

REQUEST FOR STANDING OFFER (RFSO)
FOR THE REQUIREMENT OF
STREAM 1: FACILITATION SERVICES; AND
STREAM 2: POLICY DEVELOPMENT (WRITER)
FOR INDIGENOUS ENGAGEMENT
FOR
CANADIAN ENVIRONMENTAL ASSESSMENT AGENCY (“CEAA” or “THE AGENCY”)

File No. DISO-CEAA-402083

CLOSING DATE: September 4, 2019 AT 2PM EDT

BIDS TO BE SUBMITTED TO:
BID RECEIVING UNIT - CEAA

ATTN - STANDING OFFER AUTHORITY/CONTRACTING AUTHORITY
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TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Security Requirement
4. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Former Public Servant
4. Enquiries - Request for Standing Offers
5. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

PART 6 – SECURITY AND INSURANCE REQUIREMENTS

1. Security Requirement
2. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Bi-Annual Refresh Option
6. Authorities
7. Proactive Disclosure of Contracts with Former Public Servants
8. Identified Users
9. Call-up Procedures
10. Call-up Instrument
11. Limitation of Call-ups
12. Priority of Documents
13. Certifications
14. Applicable Laws
15. Intellectual Property

B. RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. Invoicing Instructions
7. Insurance

List of Annexes:

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - Certifications

PART 1 - GENERAL INFORMATION

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: includes the certifications 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. |

List of Annexes:

- | | |
|-----------|-------------------|
| Annex A - | Statement of Work |
| Annex B - | Basis of Payment |
| Annex C - | Certifications |

2. SUMMARY

Facilitation Services and Policy Development (Writer) for Indigenous Engagement.

3. SECURITY REQUIREMENT

No security clearance is required for this work.

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

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) (SACC: <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 SACC ID 2006 2019-03-04 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: One Hundred Twenty (120) days

2. SUBMISSION OF OFFERS

Offers **MUST** be submitted only to the attention of the Contracting Authority by the date, time and place indicated on page 1 of this Request for Standing Offer.

Due to the nature of this Request for Standing Offer, transmission of offers by facsimile will **NOT** be accepted.

3. FORMER PUBLIC SERVANT

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

4. ENQUIRIES - REQUEST FOR STANDING OFFERS

All enquiries must be submitted in writing to the Standing Offer Authority no later than Three (3) 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 CEAA 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 CEAA determines that the enquiry is not of a proprietary nature. CEAA may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by CEAA.

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

1. OFFER PREPARATION INSTRUCTIONS

Electronic Bids

CEAA requests that Bidders provide their offer in electronic format (e-mail). The Technical Offer, Financial Offer and Certifications must be in **SEPARATE PDF FILES**. Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer. Offers may be sent to the following e-mail address: **ceaa.procurement-provisionnement.acee@canada.ca**

The maximum size per email (including attachments) is limited to **10MB**. If the limit is exceeded, your email might not be received by CEAA. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for CEAA to receive the proposal by the closing period indicated in this RFSO.

For bids transmitted by e-mail, CEAA will not be responsible for any failure attributable to the transmission or receipt of the email bid. CEAA will send a confirmation email to the Bidder when the submission is received.

2. SECTION I: TECHNICAL OFFER

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

3. SECTION II: FINANCIAL OFFER

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

3.2 Bidders **MUST** submit their financial bid in Canadian funds. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) **MUST** be shown separately, as applicable.

3.3 Bidders **MUST** submit their prices FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.

3.4 Bidders **MUST** include the following information in their financial bid:

3.4.1 Their legal name;

3.4.2 Their Procurement Business Number (PBN); and

3.4.3 The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Offeror to enter into communications with CEAA with regards to:

- Their Offer; and
- Any contract that may result from their bid.

3.5 Payment by Credit Card

CEAA requests that Offerors complete one of the following:

THE OFFEROR WILL ACCEPT CREDIT CARDS

(a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

THE OFFEROR WILL NOT ACCEPT CREDIT CARDS

(b) () Government of Canada Acquisition Cards (credit cards) will **NOT** be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will **NOT** be considered as an evaluation criterion.

4. SECTION III: CERTIFICATIONS

Offerors must submit the certifications required under Part 5 and under Annex "C" herein.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CEAA will evaluate the offers.

1.1 Mandatory Technical Criteria

At bid closing, the Bidder must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance. Any proposal failing to meet the following Mandatory Requirements will be deemed non-responsive and will be given no further consideration. Each requirement should be addressed separately.

The bidder **MUST** submit a signed Offer to provide services to the CEAA. In the event of an offer submitted by a joint venture, the offer shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture.

Dates are calculated from the date of bid closing. Each Proposed Resource will be evaluated separately.

STREAM 1 - FACILITATION SERVICES

	Evaluation Criteria	Met/Not Met	Cross Reference to proposal
M1	The Bidder MUST demonstrate that at least one of the bidder's Proposed Resource(s) has a minimum of five (5) years of experience facilitating workshops or meetings with Indigenous peoples in Canada. The Bidder MUST provide a curriculum vitae (cv) for each Proposed Resource named in their proposal.		

	Evaluation Criteria	Met/Not Met	Cross Reference to proposal
M2	<p>The Bidder MUST demonstrate that at least one of the bidder's Proposed Resource(s) has experience facilitating a minimum of ten (10) workshops or meetings with Indigenous peoples in Canada within the last five (5) years.</p> <p>Each workshop or meeting MUST have had a duration of at least a ½ day. The Bidder MUST provide the following information as a project summary for each cited workshop or meeting:</p> <ul style="list-style-type: none"> • Project description including role played by Proposed Resource; • Project timeline - start and end dates; • Name of client organization; and • Client contact name, phone number and email address. 		

	Evaluation Criteria	Met/Not Met	Cross Reference to proposal
M3	<p>PROPOSED RESOURCE – LANGUAGE</p> <p>The Proposed Resource MUST be fluent in English (speaking, reading and writing comprehension).</p>		

	Evaluation Criteria	Met/Not Met	Cross Reference to proposal
M4	<p>PROPOSED RESOURCE – FRENCH LANGUAGE</p> <p>Should the Bidder submit a Proposed Resource who will provide services in French, the Proposed Resource MUST be bilingual (fluent (speaking, reading and writing comprehension) in both official languages of Canada – English and French).</p> <p>NOTE – THIS MANDATORY REQUIREMENT (M4) ONLY APPLIES IF THE BIDDER IS SUBMITTING A PROPOSED RESOURCE WHO WILL PROVIDE SERVICES IN FRENCH. OTHERWISE, A RESPONSE TO M4 IS NOT REQUIRED.</p>		

STREAM 2 - POLICY DEVELOPMENT (WRITER)

	Evaluation Criteria	Met/Not Met	Cross Reference to proposal
M1	<p>The Bidder MUST demonstrate that at least one of the bidder's Proposed Resource(s) has a minimum of five (5) years of relevant ** experience working in policy development. The Bidder MUST provide a curriculum vitae (cv) for each Proposed Resource named in their proposal.</p> <p>** Relevant experience is in providing research, analysis and advice in relation to impact assessment and the unique rights, interests and circumstances of the First Nations, the Métis Nation and/or Inuit in Canada. Related to one or more of: health, social, economic and cultural impacts; Indigenous knowledge; resource development; environmental monitoring; Crown-Indigenous relations and reconciliation; and, best practices for Indigenous participation, collaboration, and partnership.</p>		

	Evaluation Criteria	Met/Not Met	Cross Reference to proposal
M2	<p>The Bidder MUST demonstrate, using project summaries, that each Proposed Resource has the ability to deliver high quality policy writing.</p> <p>For each Proposed Resource, the Bidder MUST provide a project summary with examples of a minimum of two (2) policy reports or discussion papers that the Proposed Resource has authored.</p> <p>Each Project Summary MUST demonstrate the following:</p> <ul style="list-style-type: none"> • Quality of writing, correct grammar, style and formatting; • Ability to communicate ideas in a concise, clear and convincing way; • Ability to reflect multiple points of view leading to convincing recommendations; • Ability to explain complex issues from divergent points of view, including theoretical background and practical implications; and • Ability to use plain language so that non-experts will understand the essence of the policy. <p>The Bidder MUST provide the following information as a</p>		

	Evaluation Criteria	Met/Not Met	Cross Reference to proposal
	project summary for each cited workshop or meeting: <ul style="list-style-type: none"> • Project description including role played by Proposed Resource; • Project timeline - start and end dates; • Name of client organization; and • Client contact name, phone number and email address. 		

	Evaluation Criteria	Met/Not Met	Cross Reference to proposal
M3	PROPOSED RESOURCE – LANGUAGE The Proposed Resource MUST be fluent in English (speaking, reading and writing comprehension).		

	Evaluation Criteria	Met/Not Met	Cross Reference to proposal
M4	PROPOSED RESOURCE – FRENCH LANGUAGE Should the Bidder submit a Proposed Resource who will provide services in French, the Proposed Resource MUST be bilingual (fluent (speaking, reading and writing comprehension) in both official languages of Canada – English and French). NOTE – THIS MANDATORY REQUIREMENT (M4) ONLY APPLIES IF THE BIDDER IS SUBMITTING A PROPOSED RESOURCE WHO WILL PROVIDE SERVICES IN FRENCH. OTHERWISE, A RESPONSE TO M4 IS NOT REQUIRED.		

1.2 Point-Rated Technical Criteria (No minimum)**STREAM 1 – FACILITATION SERVICES**

	Point-Rated Technical Criteria	Points	Cross-Reference to Proposal
R1	<p>Further to the Bidder's response under M1, the Proposed Resource's experience will be subject to point rating.</p> <p>Points Allocation: At least 5 years of experience (M1 minimum) – 0 points 5-10 years of experience – 15 points 10+ years of experience – 20 points</p>	/20	
	Total Points (No Minimum)	/20	

STREAM 2 - POLICY DEVELOPMENT (WRITER)

	Point-Rated Technical Criteria	Points	Cross-Reference to Proposal
R1	<p>Further to the Bidder's response under M2, the Bidder's project summaries will be subject to point rating.</p> <p>Basis of Evaluation:</p> <ul style="list-style-type: none"> • Quality of writing, correct grammar, style and formatting; • Ability to communicate ideas in a concise, clear and convincing way; • Ability to reflect multiple points of view leading to convincing recommendations; • Ability to explain complex issues from divergent points of view, including theoretical background and practical implications; and • Ability to use plain language so that non-experts will understand the essence of the policy. <p>Points Allocation:</p> <p>Details provided regarding the Bidder's experience appear comprehensive and are relevant to the current requirement (as demonstrated in the Statement of Work herein). – 30 points</p> <p>Details provided regarding the Bidder's experience are somewhat comprehensive and are somewhat relevant to the current requirement (as demonstrated in the Statement of Work herein). – 15 points</p> <p>Details provided regarding the Bidder's experience are incomplete and are not relevant to the current requirement (as demonstrated in the Statement of Work herein). – 0 points</p>	/30	
	Total Points (No Minimum)	/30	

1.3 Financial Evaluation

1.3.1 For bid evaluation and contractor(s) selection purposes only, the financial pricing of legal services under any resulting Standing Offer Agreement will be determined in accordance with the Pricing Schedule detailed in Annex “B” – Basis of Payment.

2. BASIS OF SELECTION

2.1 An offer **MUST** comply with the requirements of the Request for Standing Offer to be considered responsive. A responsive offer includes both the technical offer and the financial offer. All responsive offers that meet all the mandatory technical evaluation criteria and have submitted a financial offer will be recommended for issuance of a Standing Offer Agreement.

2.2 Offerors should note that all Standing Offer Agreements are subject to CEAA’s internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Offeror may have been recommended for the issuance of a Standing Offer Agreement, there is no guarantee of work under any resulting Standing Offer Agreement. A Call-up Against the Standing Offer (contract) will only be awarded if internal approval is granted according to CEAA’s internal policies. If approval is not granted, no contract will be awarded.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by Offerors to CEAA are subject to verification by CEAA at all times. CEAA will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

1. MANDATORY CERTIFICATIONS REQUIRED PRECEDENT TO ISSUANCE OF A STANDING OFFER

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist CEAA in confirming that the certifications are true.

2. ADDITIONAL CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER

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

2.1 Canadian Content Certification

2.1.1 *SACC Manual* clause A3050T 2018-12-06 Canadian Content Definition is hereby incorporated by reference and forms part of this RFSO.

2.2 Status and Availability of Resources

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

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

2.2 Aboriginal Suppliers

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see [Annex 9.4](#) of the *Supply Manual*.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the [Canadian Free Trade Agreement](#) (CFTA), CFTA does not apply to this procurement.

PART 6 – SECURITY AND INSURANCE REQUIREMENTS

1. SECURITY REQUIREMENT

No security clearance is required for this work.

2. INSURANCE REQUIREMENTS

The Offeror is responsible for deciding if insurance coverage is necessary to fulfill its obligation under any resulting Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under any resulting Contract.

PART 7 - STANDING OFFER AND RESULTING CALL-UP AGAINST THE STANDING OFFER CLAUSES

A. STANDING OFFER

1. OFFER

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

2. SECURITY REQUIREMENT

No security clearance is required for this work.

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.

3.1 General Conditions

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

4. TERM OF STANDING OFFER

4.1 Initial Period of the Standing Offer

The Initial Period for making call-ups and providing services against the Standing Offer is from the date of the Standing Offer Agreement issuance to June 30, 2021, inclusive.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the Initial SOA Period, the Offeror offers to extend its offer for up to two (2) additional 12-month Option Periods (Option Period 1 - from July 1, 2021 to June 30, 2022 and Option Period 2 - July 1, 2022 to June 30, 2023), should it be deemed necessary. Such Option Periods shall be under the same conditions and at the rates or prices specified in the Standing Offer Agreement (SOA).

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 at least **30** days before the expiry date of the Standing Offer. An amendment to the Standing Offer will be issued by the Standing Offer Authority.

5. BI-ANNUAL REFRESH OPTION

5.1 CEAA may issue a Bi-Annual Refresh Option for services under this Request for Standing Offers (RFSO) at its sole and absolute discretion.

The Refresh Option will solicit:

- New bidders to become Suppliers under this Standing Offer Method of Supply.

Existing Standing Offer Agreement (SOA) holders at the time of the Refresh Option period will not be required to re-qualify for a SOA.

5.2 Annual Refresh Option Notices

CEAA will release a Notice on Buyandsell.gc.ca of the Refresh Option should it exercise the Refresh Option at its sole and absolute discretion.

6. AUTHORITIES

6.1 Standing Offer Authority

The Standing Offer Authority is:

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.

6.2 Project Authority

The Project Authority for the Standing Offer is:

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.3 Offeror's Representative

TBD

7. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

8. IDENTIFIED USERS

The Identified User authorized to make call-ups against the Standing Offer is: CEAA.

9. CALL-UP PROCEDURES

9.1 Call-up Issuance

The Standing Offer Authority intends to issue multiple Standing Offer Agreements (SOA) under this solicitation. Call-ups shall be issued at the sole and absolute discretion of the Standing Offer Authority and will be assigned based on **any** of the following criteria:

- Geography within Canada;
- Language requirements;

- Cost;
- Supplier availability;
- The skillset of the supplier resource;
- Preference for an Indigenous supplier; and
- Specific Indigenous groups' requirement.

10. CALL-UP INSTRUMENT

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer* or an electronic version.

11. LIMITATION OF CALL-UPS

Individual call-ups against the Standing Offer must not exceed **\$100,000.00** (Applicable Taxes included).

12. PRIORITY OF DOCUMENTS

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

- a) The call up against the Standing Offer, including any annexes;
- b) The articles of the Standing Offer;
- c) The general conditions 2005 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, Certifications; and
- g) The Offeror's bid dated _____.

13. CERTIFICATIONS

13.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by CEAA during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, CEAA has the right to terminate any resulting contract for default and set aside the Standing Offer.

13.2 SACC Manual Clauses

13.2.1 Status and Availability of Resources

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, CEAA may set aside the standing offer.

13.2.2 Canadian Content Certification

The Offeror warrants that the certification of Canadian Content submitted by the Offeror is accurate and complete, and that the goods, services or both to be provided under any call-ups against the Standing Offer are in accordance with the definition contained in clause [A3050T](#).

The Offeror must keep proper records and documentation relating to the origin of the goods, services or both provided to CEAA. The Offeror must not, without obtaining before the written consent of the Standing Offer Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Standing Offer, or until settlement of all outstanding claims and disputes under the Standing Offer, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of CEAA, who may make copies and take extracts. The Offeror must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of CEAA may from time to time require with respect to such records and documentation.

Nothing in this clause must be interpreted as limiting the rights and remedies which CEAA may otherwise have pursuant any contract resulting from the Standing Offer.

14. APPLICABLE LAWS

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

15. INTELLECTUAL PROPERTY

The Canadian Environmental Assessment Agency has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*:

- Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:
 - 4.1 To generate knowledge and information for public dissemination.

B. RESULTING CONTRACT CLAUSES

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

1. STATEMENT OF WORK

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

2. STANDARD CLAUSES AND CONDITIONS**2.1 General Conditions**

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

Section _____ (*insert section number*) Interest on Overdue Accounts, of _____ (*insert the number, date and title of applicable general conditions*) will not apply to payments made by credit cards.

3. TERM OF CONTRACT**3.1 Period of the Contract**

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

4. Proactive Disclosure of Contracts with Former Public Servants

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

5. PAYMENT**5.1 Basis of Payment**

Will be identified in the Call-up as per Annex "B"

5.2 Limitation of Expenditure

5.2.1 The Government of Canada's total liability to the Contractor under the Contract, inclusive of any amendments, must not exceed the total contract value. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

5.2.2 No increase in the total liability of The Government 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 the Government of Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Contract expiry date, or

- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

5.2.3 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 its liability.

5.3 Terms of Payment – Monthly Payments

CEAA 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 CEAA;
- c. the Work performed has been accepted by CEAA.

5.4 Payment by Credit Card

(Use this clause if only one credit card is accepted)

The following credit card is accepted: _____.

OR

(Use this clause if more than one credit card are accepted)

The following credit cards are accepted: _____ and _____.

6. INVOICING INSTRUCTIONS

6.1 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.

6.2 Invoices must be distributed as follows:

6.2.1 The original and one (1) copy must be forwarded to the following address for certification and payment. Invoices issued to the attention of:

7. INSURANCE

The Offeror is responsible for deciding if insurance coverage is necessary to fulfill its obligation under any resulting Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under any resulting Contract.

ANNEX "A"

STATEMENT OF WORK

1. TITLE

Facilitation Services and Policy Development (Writer) for Indigenous Engagement.

2. BACKGROUND

The Agency is the lead agency responsible for implementing the provisions of *the Impact Assessment Act (IAA)*, which will require that proponents of major projects complete a holistic impact assessment (IA). Factors that must be considered include any impacts the project may have on Indigenous peoples and their rights. The IA must also take into account Indigenous knowledge, considerations related to the culture of Indigenous peoples, and the intersection of all factors with sex/gender. The Agency will develop policies, guidance and tools to support the implementation of the IAA.

The Agency is undertaking a collaborative approach to the development of policies with Indigenous Peoples on four policy themes: Participation in Impact Assessment; Indigenous Cooperation and Collaborative Approaches; Assessment of Impacts on Indigenous Peoples and Their Rights; and, Indigenous knowledge. The Agency is engaging Indigenous groups on this policy development. This includes inviting Indigenous organizations to host technical workshops and focus groups to discuss with Indigenous groups on these themes. In addition, open calls, online comment periods and meetings will be held to seek input. Discussion papers resulting from the Agency's policy engagement will inform the development of draft policy and guidance for the implementation of the IAA. The Agency is also engaging Indigenous groups for specific impact assessments of designated projects and may require facilitation services for those engagements as well.

Also, the Agency has established an Indigenous Advisory Committee who will be advising and participating in this policy dialogue; in addition to feedback from workshops and focus groups, the contractor will be interacting with this committee and incorporating their feedback into the products developed.

Regarding Indigenous knowledge, the Interdepartmental Task Team on the Environmental and Regulatory Reviews will be conducting engagement on Indigenous knowledge towards the development of a policy framework for summer 2019; that work is separate from this contract. The contractor will need to take the documents developed by the task team and use them to inform our engagement and the drafting of documents specific to consideration of Indigenous knowledge in the IAA.

3. OBJECTIVE

The purpose of the work includes the following two (2) streams:

3.1 STREAM 1 – FACILITATION SERVICES

To facilitate engagement sessions such as workshops with Indigenous groups across Canada on the collaborative development of policies to support the implementation of the IAA. Also, engagements for impact assessments of designated projects. This includes provide notes from each engagement session.

3.2 STREAM 2 - POLICY DEVELOPMENT (WRITER)

To draft discussion papers based on feedback received from Indigenous peoples, for CEAA to use in future engagement and policy development.

4. SCOPE OF WORK

The Agency will provide a review of the engagement and consultation to date which the contractor(s) will use to inform the workshop planning and development of products.

The contractor must perform the following tasks in accordance with the deliverables schedule outlined in section 6. Note that all tasks, deliverables and due dates are subject to change depending upon the needs of the Agency on an as and when required basis. If the Agency finds, based on feedback from Indigenous groups, the Indigenous Advisory Committee or others, that the deliverables need to be altered, the Agency will advise the contractor

4.1 STREAM 1:

Facilitation - the contractor will facilitate face-to-face engagement with Indigenous groups, through workshops, focus groups and meetings.

Meeting Notes - the contractor will maintain accurate meeting notes and records of workshops. These notes will focus particularly with who said what and all action items that may arise.

4.2 STREAM 2:

Policy papers - the contractor will produce policy papers that will synthesize the key guidance and approaches discussed at each workshop, about each of the four themes.

Discussion papers - the contractor will prepare materials to facilitate discussions in workshops with Indigenous groups.

5. TASKS

5.1 STREAM 1:

- Familiarize themselves with the Agency's engagement with Indigenous groups across Canada
- Planning workshop structures and content with the Agency
- Help organize and participate in Government of Canada discussions to inform both the workshop development and the discussion papers (as needed)
- Facilitate workshops with Indigenous groups across Canada on the four primary themes;
 - Indigenous cooperation and collaboration approaches
 - Indigenous Knowledge
 - Assessment of Impacts on Indigenous peoples and their rights
 - Participation in Impact Assessment
- Facilitate workshops, meetings or other engagements with Indigenous groups for impact assessments of designated projects
- Communicate regularly and clearly with the Agency in a way which ensures transparency and that objectives are met.
- Maintaining detailed accounts of meetings and liaisons with Indigenous groups and representatives

5.2 STREAM 2:

- Take the feedback and notes from Indigenous engagements as well as other input from the Agency to create papers summarizing key findings for the Indigenous Policy Division of External Relations and Strategic Policy Sector. These discussion papers will be high quality policy reports which the Agency will then use in the development of full policies on the four primary themes.

6. STANDING OFFER PERIOD**6.1 Initial Period of the Standing Offer**

The Initial Period for making call-ups and providing services against the Standing Offer is from the date of the Standing Offer Agreement issuance to June 30, 2021, inclusive.

6.2 Extension (Option Period) of Standing Offer

If the Standing Offer is authorized for use beyond the Initial SOA Period, the Offeror offers to extend its offer for up to two (2) additional 12-month Option Periods (Option Period 1 - from July 1, 2021 to June 30, 2022 and Option Period 2 - July 1, 2022 to June 30, 2023), should it be deemed necessary. Such Option Periods shall be under the same conditions and at the rates or prices specified in the Standing Offer Agreement (SOA).

7. DELIVERABLES**7.1 STREAM 1 – FACILITATION SERVICES**

	Deliverable	Content	Format
1	Meetings	The contractor will meet with the Agency throughout this contract to discuss approaches, responsibilities for hosting the workshops, plan engagement, discuss draft documents and to check in on the progress of the work	Teleconference or in person meetings
2	Material review	The contractor will review previous engagement topics and policy documents related to the impact assessment act and the four policy themes in order to contribute to developing agendas, presentations and other materials for workshops and other engagement sessions	Variety of formats such as: Word documents, PDFs, power point presentations, posters, pamphlets, USB drives, etc.
3	Facilitating focus groups	Working with Indigenous Policy Division to organize focus groups related to topics such as impacts to Indigenous rights and participation of Indigenous peoples in impact assessment. Facilitating the dialogue to keep it productive and the meeting on track with the agenda, listening and taking notes. The notes are to be provided to the Agency one week after each workshop. The Agency will request revisions to the notes if necessary.	focus groups, in various locations in Canada
4	Facilitating workshops or other meetings /	Working with the Agency to organize workshops, facilitating the days to keep the dialogue productive and the day on track with the agenda, listening, taking meeting notes. The notes are to be provided to the Agency one week after each	Workshops on average 1 day long each. Meetings or other engagements

	Deliverable	Content	Format
	engagement sessions	workshop. The Agency will request revisions to the notes if necessary.	will vary in length. small presentations, notes in Word format

7.2 STREAM 2 - POLICY DEVELOPMENT (WRITER)

	Deliverable	Content	Format
1	Drafting discussion papers	Based upon the discussions from workshops the contractor will develop one paper for each of the themes discussed at the workshops. These discussion papers will provide views, analysis and policy options for high quality policy development on the four themes. Drafts will be provided to the Agency three weeks before the final products are due, and the Agency will provide feedback within seven business days.	Word documents
2	Further engagement products	The contractor will create engagement products to present to Indigenous groups. These will either be new visual products and summaries for the themes not discussed at the first round of workshops, or products building upon the themes already discussed to lead towards full policy development. Drafts will be provided to the Agency two weeks before the final products are due, and the Agency will provide feedback within ten business days.	
3	Policy papers	The contractor will develop policy papers based on focus groups, meetings and workshops. These discussion papers will provide views, analysis and policy options for high quality policy development. Drafts will be provided to the Agency one month before the final products are due, and the Agency will provide feedback within ten business days.	

8. REPORTING REQUIREMENTS

The Contractor will provide monthly status reports on ongoing work files as required by the Project Authority. Additional reporting requirements may be requested from time to time by CEAA and will be determined by the Project Authority.

The Contractor shall be responsible for facilitating and maintaining communication with the Project Authority regarding the progress of any work completed under any Call-up(s) under the SOA.

Upon request from the Project Authority, the Contractor shall provide ad hoc written or oral status updates relating to any work in progress under any Call-up.

In addition, the Contractor shall immediately notify the Project Authority of any issues, problems, or areas of concern that could adversely affect the ability of the Contractor to complete the work specified under any Call-up.

9. CONTRACTOR RESPONSIBILITIES

The management by the Contractor of services delivered to CEAA in relation to the Standing Offer Agreement (SOA) shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, policies and procedures.

It is the responsibility of the Contractor to, at all times, conduct itself and to ensure the performance of its Resources in accordance with the terms and conditions of the SOA and any resulting Call-up, and in accordance with the Code of Conduct for Procurement

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

The contractor will engage with Agency staff and Indigenous participants in a respectful and professional manner, including timely response to correspondence. Where possible, the contractor will notify the Agency project lead of any potential delays to deliverables a minimum of one week in advance of the deadline agreed upon with the Agency staff.

The Contractor shall ensure that all of its deployed personnel are properly trained and equipped to fulfill their responsibilities.

The Contractor shall supply all of its own tools, facilities, equipment, and software required for completion of the work, unless otherwise directed by the Standing Offer Authority. The Contractor shall provide for its own means of communication with the Department, as e-mail will not be provided by CEAA.

10. CONTRACTOR RESOURCE REQUIREMENTS

The Contractor shall provide a team of deployed personnel to work on any and all key activities under any Call-up(s) under the SOA.

11. METHOD AND SOURCE OF ACCEPTANCE

All deliverables and services rendered under any resulting Call-up Against a Standing Offer (contract) are subject to inspection by the Standing Offer Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory or require further correction before payment will be authorized.

12. SECURITY REQUIREMENTS

No security clearance is required for this work.

13. INSURANCE REQUIREMENTS

It shall be the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under any resulting Call-up Against a Standing Offer (contract) and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Contractor at its own expense.

Any insurance secured is to the benefit and protection of the Contractor and shall not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provision of the Contract.

14. LANGUAGE REQUIREMENTS:

While the Contractor resources must be fluent, both written and verbal, in English, for CEAA requirements that require French language communication, Contractor resources must be fluent in French (speaking, reading and writing comprehension).

All communication and deliverables must be provided in English or French, depending upon the official language used by the Indigenous organization hosting the relevant workshop or focus group. The Agency will provide translation of key documents.

15. CEAA RESPONSIBILITIES AND SUPPORT

CEAA will provide:

- Access to all relevant policies, guidelines, and standards in which the work requires;
- Access to all relevant systems, technical, and/or environmental documentation specific to the work required;
- Access to previous documentation, guides, etc... as they relate to the scope of this work; and
- Access to personnel for interviews that are relevant to the scope of this work.

16. APPLICABLE DOCUMENTS

The following documents will be provided by the Agency to the Contractor:

- The IAA
- Tracking table of comments received during EA review and recent engagements
- Reference documents on policy themes

17. RELEVANT TERMS AND ACRONYMS

IAA Impact Assessment Act

IA Impact Assessment

The Agency Canadian Environmental Assessment Agency (CEAA)

18. CHANGE MANAGEMENT

The protocol for changes to the required work, including unforeseen but related additional requirements, is as follows:

- Any changes to the required work as outlined in this Statement of Work must be agreed to in writing by both parties (the Agency and the Contractor).

ANNEX "B" BASIS OF PAYMENT

1. PER DIEM RATES

The Offeror should complete this pricing schedule and include it in its financial bid. As a minimum, the Offeror **MUST** respond to this pricing schedule by inserting in its financial bid for **EACH** of the periods specified herein its quoted firm **ALL-INCLUSIVE PER DIEM RATE** (in \$CDN) for **EACH** Proposed Resource identified.

2. TRAVEL COSTS

The Contractor or any approved subcontractor 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 Appendices B, C and D of the **National Joint Council Travel Directive** and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

National Joint Council Travel Directive

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

4. INITIAL STANDING OFFER PERIOD – TO JUNE 30, 2021

STREAM 1 - FACILITATION SERVICES		
	Name of resource	FIRM ALL-INCLUSIVE PER DIEM RATE (in \$CDN)
1.1	PROPOSED RESOURCE(S)	
	_____	\$ _____
	(Name)	

	(Name)	

STREAM 2 - POLICY DEVELOPMENT		
	Name of resource	FIRM ALL-INCLUSIVE PER DIEM RATE (in \$CDN)
1.2	PROPOSED RESOURCE(S)	
	_____	\$ _____
	(Name)	

	(Name)	

5. OPTION PERIOD 1 – JULY 1, 2021 TO JUNE 30, 2022

STREAM 1 - FACILITATION SERVICES		
	Name of resource	FIRM ALL-INCLUSIVE PER DIEM RATE (in \$CDN)
2.1	PROPOSED RESOURCE(S)	

	(Name)	\$ _____

	(Name)	

STREAM 2 - POLICY DEVELOPMENT		
	Name of resource	FIRM ALL-INCLUSIVE PER DIEM RATE (in \$CDN)
2.2	PROPOSED RESOURCE(S)	

	(Name)	\$ _____

	(Name)	

6. OPTION PERIOD 2 – JULY 1, 2022 TO JUNE 30, 2023

STREAM 1 - FACILITATION SERVICES		
	Name of resource	FIRM ALL-INCLUSIVE PER DIEM RATE (in \$CDN)
3.1	PROPOSED RESOURCE(S)	

	(Name)	\$ _____

	(Name)	

STREAM 2 - POLICY DEVELOPMENT		
	Name of resource	FIRM ALL-INCLUSIVE PER DIEM RATE (in \$CDN)
3.2	PROPOSED RESOURCE(S)	

	(Name)	\$ _____

	(Name)	

ANNEX "C" CERTIFICATIONS

1.1 FORMER PUBLIC SERVANTS CERTIFICATION

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made up 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 Public Service.

"Pension" means a pension payable pursuant to the *Public Service Superannuation Act, R.S., 1985, c. P-36* as indexed pursuant to the *Supplementary Retirement Benefits Act, R.S., 1985, c. S-24*.

Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Offeror must provide the following information:

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

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Offeror certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature of Authorized Representative

Date

1.2 CANADIAN CONTENT CERTIFICATION

1.2.1 Canadian Content Definition - SACC Manual clause A3050T (2018-12-06)

Canadian service: A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

1.2.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

() the service offered is a Canadian service as defined in Section 1.3.1 herein.

Signature of Authorized Representative

Date

1.3 STATUS AND AVAILABILITY OF RESOURCES

The Offeror 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 CEAA's representatives and at the time specified in the bid solicitation or agreed to with CEAA's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its bid, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

Signature of Authorized Representative

Date
1.4 EDUCATION AND EXPERIENCE

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement is capable of performing the Work described in the resulting contract.

Signature of Authorized Representative

Date

1.5 PRICE JUSTIFICATION

The Offeror must provide, on Canada's request, one or more of the following price justifications:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

Signature of Authorized Representative

Date

1.6 SET-ASIDE FOR ABORIGINAL BUSINESS

1. This procurement has a component of set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.
2. The Offeror, when identifying as being subject to the set aside provisions of this solicitation,:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
 - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:
 - i. () The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. () The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Offeror must check the applicable box below:
 - i. () The Aboriginal business has fewer than six full-time employees.
OR
 - ii. () The Aboriginal business has six or more full-time employees.
5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

 Signature of Authorized Representative

 Date

1.6.1 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-Aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date