annex "A".

#### 7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) 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 at least a valid Government of Canada (GoC) personnel Security Screening at the level **Reliability Status** for the Offeror, resources and any sub-Offerors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Offeror and each authorized resources involved in the performance of the work under this contract must each hold at least a valid Security Screening at the level **Reliability Status** during the lifetime of the contract.
3. The Offeror must not possess or safeguard **PROTECTED** information/assets at their organization's premises until written permission from the security in contracting of Indigenous Services Canada has been granted. Once the written permission has been granted, the possession and/or safeguarding of protected information/ assets may be performed up to the level of **Protected B**.
4. The Offeror must not remove any **Sensitive** information from the identified work site(s), and the Offeror must ensure that its personnel are made aware of and comply with this restrictions.
5. The Offeror 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 of Indigenous Services Canada has been granted. Once the written permission has been granted, these tasks may be performed up to the level of **Protected B**.
6. Subcontracts are not to be awarded without the prior written permission from the security in contracting of Indigenous Service Canada has been granted.
7. Any substitute or alternate resource proposed for this contract:
  - a) must be approved by the security in contracting of Indigenous Service Canada and,
  - b) must hold at least a valid GoC Security Screening at the level of **Reliability Status**, during the lifetime of the contract.
8. Under this contract, if a Offeror 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 Offeror or to pay any invoice for work undertaken by this resource.
9. 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 Offeror shall have no claim against Her Majesty or the Minister as a result of the termination. The Offeror shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.
10. The Offeror must comply with the following provisions:

- a) Security Requirements Agreement, attached as Annex "C"; and
- b) Policy on Government Security <http://publiservice.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 offered 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) (<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.

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by Indigenous Services Canada (ISC);
- b) Section 1, is amended as follows:

**Delete:** ""Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users".

**Insert:** "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer.

- c) "Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16," is **deleted** from the text under Section 3.

- d) Section 5, is amended as follows:

**Delete:** "If applicable, Identified Users will use the form included in the Standing Offer to order goods or services or combination of goods and services. Requests for goods or services or combination of goods and services may also be initiated through telephone calls, facsimiles, emails, etc. or by using Canada acquisition cards (Visa or MasterCard).

Call-ups ordered and paid for with Canada acquisition cards (Visa and MasterCard), including Call-ups made by telephone calls must be confirmed in writing through emails,

facsimiles or other means, and must be in accordance with the terms and conditions and at the prices stipulated in the Standing Offer.”

**Insert:** “Identified Users will use the call-up procedures and call-up form specified in the Standing Offer to order services”.

### 7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data on the financial and administrative status of each and all open call-ups, including invoicing completed work and pending work. If some data is not available, the reason must be indicated in the report. If no goods or service is provided during a given period, the Offeror must provide a "nil" report. The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 5 calendar days after the end of the reporting period.

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The initial period for making Call-ups against the Standing Offer is **from January 1, 2021 to December 31, 2023 inclusive**.

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

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

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Shuo Chen  
Senior Procurement and Contracting Officer  
Materiel and Assets Management Directorate  
Indigenous Services Canada (ISC)  
10 rue Wellington, Gatineau, QC, K1A 0H4  
Telephone: 819-953-6910  
Facsimile: 819-953-7721  
E-mail address: [shuo.chen@canada.ca](mailto:shuo.chen@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** (*identified at issuance of the Standing Offer*)

The Project Authority is the representative of the department or agency 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** (*identified at issuance of the Standing Offer*)

Name:  
Title:  
Telephone:  
Facsimile:  
E-mail address:

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

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

## **7.7 Identified Users**

The Identified User authorized to make Call-ups against the Standing Offer is Indigenous Services Canada (ISC).

## **7.8 Numbers of Standing Offers**

A maximum of \_\_\_ Standing Offers will be issued. The Offeror(s) below are listed in order from the highest rank to the lowest rank.

*(identified at issuance of the Standing Offer)*

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

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

**Non-competitive call-ups:** Each Call-up against a Standing Offer **must be valued at \$25,000.00 or less** (travel and direct expenses and applicable taxes included), the Project Authority can select any available Standing Offer that best meets its requirements as described in the related Call-up.

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

- 1) Offerors will be contacted directly as described in 7.9.1 above.
- 2) 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.
- 3) The Offeror will prepare and submit a proposal for the work as required by the Project Authority (as applicable). The proposal shall include a cost quotation established by utilizing the applicable rates as

shown in Annex "B" - Basis of Payment, 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 Project Authority (as applicable) within three (3) business days of receiving the request, unless otherwise specified in writing by the Project Authority.

- 4) Failure by the Offeror to submit an Offer in accordance with the time frame specified 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 Project Authority will send the request to the next best-fit 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 methods.
- 5) Upon acceptance by the Project Authority of the Offeror's proposal for the services, the Offeror will be authorized by a Contracting Authority to proceed with the work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- 6) The Offeror must not commence work until the Call-up against the Standing Offer has been signed by the Contracting Authority. The Offeror acknowledges that any and all work performed in the absence of a Call-up against the Standing Offer signed by the Contracting 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 by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. The following form will be used:
  - ISC Call-up Against a Standing Offer (SAP format)

#### 7.11 Limitation of Call-ups

N/A

#### 7.12 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$2,000,000.00 (applicable taxes and all expenses included)** 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) Annex "A", Statement of Work;
- e) Annex "B", Basis of Payment;
- f) Annex "C", Security Requirements Check List (SRCL);
- g) Annex "D", Security Requirements Agreement;
- h) the Offeror's Offer dated \_\_\_\_\_ (*identified at issuance of the Standing Offer*).

## **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.

### **7.14.2 SACC Manual Clauses**

SACC Manual Clause [M3020C](#) (2016-01-28), Status of Availability of Resources - Offer

## **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.

## B. RESULTING CONTRACT CLAUSES

The Standing Offer is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

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 Offeror must perform the work described in the Call-up against the Standing Offer.

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2035 (2020-05-28), General Conditions - Higher Complexity - Services, 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** Indigenous Services Canada (ISC);
- b) "Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16," is **deleted** from the text under Section 2 – Standard Clauses and Conditions;
- c) Section 12, Subsection 1 is amended as follows:

**Delete:** in its entirety

**Insert:** "Invoices must be submitted by Email to the Project Authority in the Offeror's name. The Offeror must submit invoices for each delivery or shipment; invoices must only apply to the Call-ups against the Standing Offer. Each invoice must indicate whether it covers partial or final delivery".

- d) Section 12, Subsection 2 , paragraph a. is amended as follows:

**Delete:** in its entirety

**Insert:** "the project title, Standing Offer and Call-up number, the date, deliverable/description of the Work and financial code(s)".

### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

The period of the Contract is in accordance with the Call-up against the Standing Offer.

#### 7.3.2 Delivery Date

Delivery 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 Offeror has agreed that this information will be reported

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

## 7.5 Payment

### 7.5.1 Basis of Payment

The Offeror will be paid for the Work performed in accordance with the Annex "B" - Basis of Payment. Customs duties are included and applicable taxes are extra.

### 7.5.2 Limitation of Expenditure

1. The Offeror will be paid for Work performed pursuant to each approved Call-up, in accordance with Annex "B" - Basis of Payment. Canada's total liability to the Offeror under the Call-up must not exceed the Total Price specified in the Call-up.
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 Offeror unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Offeror 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 Offeror 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 Offeror 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 Offeror must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Offeror does not increase Canada's liability.

### 7.5.3 Travel and Living Expenses

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

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

All payments are subject to government audit.

Total Authorized Cost: **\$100,000.00 (taxes included)**

### 7.5.4 Travel Time

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

Time spent by a Offeror traveling to and from specific pre-authorized work assignments where the distance is more than 100 kilometers from the Offeror's work location may be billed at 50% of the Offeror'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-hour day when calculating reimbursement costs.

### 7.5.5 Other Direct Expenses

The Offeror 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.

Total Authorized Cost: **\$25,000.00 (taxes included)**

### 7.5.6 Terms of Payment

H1008C (2018-05-12), Monthly Payment

### 7.5.7 Electronic Payment of Invoices – Call-up

The Offeror accepts to be paid using any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);

## 7.6 Invoicing Instructions

1. The Offeror 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 Call-up;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

\_\_\_\_\_

## 7.7 Insurance Requirements

Canada is not responsible to recompense for personal or property injury to the Offeror or the Offeror's deployed resources, while providing services on behalf of ISC, throughout the duration of the Call-up. The Offeror must maintain the appropriate insurance coverage for its deployed resources, including any sub-Offerors, within the duration of the Call-up. Compliance with the insurance requirements does not release the Offeror from or reduce its liability under the Call-up.

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

## 7.8 Official Languages

Any Offeror who carries out work on behalf of ISC in a location where the Department is required to provide services or communications to the public in both official languages, must also do so in both official languages (English and French).

## 7.9 Joint Venture *(may delete where the Offeror is not a Joint Venture)*

- 7.9.1** The joint venture (the "Joint Venture") is comprised of the following members:  
[List Joint Venture members]
- 7.9.2** \_\_\_\_\_ has been appointed as the "**Lead Member**" of the Joint Venture and has full authority to act as agent for each member of the Joint Venture with respect to all matters relating to this Contract;
- 7.9.3** By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;
- 7.9.4** The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;
- 7.9.5** Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and
- 7.9.6** All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract/Call-up.
- 7.10 T1204 - Information Reporting By Offeror**
- 7.10.1** Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5<sup>th</sup> Supp.), payments made by departments and agencies to Offerors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 7.10.2** To enable departments and agencies to comply with this requirement, the Offeror 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 Offerors, in writing or by telephone).

**7.11 SACC Manual Clauses**

**D5328C** (2014-06-26) Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract/Call-up are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Offeror before recommending payment.

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

The Offeror must provide the services of the following person(s) to perform the work as stated in the Standing Offer: \_\_\_\_\_ (*insert name(s) of person(s) at issuance of the Standing Offer*).

**ANNEX "A" - STATEMENT OF WORK****S.W.1 TITLE**

Indian Act Election Appeal Field Investigation Services

**S.W.2 BACKGROUND**

Governance Operations Directorate, within Lands and Economic Development Sector, Indigenous Services Canada (ISC-LED), is responsible for the application of sections 74 to 79 of the Indian Act.

In light of this mandate, ISC-LED has a legal obligation to receive and process all appeals regarding elections held under the election provisions in the Indian Act.

Each year, an average of 80 First Nations (Indian bands) hold elections according to the procedures proscribed in the Indian Act. Of these an average of one third (approximately 25) are appealed as allowed under the Act and the accompanying regulations.

In a majority of cases, these appeals can be determined based on materials obtained through the initial information-gathering steps under the current legislative regime. However, where the information gathered is insufficient to draw conclusions, the Minister may, under section 13(1) of the Indian Band Election Regulations, engage a private investigator to obtain the necessary information to make an informed decision on allegations brought up in the appeal.

While estimates of cases requiring private investigator work will depend on the number of valid appeals received on an annual basis, a current estimate indicates that the ISC-LED, on behalf of the Minister may require between 3 and 5 private investigators nationally per year.

Although it is not possible to directly correlate the number of valid appeals to the different regions across Canada, below is the number of Indian bands per region, that hold their elections under the Indian Act. All these Indian bands will go to the polls at least once every two years. Every election has a potential for an appeal and each appeal can, in turn, necessitate a field investigation process.

<b>Region</b>	<b>Number of Indian Bands</b>
British Columbia	53
Alberta and North (NWT, Yukon & Nunavut)	3
Saskatchewan	11
Manitoba	24
Ontario and Quebec	58
Atlantic (PEI, NS, NB and NFLD)	9
	<b>Total 158</b>

**S.W.3 OBJECTIVE**

ISC-LED requires the services of private investigators to collect facts confirm or invalidate allegations made with respect to the electoral appeal process established by the Indian Act. Firms and/or individuals are required to conduct investigative tasks in order to obtain information to substantiate allegations made as described below.

**S.W.4 TASKS AND ACTIVITIES**

The tasks and activities to be performed by the Offeror in support of ISC-LED requirements are as follows:

- 4.1 Obtain, from interviews or meetings, pertinent information with respect to allegations made in the context of election appeals lodged with the Department;

- 4.2 Conduct investigations, reconcile facts and scrutinize materials obtained from the Department or from other reliable and acceptable sources;
- 4.3 Write reports in which all election appeal allegations are closely reviewed and assessed. In doing so, the Offeror, brings the necessary information for the Minister to make a decision on an election appeal.
- 4.4 Complete for all witnesses interviewed a Credibility Assessment Evaluation on the form prescribed by ISC-LED.
- 4.5 Inform ISC-LED by email (or by any acceptable means) within a reasonable timeframe of the selected investigation approach;
- 4.6 If further investigation is required in a file completed by the Offeror, the Offeror will be asked to complete the requested further work and prepare a supplementary report.
- 4.7 Deposit all documents obtained in the course of the investigation process with ISC-LED, including the witness waiver form, and return all documents provided to the Offeror by ISC-LED to assist the Offeror in completing the contract;
- 4.8 The Offeror may be required to provide by phone or by email additional details or answering clarification questions following the submission of the report (at no extra cost, up to a maximum of 4 hours of work). If the address or email of the Offeror changes at any time over the term of the Standing Offer, the Offeror must immediately provide ISC-LED with the new information.

#### **S.W.5 DELIVERABLES**

- 5.1 A detailed written report of all the investigation process, including all proven allegations and facts within 15 calendar days of the end of the interview phase;
- 5.2 A written report, including all original notes, of all attempts, successful or not, to contact persons mentioned in the election appeal file (including date, time and coordinates of the said person).
- 5.3 A complete verbatim transcript of all interviews conducted, in MS Word format.
- 5.4 Copies of Consent Forms, provided by ISC-LED and signed by interviewees.

#### **S.W.6 CONSTRAINTS**

- 6.1 The work under a resulting Call-up must be completed within strict timelines.
- 6.2 The Offeror under a specific Call-up may be required to conduct work outside of normal operating hours in order to meet deadlines.

#### **S.W.7 DEPARTMENTAL SUPPORT**

- 7.1 As required for completion of work under the Standing Offer and any resultant Call-up(s), ISC-LED will provide direct departmental contact reachable by phone or by email.
- 7.2 Pertinent investigation documentation will be provided to the Offeror for the conduct of the investigation.
- 7.3 No office space or facilities will be provided to the Offeror by ISC-LED.

#### **S.W.8 LOCATION OF WORK AND TRAVEL**

The location of work will be specified in any resulting Call-up. The proposed resources may be required to travel in any of the following designated regions to various First Nation communities (not within any Comprehensive Land Claims Settlement Area):

- British Columbia
- Alberta and the North (Northwest Territories, Yukon & Nunavut)
- Saskatchewan
- Manitoba
- Ontario
- Quebec
- Atlantic (Prince Edward Island, Nova Scotia, New Brunswick and Newfoundland)

### **S.W.9 LANGUAGE REQUIREMENT**

The language of communications with ISC-LED is in English, except for the Quebec region where the language of communication may also be in French. The proposed resource(s) must be able to work, communicate effectively and efficiently in English (reading, oral and in writing) in all regions excluding Quebec where the proposed resource must be able to work, communicate effectively and efficiently (reading, oral and in writing) in both English and French.

### **S.W.10 RESOURCE SUBSTITUTION OR REPLACEMENT**

Prior to Call-up or during the course of work under any Call-up, resource substitution or replacement may be undertaken by the Offeror only with the express and prior written approval from the Project Authority.

Call-up(s) may include the services of resources named within the Standing Offer. Where ISC-LED requires the services of specific resources that are named within the Call-up(s), should the Offeror at any time be unable to provide the services of the specific resource(s), the Offeror shall notify the Project Authority, in writing, of the reason for the unavailability of the named resource(s), and the Offeror shall be responsible for providing substitute or replacement of resources.

Canada also reserves the right to direct the Offeror to undertake replacements of his or her personnel (or any sub-contractors) on an as-and-when-required basis, should deployed Offeror personnel not meet ISC-LED's skills and abilities expectations.

In advance of the date upon which any substitute or replacement resource(s) are to commence work under a specific Call-up, the Offeror shall provide to the Project Authority the name(s), date of birth, relevant security information, and detailed curriculum vitae (CV) of the qualifications and experience of the offered substitute or replacement resource(s).

For substitute or replacement of any resource(s), where the offered substitute or replacement resource(s) are not in the Standing Offer, **each of the new resource(s) must meet Mandatory Technical Criteria and must obtain at least 60% of the total Point-Rated Technical Criteria R1, R2, and R3, as identified in article 4.5 of the original RFSO.** Each of the new resource(s) must meet the security requirements of the Standing Offer.

Should the offered substitute or replacement Resource(s) not meet above requirements, ISC-LED reserves the right to refuse any offered substitute or replacement resource(s). Under no circumstances shall the Offeror allow performance of the services by substitute or replacement Resource(s) that have not been duly authorized by the Project Authority.

Qualification and acceptance of any substitute or replacement resource(s) prior to or during the course of work under any Call-up **requires an amendment to the Standing Offer** and shall be evidenced by a written statement from the Project Authority, and shall also be approved in signature by the Standing Offer Authority.

ISC-LED requires that effective and continuous control be maintained throughout the duration of any Call-up authorized under the Standing Offer. If the Offeror is required to provide substitute or replacement Resources, the Offeror shall warrant that it will provide the required support to ensure a smooth transition from one resource to another. This may require the incumbent resource to provide coaching and support to the replacement or substitute resource(s) for up to five (5) days, as determined by the Project Authority, at the sole expense of the Offeror.



In any event that the Offeror is unable to provide the services of qualified substitute or replacement resource(s), ISC-LED reserves the right to cancel an existing Call-up and issue the Call-up to another qualified Offeror.

### **S.W.11 CONFIDENTIALITY AND NON-DISCLOSURE**

The Offeror and its resources shall keep in confidence and not use or disclose without the express written instruction of the Project Authority, any proprietary or confidential information obtained in the course of its work.

As required, prior to commencement of work under any resultant Call-up(s), the Offeror and all deployed resources shall sign non-disclosure agreements and conflict of interest certifications in relation to all project work undertaken, as well as in relation to ISC-LED and any other Offerors or sub-contractor involved with the related project. All non-disclosure agreements and conflict of interest certifications will remain valid at least for a period equal to the length of the project, or longer, as indicated in the related document.

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### ANNEX "B" – BASIS OF PAYMENT

In consideration of the Offeror satisfactorily completing all of its obligations in the performance of the work as determined in the Annex "A" - Statement of Work, the Offeror will be paid all-inclusive per diem rates, as indicated in the following table, stipulated in each specific Call-up against the Standing Offer.

**Initial Period:** January 1, 2021 to December 31, 2023 inclusive

**Option Year 1:** January 1, 2024 to December 31, 2024 inclusive

**Option Year 2:** January 1, 2025 to December 31, 2025 inclusive

All-inclusive Per-diem Rate (CDN\$) (Initial Period)	All-inclusive Per-diem Rate (CDN\$) (Option Year 1)	All-inclusive Per-diem Rate (CDN\$) (Option Year 2)
\$	\$	\$

Maximum Authorized Fees: *(identified at issuance of the Standing Offer)*

Maximum Authorized Taxes: *(identified at issuance of the Standing Offer)*

Limitation of Expenditure – Travel and Living Expenses: **\$100,000.00** (applicable taxes included)

Limitation of Expenditure – Miscellaneous Expenses: **\$25,000.00** (applicable taxes included)

## ANNEX "C" – SECURITY REQUIREMENTS CHECK LIST (SRCL)

Affaires autochtones et  
Développement du Nord Canada

Aboriginal Affairs and  
Northern Development Canada

Contract Number / Numéro du contrat  
**1000215191**  
Security Classification / Classification de sécurité

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

**PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE**

<p>1. Branch / Sector / Direction / Région / Direction générale / Secteur / Direction / Région <b>LED Sector (HQ)</b></p>	<p>2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type:</p>
<p>3. Brief Description of Work / Brève description du travail <b>Indian Act Election Appeal Field Investigations (OPEN)</b></p>	
<p>4. Contract Amount / Montant du contrat \$</p>	<p>6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement): <b>TBD</b></p>
<p>5. Contract Start and End date / Date de début et de fin du contrat <b>Upon award to / au 2025-03-31</b></p>	

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?  No Non  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 portables ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?  No Non  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 :	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> 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 (cryptographique, téléphone/télicopieur sécurisé)

**10. SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	Please refer to question number in the question / Veuillez vous référer à la question	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SÉCRÉTÉ
Information Assets / Renseignements/ Biens	7.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information Assets (off site) / Renseignements/ Biens (off site)	8	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information Assets (off site) / Renseignements/ Biens TI (off site)	9.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission - email / Transmission TI - courriel	9.2 a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission - other / Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remote Access to Network / Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<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 :	<input type="checkbox"/> N/A / Non requis	<input checked="" type="checkbox"/> Reliability/ Fiabilité	<input type="checkbox"/> Confidential/ Confidentiel	<input type="checkbox"/> Secret	<input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui	<input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui			
 Government of Canada / Gouvernement du Canada			Contract Number / Numéro du contrat <b>1000215191</b>		
			Security Classification / Classification de sécurité		

**Notes: this signature page will be updated upon Standing Offer award.**

## ANNEX "D" – SECURITY REQUIREMENTS AGREEMENT

RFSO: 1000215191

Standing Offer:

Offeror Name:

### 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
Container	Key locked container	Dial lock container
Facility	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
<b>Protected A</b>	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>
	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>
<b>Protected B</b>	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>
	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 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>
	CIRNAC/ISC Secure File Exchange Service	<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 (<b>See annex 1 of security requirement agreement</b>)</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> </ul>



		<ul style="list-style-type: none"><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>
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### 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.

## ANNEX 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 Crown-Indigenous Relations and Northern Affairs Canada / Indigenous Services 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.

## SECURITY AGREEMENT

I, \_\_\_\_\_ (Offeror) 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: \_\_\_\_\_