



# REQUEST FOR PROPOSAL

## RETURN BIDS TO:

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

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

soumissionbid@sac-isc.gc.ca

## REQUEST FOR PROPOSALS

### Proposal to DIAND:

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

Title <b>RFP - Compensation Consultant for CIRNAC</b>	
Solicitation Number <b>1000248903/B</b>	
Date (YYYYMMDD) <b>2023-02-07</b>	
Solicitation Closes At <b>10:00 am</b>	Time Zone  <b>Eastern Standard Time (EST)</b>
On (YYYYMMDD) <b>2023-02-23</b>	
<b>Contracting Authority</b>	
Name <b>Miriam Britel</b>	
Telephone Number <b>(873) 355-2463</b>	
Facsimile Number	
Email Address <b>miriam.britel@sac-isc.gc.ca</b>	
Destination(s) of Services <b>CIRNAC - Implementation Sector - NCR</b>	
Security <b>THIS REQUEST INCLUDES SECURITY PROVISIONS</b>	
<b>Instructions:</b> See Herein	
<b>Delivery Required</b> See Herein	
<b>Person Authorized to sign on behalf of Bidder</b>	
Name	
Title	

<b>Bidder</b>
Name
Address
Telephone Number
GST/HST Number
QST Number



## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 SECURITY REQUIREMENTS .....	3
1.2 STATEMENT OF WORK.....	3
1.3 DEBRIEFINGS.....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	5
2.5 APPLICABLE LAWS.....	6
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 BID PREPARATION INSTRUCTIONS .....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	11
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>13</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	13
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	13
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>15</b>
6.1 SECURITY REQUIREMENTS .....	15
6.2 STATEMENT OF WORK.....	16
6.3 STANDARD CLAUSES AND CONDITIONS.....	16
6.4 TERM OF CONTRACT .....	16
6.5 AUTHORITIES .....	16
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	17
6.7 PAYMENT .....	18
6.8 INVOICING INSTRUCTIONS .....	19
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	20
6.10 APPLICABLE LAWS.....	20
6.11 PRIORITY OF DOCUMENTS .....	20
6.12 DISPUTE RESOLUTION.....	20
6.13 SPECIFIC PERSON .....	20
6.14 REPLACEMENT OF SPECIFIC INDIVIDUALS .....	20
<b>ANNEX "A" .....</b>	<b>22</b>
STATEMENT OF WORK .....	22
<b>ANNEX "B" .....</b>	<b>26</b>
BASIS OF PAYMENT .....	26
<b>ANNEX "C" .....</b>	<b>27</b>
SECURITY REQUIREMENTS CHECK LIST .....	27



## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-Program) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-Program>)

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex A – Statement of Work.

### **1.3 Debriefings**

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



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

### 2.2 Submission of Bids

Bids must be submitted electronically only to Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) by the date, time and e-mail address indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by any other means to CIRNAC will not be accepted.

### 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, bidders 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 bids is completed, Canada will inform the Bidder 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 bid non-responsive.

### Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the



implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

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

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

By providing this information, Bidders agree that the successful Bidder'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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

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

### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.



Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submits its bid electronically in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

##### **3.1.1 Electronic Payment of Invoices – Bid**

Bidders will accept Direct Deposit (Domestic and International) for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 SACC Manual Clauses**

#### **Section III: Certifications**

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

#### **Section IV: Additional Information**

##### **3.1.3 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures**

**3.1.3.1** As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals sites or premises for which safeguarding measures are required for Work Performance:

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

**3.1.3.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.



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

**4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

No.	Mandatory Criteria	Bid Preparation Instructions
<b>M1</b>	The Bidder's proposed resource must hold a valid accreditation in compensation or related field as Human Resources, accounting, business management, corporate services.	To meet criterion M2, the Bidder must provide a copy of the resource accreditation certificate or accreditation number from either such as Recognized Mediation Certifications, Certified Training and Development Professional (CTDP), Training Certifications from accredited Institutions, American National Standards Institute (ANSI) - Association for Challenge Course Technology, Certified Online Facilitation.
<b>M2</b>	The Bidder's proposed resource must have a minimum of five (5) years of experience within the past five (5) years in compensation analysis.	To meet criterion M3, the Bidder must provide at least the following information for each client reference for which the experience meets the requirements of evaluation criterion M3: <ol style="list-style-type: none"> <li>1) Short description of the services provided to the client;</li> <li>2) The period of time over which the service was provided per month, in a format including day, month and year information, e.g. from (month/year) to (month/year) for each month;</li> <li>3) The name of the client for whom the services work was done as well as the name and current e-mail address or telephone number of the client representative who would be able to confirm the information provided by the Bidder.</li> </ol>





#### 4.1.1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Point Rated Technical Criteria (R)	Required Minimum Number of Points	Maximum Available Points
R1		40
R2		30
R3		15
<b>Overall Score</b>	60	85

Number	Point-Rated Technical Criteria	Bid Preparation Instructions	Weighting (Points)
R1	<p>The Bidder's proposed resource should demonstrate experience in the following areas:</p> <ul style="list-style-type: none"> <li>Preparing and studying salary and/or total compensation analysis for determination of employee compensation;</li> <li>Reviewing and making recommendations or changes to compensation plan or procedures;</li> <li>Developing and reviewing work descriptions and assessing appropriate compensation level;</li> <li>Providing advice and guidance on special initiatives, such as remuneration rates, pay equity, classification reform conversion and/or any new collective agreement implementation, in accordance with Federal Public Service Acts, regulations, policies, guidelines, administrative procedures, etc.</li> </ul>	<p>To demonstrate its experience, the Bidder must provide at least the following information for each client reference for which the experience meets the requirements of evaluation criterion R1:</p> <ol style="list-style-type: none"> <li>Short description of the services provided to the client;</li> <li>The period of time over which the service was provided per month, in a format including day, month and year information, e.g. from (month/year) to (month/year) for each month;</li> <li>The name of the client for whom the services work was done as well as the name and current e-mail address or telephone number</li> </ol>	<p>Points will be awarded as follows for demonstrated experience that meets the requirements of criterions RT1:</p> <ul style="list-style-type: none"> <li>One (1) area: 10 points</li> <li>Two (2) areas: 20 points</li> <li>Three (3) areas: 30 points</li> <li>Four (4) areas: 40 points</li> </ul> <p><b>Maximum Points: 40 points</b></p> <p><b>Note: The Bidder may provide one project per area or one combining multiple areas. Up to 4 projects will be accepted</b></p>



		<p>of the client representative who would be able to confirm the information provided by the Bidder.</p>	
<p><b>R2</b></p>	<p>The Bidder's proposed resource should demonstrate experience in the following areas:</p> <ul style="list-style-type: none"> <li>• Developing policies, procedures and guidelines;</li> <li>• Conducting reviews, developing implementation strategies;</li> <li>• Developing information sessions and tools for briefing.</li> </ul>	<p>To demonstrate its experience, the Bidder must provide at least the following information for each client reference for which the experience meets the requirements of evaluation criterion R2:</p> <ol style="list-style-type: none"> <li>1) Short description of the services provided to the client;</li> <li>2) The period of time over which the service was provided per month, in a format including day, month and year information, e.g. from (month/year) to (month/year) for each month;</li> <li>3) The name of the client for whom the services work was done as well as the name and current e-mail address or telephone number of the client representative who would be able to confirm the information provided by the Bidder.</li> </ol>	<p>Points will be awarded as follows for demonstrated experience that meets the requirements of criteria RT2:</p> <ul style="list-style-type: none"> <li>• One (1) area: 10 points</li> <li>• Two (2) areas: 20 points</li> <li>• Three (3) areas: 30 points</li> </ul> <p><b>Maximum Points: 30 points</b></p> <p><b>Note: The Bidder may provide one project per area or one combining multiple areas. Up to 3 projects will be accepted</b></p>
<p><b>R3</b></p>	<p>The Bidder's proposed resource should demonstrate asset qualifications with experience in the following areas:</p> <ul style="list-style-type: none"> <li>• Experience working in one of the Territories;</li> <li>• Experience working on files</li> </ul>	<p>To demonstrate its experience, the Bidder must provide at least the following information for each client reference for which the experience meets the requirements of evaluation criterion R3:</p>	<p>Points will be awarded as follows for demonstrated experience that meets the requirements of criteria RT3:</p> <ul style="list-style-type: none"> <li>• One (1) area: 5 points</li> <li>• Two (2) areas: 10 points</li> <li>• Three (3) areas: 15 points</li> </ul>



	<p>impacting Indigenous people;</p> <ul style="list-style-type: none"> <li>• Experience working directly with Indigenous Governments or Northern Boards.</li> </ul>	<ol style="list-style-type: none"> <li>1) Short description of the services provided to the client;</li> <li>2) The period of time over which the service was provided per month, in a format including day, month and year information, e.g. from (month/year) to (month/year) for each month;</li> <li>3) The name of the client for whom the services work was done as well as the name and current e-mail address or telephone number of the client representative who would be able to confirm the information provided by the Bidder.</li> </ol>	<p><b>Maximum Points: 15 points</b></p> <p><b>Note: The Bidder may provide one project per area or one combining multiple areas. Up to 3 projects will be accepted</b></p>
	<p><b>Totals: Maximum Points (85)</b></p>		
	<p><b>Minimum Passing Mark (60 points)</b></p>		

**4.1.2 Financial Evaluation**

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Basis of Payment detailed in Annex B.

**4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 85 points.
2. Bids not meeting (choose "(a) or (b) or (c)" OR "(a) or (b) or (c) and (d)") will be declared non-responsive.



3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

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



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

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

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

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

### **5.1 Certifications Required with the Bid**

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

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

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

#### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid 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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

##### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

##### **5.2.3 Additional Certifications Precedent to Contract Award**

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

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death,



sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

### **5.2.3.2 Education and Experience**

#### **5.2.3.2.1 SACC Manual clause [A3010T](#) (2010-08-15) Education and Experience**



## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

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



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

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

### **6.1.2 Contractor's Sites or Premises Requiring Safeguarding Measures**

**6.1.2.1** Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

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

**6.1.2.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

### **6.2 Statement of Work**

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

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

[2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Miriam Britel

Title: Senior Procurement Expert

Crown-Indigenous Relations and Northern Affairs Canada

Materiel and Assets Management Directorate

Address: 10 Wellington Street, Gatineau, QC K1A 0H4

Telephone: 873-355-2463

E-mail address: [Miriam.britel@sac-isc.gc.ca](mailto:Miriam.britel@sac-isc.gc.ca)

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

#### **6.5.2 Project Authority (To Be Determined at Contract Award)**

The Project Authority for the Contract is:





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

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

Crown-Indigenous Relations and Northern Affairs Canada

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

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

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

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

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

**6.5.3 Contractor's Representative (To Be Determined at Contract Award)**

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

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

Organization:

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

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

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

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

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

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, bidders 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 bids is completed, Canada will inform the Bidder 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 bid non-responsive.

**Definitions**

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

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



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

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

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

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

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

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

By providing this information, Bidders agree that the successful Bidder'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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

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

## **6.7 Payment**

### **6.7.1 Basis of Payment**



For the Work described in the Statement of Work in annex "A" : The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$\_\_\_\_\_ (To Be Determined at Contract Award) and Applicable Taxes are extra.

### **6.7.2 Limitation of Expenditure**

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

### **6.7.3 Method of Payment – Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

### **6.7.4 Electronic Payment of Invoices – Contract**

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

- a) Direct Deposit (Domestic and International).

### **6.8 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the monthly progress report.

2. Invoices must be distributed as follows:



- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

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

### **6.10 Applicable Laws**

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

### **6.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions (2022-12-01) Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated \_\_\_\_\_(To Be Determined at Contract Award).

### **6.12 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

### **6.13 Specific Person**

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_(To Be Determined at Contract Award).

### **6.14 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and



- b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



## ANNEX "A"

### STATEMENT OF WORK EXPENDITURE NEEDS ASSESSMENT OF MINISTERIAL AND GOVERNOR-IN-COUNCIL BOARD REMUNERATION RATES

#### 1. SCOPE

##### 1.1. Objective:

Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) requires the services of a Contractor to conduct an expenditure needs assessment of remunerations rates for treaty boards within jurisdiction and provide options and recommendations for new remunerations rates to be used by the Implementation Sector of Crown-Indigenous Relations and Northern Affairs Canada.

##### 1.2. Background:

Boards are arms-length institutions of public governance established under constitutionally-protected land claims agreements. Boards play a unique and integral role in co-managing and collaborating on variety of issues. They oversee and make recommendations and/or decisions over numerous areas, including land-use planning; wildlife management; impact assessment; and land and water permitting. In some cases, these organizations perform similar functions of federal agencies – including, for example, the Impact Assessment Agency of Canada - in land claims settlement areas.

Canada is obligated to fund Board operations, including the remuneration rates paid to members and Chairpersons. Remuneration rates for members and Chairpersons of treaty-based Boards and Institutions of Public Government (Boards) have remained at the same level since 2002. Over the past 20 years, Boards have repeatedly written to the Prime Minister and the Minister responsible for the Crown-Indigenous Relations and Northern Affairs portfolio requesting a review and increase in remuneration.

Remuneration rate authority is split between Ministerial Authority and Governor in Council Authority. However, Ministerial Authority Boards are currently following the Privy Council Office's Remuneration Guidelines. Organizations that are most in need of an increase are land use planning, wildlife management, and renewable resource management Boards.

The Implementation Sector had undertaken a nation-wide review and analysis of the current rates. The review was informed by both qualitative and quantitative data, as well as including engagement with 37 Treaty Boards. Officials undertook consultations with the Executive Directors of Boards nation-wide in the Summer and Fall 2018. Officials also compiled a comparison of Board remuneration to inform the analysis and recommendations.

Remuneration rates for the boards under consideration were last increased in 2002 and the lack of updated rates has contributed to significant operational risks for the continued functioning of



the Boards. It has created relationship risks between the Boards and CIRNAC, as well as between Canada and its treaty partners. Indigenous, provincial, and territorial treaty partners have been supportive of remuneration increases for the Boards, and have criticized Canada for not taking action in the past.

A modernized remuneration rate schedule, reflecting the unique work undertaken by these Boards is intended to mitigate these risks.

## **2. REFERENCE DOCUMENTS**

- [\*The Remuneration Guidelines for part-time Governor in Council Appointees\*](#)
- *Internal documents as needed; Engagement on Honoraria/Remuneration Rates - What We Heard Report*

## **3. REQUIREMENT:**

### **3.1. Scope of Work:**

Implementation Sector of Crown-Indigenous and Northern Affairs Canada requires the Contractor to provide the following services for Ministerial consideration:

1. Conduct an expenditure needs assessment and develop a remuneration schedule unique to treaty-based Boards, recognizing their unique nature established under constitutionally-protected land claims agreements;
  - The expenditure needs assessment must take into account the cost of living in the North and remote communities, the value of traditional knowledge and expertise, comparable rates of remuneration for work of comparable value, attraction and retention of qualified board members, factors related to the participation of beneficiaries as board members and adequately compensate board members for potential loss of income.
  - A Treaty-specific expenditure needs assessment will further acknowledge the unique and significant role played by these organizations within constitutionally-protected modern treaties in driving reconciliation, Indigenous self-determination, and nation-to-nation/Inuit-Crown relationships.
2. Provide two categories of rates to align with the mandates and functions of the Board. There are current categories set out by the [Remuneration Guidelines](#), however, there are inequities between scientific/industrial boards and traditional knowledge boards. Based on the functions of the boards, create guidelines to group and categorize the boards to lessen the remuneration gap and provide rationale for the categories.
  - With development of the expenditure needs assessment, the contractor should consider the difference between scientific boards/traditional knowledge boards, which will support the eventual creation of guidelines to group and categorize boards and appropriate remuneration based on scientific boards/traditional knowledge boards.
  - Lessen the gap between higher and lower remunerated Boards, in accordance with what was heard in consultations.



### **3.2. Tasks:**

The Contractor must undertake all aspects of the expenditure needs assessment, review and recommendation process. The Contractor must work with the designated Implementation Branch, Northern Affairs Organization, Corporate Secretariat employees, and others as identified to ensure that the expenditure needs assessment, review and recommendation process meets all requirements of the Sector. Tasks will include:

#### **1. Preparatory Stage**

- a) The Contractor must begin with a preliminary meeting with the Client to discuss the overall objectives of expenditure needs assessment;
- b) The Contractor must gather relevant historical and publicly available information to support the analysis on the topic (reports, discussion papers, remuneration analysis, etc.) and consider available/on-hand internal documents to utilize for the expenditure needs assessment.
- c) The Contractor must provide, for the Project Authority review and approval, a plan outlining the approach for the expenditure needs assessment, including the timelines and key milestones.

#### **2. Review and Analysis Stage**

- a) The Contractor must review the information; gathered at the preparatory stage;
- b) If needed, the Contractor must request clarification to fully understand the context information;
- c) The Contractor must engage with key Project Authority's staff and potentially Treaty partners, board members or Chairpersons and others as identified to discuss some of the history of the file and information from other reports; and
- d) The Contractor must review non-treaty boards across Canada and compare and analyze remuneration rates to treaty boards.

#### **3. Draft Expenditure Needs Assessment Stage**

- a) The Contractor must prepare and send a draft expenditure needs assessment report for the Project Authority to review and provide comments where needed;
- b) If needed, the Contractor must review and respond to the Project Authority's review of the draft expenditure needs assessment and follow up with questions or concerns.

#### **4. Final Product Stage**

- a) Once all of the above steps have been completed, the Contractor must prepare and provide a final document for the Project Authority.
- b) The Contractor must provide a presentation/deck and brief the Client on the final product and discuss how some of the discoveries or recommendations came to be.
- c) If needed, the Contractor must provide any recommendations on next/other steps.

### **3.3. Deliverables and Acceptance Criteria:**

Contractor's deliverables must include the followings:

- Project Plan as stated at the preparatory stage sub-article;
- A copy of all notes, written or email correspondence from any engagement conducted;
- A copy of any documents or information used for comparable data across Canada;
- Any drafts of the expenditure needs assessment report for review and comments by the Project authority; and
- A final printed copy and digital copy of the Expenditure Needs Assessment report.





**3.4 Constraints:**

**Language Requirements:** English essential.

**Location of the Work:** The work will be undertaken at the contractor's premises

**3.5. Support Provided by Canada:**

Implementation Branch will support the contractor through the following:

- Provide supporting documents to assist the Contractor in assessing and reviewing; and
- Members of the Client's team may be enlisted to assist in answering questions, finding and providing contact information for treaty partners, territorial governments or other federal government departments.

**3.6. Timeframe and Delivery:**

<b>Work tasks</b>
<b>1. Preparatory Stage</b>
Meet with Client to assess needs
The Contractor will gather relevant historical and publicly available information to support the analysis on the topic (reports, discussion papers, remuneration analysis, etc.). The Client will ensure the Contractor has access to relevant internal documents to utilize for the expenditure needs assessment.
Design an outline for Client to review and approve on how the expenditure needs assessment will be completed.
Present the outline to the Client and make necessary amendments to the outline.
<b>2. Review and Analyze Stage</b>
Review information and conduct any follow up needed.
Review non-treaty boards across Canada and compare and analyze remuneration rates to treaty boards.
Invite key Client staff and potentially board members or Chairpersons to individual interviews to discuss some of the history of the file and information from other reports.
<b>3. Draft Expenditure Needs Assessment Stage</b>
Prepare and send draft expenditure needs assessment report for Client.
Review and respond to Clients review of draft expenditure needs assessment.
Second Review – circulate the draft expenditure needs assessment to the client for a second review.
Review and respond to Clients review of draft expenditure needs assessment.
<b>4. Final Product Stage</b>
Prepare document for Client
Provide Presentation/Deck and brief Client on Final Product.



**ANNEX "B"**

**BASIS OF PAYMENT**

Description	All-inclusive fixed Per-Diem Rate	Number of Days (estimated)	Total
	A	B	C = A x B
<b>Period – From Contract Award to March 31, 2024</b>			
Senior Compensation Consultant		52 days	
<b>Total (Applicable Taxes Excluded)</b>			

**Definition of a Day/Proration**

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 7.5 \text{ hours.}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Contract Number / Numéro du contrat 1000248903 Security Classification / Classification de sécurité Unclassified
---

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

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE	
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région Implementation Sector - Treaty Management West	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type : RFP
3. Brief Description of Work / Brève description du travail Expenditure needs assessment of ministerial and governor-in-council board remuneration rates	
4. Contract Amount / Montant du contrat Under 75,000.00 \$	6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :
5. Contract Start and End date / Date de début et de fin du contrat ASAP to / au 2023-07-31	
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'AANDNC?	<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 type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)	
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)	
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS	
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?	
	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?	
	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties?	
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 type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDNC (VPN, Citrix) :	<input type="checkbox"/> No / Non <input checked="" 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* ?	
	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone)/ Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécopieur sécuritaire)	



10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	Please refer to question / Veuillez vous référer à la question	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉE		
		A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
Information / Assets / Renseignements/Biens	7,1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information / Assets (off site) / Renseignements/Biens (extérieur)	8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information / Assets (off site) / Renseignements/Biens TI (extérieur)	9,1	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
IT Transmission – other / Transmission TI – autre	9,2 b)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
Remote Access to Network / Connexion à distance au réseau	9,2 c)	<input checked="" type="checkbox"/>	<input checked="" 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:  N/A / Non requis  Reliability/ Fiabilité  Confidential/ Confidentiel  Secret  Top Secret/ Très secret

11.2 May unscreened personnel be used for portions of work?  No / Non  Yes / Oui  N/A / Non requis

12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?



Contract Number / Numéro du contrat  
1000248903  
Security Classification / Classification de sécurité  
Unclassified

PART D – AUTHORIZATION / PARTIE D – AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme  
Name (print) – Nom (en lettres moulées): Patrick Barthold | Title - Titre: Director, Treaty Management West | Signature: *vanHuystee, Monica* | Digitally signed by vanHuystee, Monica | Date: 2022.12.28 12:25:28 -0500

14. Organization Security Authority / Responsable de la sécurité de l'organisme  
Name (print) – Nom (en lettres moulées): Jasmin Gauthier | Title - Titre: Contract Security Officer | Signature: *Gauthier, Jasmin D* | Digitally signed by Gauthier, Jasmin D | Date: 2023.01.18 10:36:04 -0500

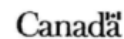
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  No / Non  Yes / Oui

16. Procurement Officer / Agent d'approvisionnement  
Name (print) – Nom (en lettres moulées): Miriam Britel | Title - Titre: Senior Procurement Expert | Signature: *britel, miriam* | Digitally signed by britel, miriam | Date: 2023-01-10 09:01:31

17. Contracting Security Authority / Autorité contractante en matière de sécurité  
Name (print) – Nom (en lettres moulées): Marc-André Trottier | Title - Titre: Contract Security Officer | Signature: *trottier, marcandre* | Digitally signed by trottier, marcandre | Date: 2023.01.20 08:19:56 -0500

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
Unclassified





### Security Requirements Agreement

Company name: \_\_\_\_\_  
Request for proposal: 1000248903  
Contract: \_\_\_\_\_

#### 1. Physical Security Transportation and Safeguard Requirements

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

##### 1.1 Physical Safeguards:

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

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

#### **Definitions:**

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

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

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

#### 1.2 **Transportation**

##### 1.2.1 Transportation of Paper Records:

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

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

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.



- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

### 1.2.3 Discussion:

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

## 2. IT Security Requirements

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

### 2.1 Electronic Storage

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

### 2.2 Electronic Possession, Transportation and Processing

When there is a requirement for the contractor to transport, process or electronically store departmental information, the contractor must ensure that the data remains secure at all times no matter what level of confidentiality the information is by adhering to the following requirements:

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006>  
Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.



2.3 Electronic Transmission of Departmental Data

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with CIRNAC/ISC's personnel. The use of electronic transmission methods other than those listed below is prohibited.

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password; and</li> <li>• Email server communication is protected with TLS encryption.</li> </ul>
	Fax	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The sending fax machine is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advise recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>
	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> </ul> </li> </ul>



		<ul style="list-style-type: none"> <li>• Have at least one allowed special character</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> <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 and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> <li>• Must be 12 characters or longer;</li> <li>• Have at least one upper case character;</li> </ul> </li> </ul>





		<ul style="list-style-type: none"> <li>• Have at least one lower case character;</li> <li>• Have at least one numeric character; and</li> <li>• Have at least one allowed special character</li> </ul>
	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>•</li> <li>• The sending fax machines is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advises recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>

2.4 **Remote Connectivity to the Department's Network If yes at (9.2c)/(11.e) in SRCL**

The contractor requires remote access to the Department's network and IT Systems. Remote access is to be configured in the following manner:

- A unique identifier and password is assigned to each user and is used to authenticate the user to the network; and
- The Citrix Portal <https://pa-ap.aadnc-aandc.gc.ca> is used.

Note: The department has Certified and Accredited its remote connectivity services for access to and/or transmission of information up to Protected B. CIRNAC/ISC accepts any residual risk for their use during the contract. Therefore, an IT inspection by CIRNAC/ISC to verify remote access services is not required.

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

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

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

Contractor:

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

SIGNATURE: \_\_\_\_\_

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

CIRNAC/ISC Project Authority:

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

SIGNATURE: \_\_\_\_\_

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