REQUEST FOR STANDING OFFER (RFSO)

PROVISION OF ENVIRONMENTAL CONSULTING SUPPORT FOR ATLANTIC CANADA REGIONAL ASSESSMENTS

STREAM 1: ENVIRONMENTAL INFORMATION;
STREAM 2: ENVIRONMENTAL EFFECTS ANALYSIS; AND
STREAM 3: PUBLIC, STAKEHOLDER AND INDIGENOUS ENGAGEMENT SUPPORT

FOR

IMPACT ASSESSMENT AGENCY OF CANADA ("IAAC" or "THE AGENCY")

File No. DISO-IAAC-404044-1

CLOSING DATE: JANUARY 8, 2019 AT 2PM EST

BIDS TO BE SUBMITTED TO: BID RECEIVING UNIT - IAAC

ATTN - STANDING OFFER AUTHORITY/CONTRACTING AUTHORITY

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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;

their offer to address the evaluation criteria specified;

- 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
- 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
 - 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;

of selection;

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:

Part 5

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

2. SUMMARY

Provision of Environmental Consulting Support for Atlantic Canada Regional Assessments (RAs).

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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, IAAC will inform the Offeror of a time frame within which to provide the information. Failure to comply with IAAC'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 IAAC 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 IAAC determines that the enquiry is not of a proprietary nature. IAAC 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 IAAC.

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

IAAC 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: iaac.procurement-aeic@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 IAAC. 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 IAAC to receive the proposal by the closing period indicated in this RFSO.

For bids transmitted by e-mail, IAAC will not be responsible for any failure attributable to the transmission or receipt of the email bid. IAAC 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 IAAC with regards to:
- · Their Offer; and
- Any contract that may result from their bid.

3.5 Payment by Credit Card

IAAC requests that Offerors complete one of the following:

| THE OFFER | OR WILL ACCEPT | CREDIT CARD | วร |
|-----------|----------------|-------------|----|
|-----------|----------------|-------------|----|

| (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 IAAC 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 IAAC. 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.

| Item | Mandatory Requirement | Compliant | Reference to |
|------|--|-----------|--------------------|
| | | (Yes/No) | Offeror's Proposal |
| | MANDATORY CRITERIA | | |
| M1 | Offeror's Experience The Offeror MUST demonstrate that it has the relevant experience with at least one (1) of the following streams in order to undertake the particular aspects of the scope of work that it is bidding upon. A detailed CV of the proposed resource(s) MUST be submitted including three (3) project summaries for each stream of work where the Offeror is planning to provide services to the Agency. | | |
| | Project summaries MUST include the following information: Project description including the scope of work and project deliverables; Project timeline - start and end dates; Name of client organization; and Client contact including name, phone number and email address. | | |
| | STREAM 1 Environmental Information: The Identification, review, analysis (including mapping), and summary of existing and available information (from the published and grey literature) and datasets related to the existing physical, biological and socioeconomic environments of the Study Area, including one or more of the following environmental components: | | |
| | CATEGORY A Physical Environment Geology Bathymetry Climatology Oceanography Sea Ice and Icebergs Climate Change | | |
| | CATEGORY B Biological Environment Marine Fish and Fish Habitat (incl, plankton, benthic invertebrates, finfish, species at risk – and, any identified key species, i.e. Atlantic salmon) Marine and Migratory Birds Marine Mammals and Sea Turtles Special Areas (Federal, Provincial, International) | | |

| Item | Mandatory Requirement | Compliant | Reference to |
|------|---|-----------|--------------------|
| | , , | (Yes/No) | Offeror's Proposal |
| | MANDATORY CRITERIA | | |
| | CATEGORY C Socioeconomic Environment Population, Communities, Health, Economy Indigenous Communities and Activities Commercial Fisheries (Domestic and International) Recreational Fisheries Fisheries and Research Surveys Aquaculture Other Marine Components and Activities STREAM 2 Environmental Effects Analysis: Reviews, analysis and summaries of the potential environmental effects of offshore oil and gas activities in Atlantic Canada (including both planned activities and potential adverse effects). This would include identifying, reviewing and summarizing existing and available published and unpublished literature and other information on these potential effects, as well as associated mitigation and monitoring / follow-up measures, with a focus on one of more of the following environmental components: Atmospheric Environment Marine Fish and Fish Habitat (including Species at Risk) Marine and Migratory Birds (including Species at Risk) Marine Mammals and Sea Turtles (including Species at Risk) Fisheries and Other Ocean Uses Indigenous Communities and Activities Fisheries and Other Ocean Uses Other Socioeconomic Issues and Effects STREAM 3 Public, Stakeholder and Indigenous Engagement Support: Support in designing, conducting and reporting on RA engagement activities, potentially including their planning and setup, advertisement, logistical support, record keeping and | | |
| M2 | Offeror's Understanding of the Requirement The Offeror MUST submit as part of their proposal an outline of their approach and methodology for completing the scope of | | |
| | work for each stream of work where the Offeror is planning to provide services to the IAAC. | | |

| Item | Mandatory Requirement | Compliant | Reference to |
|------|---|-----------|--------------------|
| | | (Yes/No) | Offeror's Proposal |
| | MANDATORY CRITERIA | | |
| | Outlines MUST demonstrate the following: Clearly indicate which particular Stream the approach applies to; Demonstrate their understanding of the scope of work and the deliverable(s), by outlining their proposed approach and methodology for undertaking the work and showcase their ability to carry out all aspects of the project. | | |
| M3 | The Offeror's Proposed Resources MUST be able to effectively communicate in English (reading, writing, oral comprehension). | | |

1.2 Point-Rated Technical Criteria

| Rated Technical Criteria | Points | Cross-Reference to Proposal |
|---|--|--|
| Further to the Offeror's response under M1 , <u>each of the Offeror's</u> <u>project summaries</u> will be subject to point rating. | /30 | |
| Points Allocation: Details provided regarding the Offeror's experience appear comprehensive and are relevant to the current requirement (as demonstrated in the Statement of Work herein). – 10 points | | |
| Details provided regarding the Offeror's experience are somewhat comprehensive and are only somewhat relevant to the current requirement (as demonstrated in the Statement of Work herein). – 5 points | | |
| Details provided regarding the Offeror's experience are incomplete and are not relevant to the current requirement (as demonstrated in the Statement of Work herein). — 0 points | | |
| Points are based on three (3) demonstrated project summaries. | | |
| Qualifications and Experience of Personnel Further to the Offeror's response under M1, the qualifications and experience of the Offeror's proposed project personnel will be subject to point rating. | /30 | |
| Points Allocation EXCELLENT = 30 Points | | |
| The experience of the personnel is considered excellent : | | |
| All identified personnel have significant, direct experience with similar projects that are relevant to the current scope of work, including projects with a particular focus on offshore regions of Atlantic Canada. | | |
| VERY GOOD = 20 Points The experience of the project personnel is considered years good. | | |
| | | |
| All identified personnel have some direct experience with similar projects that are relevant to the current scope of work, including some projects focussed on offshore regions of Atlantic Canada. | | |
| | Further to the Offeror's response under M1, each of the Offeror's project summaries will be subject to point rating. Points Allocation: Details provided regarding the Offeror's experience appear comprehensive and are relevant to the current requirement (as demonstrated in the Statement of Work herein). — 10 points Details provided regarding the Offeror's experience are somewhat comprehensive and are only somewhat relevant to the current requirement (as demonstrated in the Statement of Work herein). — 5 points Details provided regarding the Offeror's experience are incomplete and are not relevant to the current requirement (as demonstrated in the Statement of Work herein). — 0 points Points are based on three (3) demonstrated project summaries. Qualifications and Experience of Personnel Further to the Offeror's response under M1, the qualifications and experience of the Offeror's proposed project personnel will be subject to point rating. Points Allocation EXCELLENT = 30 Points The experience of the personnel have significant, direct experience with similar projects that are relevant to the current scope of work, including projects with a particular focus on offshore regions of Atlantic Canada. VERY GOOD = 20 Points The experience of the project personnel is considered very good: All identified personnel have some direct experience with similar projects that are relevant to the current scope of work, including some projects focussed on offshore regions of | Further to the Offeror's response under M1, each of the Offeror's project summaries will be subject to point rating. Points Allocation: Details provided regarding the Offeror's experience appear comprehensive and are relevant to the current requirement (as demonstrated in the Statement of Work herein). – 10 points Details provided regarding the Offeror's experience are somewhat comprehensive and are only somewhat relevant to the current requirement (as demonstrated in the Statement of Work herein). – 5 points Details provided regarding the Offeror's experience are incomplete and are not relevant to the current requirement (as demonstrated in the Statement of Work herein). – 0 points Points are based on three (3) demonstrated project summaries. Qualifications and Experience of Personnel Further to the Offeror's response under M1, the qualifications and experience of the Offeror's proposed project personnel will be subject to point rating. Points Allocation EXCELLENT = 30 Points The experience of the personnel is considered excellent: All identified personnel have significant, direct experience with similar projects with a particular focus on offshore regions of Atlantic Canada. VERY GOOD = 20 Points The experience of the project personnel is considered very good: All identified personnel have some direct experience with similar projects that are relevant to the current scope of work, including some projects focussed on offshore regions of |

| No. | Rated Technical Criteria | Points | Cross-Reference to Proposal |
|-----|--|--------|--------------------------------|
| | ADEQUATE = 10 Points | | эт оргосия |
| | The experience of the project personnel is considered adequate : | | |
| | Identified personnel have at least some direct experience with similar projects that are relevant to the current scope of work, which may or may not include some projects focussed on offshore regions of Atlantic Canada. | | |
| | UNSATISFACTORY = 5 Points | | |
| | The experience of the project personnel is considered unsatisfactory due to one or more of the following: | | |
| | Identified personnel have little or no demonstrated direct experience with similar projects, with limited focus on offshore regions of Atlantic Canada. | | |
| R3 | Offeror's Proposed Approach and Methodology: Further to the Offeror's response under M2, the Offeror's approach and methodology will be subject to point rating. | /40 | |
| | Points Allocation: EXCELLENT = 40 Points The approach and methodology are considered excellent: All elements are present; All elements are well described; Substantial details lead to a complete and thorough understanding of how the Offeror proposes to ensure that requirements, performance, quality and scheduled goals are achieved; Substantial and thorough details are provided to describe the information sources and expertise that will be used; and Substantial details lead to a very good understanding of the interaction between the Offeror and the Agency. | | |
| | VERY GOOD = 30 Points The approach and methodology are considered very good: Most elements are present; Most elements are well described; Details lead to a strong understanding of how the Offeror proposes to ensure that requirements, performance, quality and scheduled goals are achieved; Substantial and thorough details are provided to describe the information sources and expertise that will be used; and | | |

| No. | Rated Technical Criteria | Points | Cross-Reference to Proposal |
|-----|--|--------|--------------------------------|
| | Substantial details lead to a good understanding of the interaction between the Offeror and the Agency. ADEQUATE = 20 Points | | |
| | The approach and methodology are considered adequate: Only some elements are present; Only some elements are described; Details provided lead to a basic understanding of how the Offeror proposes to ensure that requirements, performance, quality and scheduled goals are achieved; Only some details are provided to describe the information sources and expertise that will be used; and Details lead to minimal understanding of the interaction between the Offeror and the Agency. | | |
| | UNSATISFACTORY = 10 Points The approach and methodology are considered unsatisfactory due to one or more of the following: Insufficient information was provided; Few elements are present; Not all elements are described or are poorly described; Does not provide details to assess how the Offeror proposes to ensure that requirements, performance, quality and scheduled goals are achieved; Does not provide details about potential information sources and expertise that will be used; and Does not identify any interaction between the Offeror and the Agency. | | |
| | Minimum Pass Mark (60%) | 60/100 | |
| | Total Points R1-R3 | /100 | |

Attachment A: Matrix of Project Components and Topic Areas

| Main Components and Associated Topic Areas | Consultant Bidding |
|---|-----------------------|
| EXISTING ENVIRONMENT | |
| Geology | |
| Bathymetry | |
| Climatology | |
| Oceanography | |
| Sea Ice and Icebergs | |
| Climate Change | |
| Marine Fish and Fish Habitat [including plankton, benthic invertebrates, finfish, | |
| species at risk and, any identified key species (e.g., Atlantic salmon)] | |
| Marine and Migratory Birds | |
| Marine Mammals and Sea Turtles | |
| Special Areas (federal, provincial, international) | |
| Population, Communities, Health, Economy | |
| Indigenous Communities and Activities | |
| Fisheries (Domestic and International) | |
| Other Marine Components and Activities | |
| ENVIRONMENTAL EFFECTS ANALYSIS | |
| Atmospheric Environment | |
| Marine Fish and Fish Habitat (including Species at Risk) | |
| Marine and Migratory Birds (including Species at Risk) | |
| Marine Mammals and Sea Turtles (including Species at Risk) | |
| Special Areas | |
| Indigenous Communities and Activities | |
| Fisheries and Other Ocean Uses | |
| Other Socioeconomic Issues and Effects | |
| PUBLIC, STAKEHOLDER AND INDIGENOUS ENGAGEMENT SUPPORT | |
| Public, Stakeholder and Indigenous Engagement Support | |

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 IAAC'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 IAAC'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 IAAC are subject to verification by IAAC at all times. IAAC 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 IAAC 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 IAAC's representatives and at the time specified in a call-up or agreed to with IAAC'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 IAAC. 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.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 December 31, 2020, 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 one (1) additional 12-month Option Period from January 1, 2021 to Dec 31, 2021, should it be deemed necessary. Such Option Period shall be under the same conditions and at the rates or prices specified in the resulting 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 IAAC 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 provide for the following:

- New bidders to become Suppliers under this Standing Offer Method of Supply; and
- Existing Standing Offer Agreement (SOA) holders at the time of the Refresh Option period will <u>not</u> be required to re-qualify for a SOA.

5.2 Annual Refresh Option Notices

IAAC 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice</u>: <u>2012-2</u> of the Treasury Board Secretariat of Canada.

8. IDENTIFIED USERS

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

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 <u>any</u> 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 IAAC 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, IAAC 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, IAAC 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 <u>A3050T</u>.

The Offeror must keep proper records and documentation relating to the origin of the goods, services or both provided to IAAC. 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 IAAC, 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 IAAC 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 IAAC 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 IAAC 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 <u>Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts</u>:

- Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:
 - o 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 callup 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 Overo | due Accounts, of _ | |
|-------------------------|---------------------------|---------------------|-----------------------|------------|
| (insert the number, dat | te and title of applicabl | e general conditior | ns) will not apply to | o 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice</u>: 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

IAAC 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:

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

| 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

IMPACT ASSESSMENT AGENCY OF CANADA (IAAC) STRATEGIC AND REGIONAL ASSESSMENT PROGRAM

Provision of Environmental Consulting Support for Atlantic Canada Regional Assessments

1. Objective

The Impact Assessment Agency of Canada ("IAAC" or the "Agency") is, in partnership with other federal and provincial agencies, contemplating undertaking a number of Regional Assessments (RAs) of offshore oil and gas exploratory drilling in Atlantic Canada. This includes one on-going RA in a defined study area offshore eastern Newfoundland and Labrador, and potentially another RA which will begin later in 2019 or in early 2020 for an area offshore Nova Scotia.

2. Background

The RAs will include a description and associated mapping of the existing physical, biological and socioeconomic environments within and surrounding these offshore study areas, as well as an assessment of effects and the identification of mitigation and follow-up requirements for future exploratory drilling and associated activities in the region.

While the planning and completion of these RAs is being led by Agency staff with involvement from other agencies and organizations, it is anticipated that there will be a need to at times seek consultant support from qualified and experienced contractors in relation to specific components of the RA. This includes in the identification, compilation, analysis and documentation of available environmental information and datasets, analysis related to potential effects and mitigation / monitoring measures, and other supporting activities.

These will involve focused work scopes and deliverables related to particular issues and requirements that will be identified, defined, procured and completed on an as required basis throughout the course of these RAs.

3. Standing Offer Agreement (SOA) Period

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 December 31, 2020, inclusive.

4. Standing Offer Agreement (SOA) Option Period

If the Standing Offer is authorized for use beyond the Initial SOA Period, the Offeror offers to extend its offer for up to one (1) additional 12-month Option Period from January 1, 2021 to Dec 31, 2021, should it be deemed necessary. Such Option Period shall be under the same conditions and at the rates or prices specified in the resulting Standing Offer Agreement (SOA).

5. Tasks

The Agency is seeking to understand the qualifications, personnel, and rates for the purposes of entering into future work under a Call-up against a standing offer related to RAs. As requirements are identified, under the three (3) streams (noted below), within the RA processes, specific work scope(s) will be developed to seek detailed technical and cost proposals, relevant to the specific scope, from the selected contactor(s) identified under this Request for Standing Offer process.

The following services are defined under this RFSO:

5.1 STREAM 1

Environmental Information: The Identification, review, analysis (including mapping), and summary of existing and available information (from the published and grey literature) and datasets related to the existing physical, biological and socioeconomic environments of the Study Area, including one or more of the following environmental components:

5.1.1 CATEGORY A

Physical Environment

- Geology
- Bathymetry
- Climatology
- Oceanography
- Sea Ice and Icebergs
- Climate Change

5.1.2 CATEGORY B

Biological Environment

- Marine Fish and Fish Habitat (including plankton, benthic invertebrates, finfish, species at risk and, any identified key species, i.e. Atlantic salmon)
- Marine and Migratory Birds
- Marine Mammals and Sea Turtles
- Special Areas (Federal, Provincial, International)

5.1.3 CATEGORY C

Socioeconomic Environment

- Population, Communities, Health, Economy
- Indigenous Communities and Activities
- Commercial Fisheries (Domestic and International)
- Recreational Fisheries
- Fisheries and Research Surveys
- Aquaculture
- Other Marine Components and Activities

5.2 STREAM 2

Environmental Effects Analysis: Reviews, analysis and summaries of the potential environmental effects of offshore oil and gas activities in Atlantic Canada (including both planned activities and potential adverse effects). This would include identifying, reviewing and

summarizing existing and available published and unpublished literature and other information on these potential effects, as well as associated mitigation and monitoring / follow-up measures, with a focus on one of more of the following environmental components:

- Atmospheric Environment
- Marine Fish and Fish Habitat (including Species at Risk)
- Marine and Migratory Birds (including Species at Risk)
- Marine Mammals and Sea Turtles (including Species at Risk)
- Special Areas
- Indigenous Communities and Activities
- Fisheries and Other Ocean Uses
- Other Socioeconomic Issues and Effects

5.3 STREAM 3

Public, Stakeholder and Indigenous Engagement Support: Support in designing, conducting and reporting on RA engagement activities, potentially including their planning and setup, advertisement, logistical support, record keeping and recording functions.

6. Responsibilities

All work will be carried out in close consultation with the Project Authority and / or their technical staff.

6.1 IAAC Responsibilities:

The Project Authority will:

- Provide requirements that are specific to the Impact Assessment Agency of Canada (IAAC);
- Provide access to IAAC information and reference documentation as required;
- Keep the contractor informed of any activity in the project.

6.2 Contractor Responsibilities:

The Contractor will:

- Communicate promptly with the Project Authority regarding any issue or obstacle beyond the Contractor's control that may hinder the Contractor's ability to complete the tasks and deliver the deliverables as outlined in this Statement of Work;
- Meet all requirements as stated in this Statement of Work; and
- Assist the Project Authority and resources in resolving issues that may arise during the performance of the work.

7. Work Location

All work will be carried out offsite at the office of the contractor.

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 IAAC 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 IAAC 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 IAAC.

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 Callup 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 IAAC 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 requested by the Project Authority for the work. The Agency will provide translation of key documents.

15. IAAC RESPONSIBILITIES AND SUPPORT

IAAC 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. APPICABLE DOCUMENTS

Project documents will be provided by the Agency to the Contractor as required.

17. RELEVANT TERMS AND ACRONYMS

IAA Impact Assessment Act
IA Impact Assessment

The Agency Impact Assessment Agency of Canada (IAAC)

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. HOURLY 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 HOURLY RATE** (in \$CDN) for **EACH** Proposed Resource identified.

For the purposes of any resulting Call-up against a resulting standing offer, a day is defined as 7.5 hours of work.

2. INITIAL STANDING OFFER PERIOD – TO DEC 31, 2020

| STR | EAM 1 - ENVIRONMENTAL INFORMATION | |
|-----|--------------------------------------|--|
| | Name of resource | FIRM ALL-INCLUSIVE HOURLY RATE (in \$CDN) |
| 2.1 | PROPOSED RESOURCE(S) (Name) (Name) | \$ |

| STREAM 2 - ENVIRONMENTAL EFFECTS ANALYSIS | | |
|---|----------------------|--|
| | Name of resource | FIRM ALL-INCLUSIVE HOURLY RATE (in \$CDN) |
| | PROPOSED RESOURCE(S) | |
| 2.2 | (Name) | \$ |
| | , | |

| STREAM 3 - PUBLIC, STAKEHOLDER AND INDIGENOUS ENGAGEMENT SUPPORT | | |
|--|--------------------------------------|--|
| | Name of resource | FIRM ALL-INCLUSIVE HOURLY RATE (in \$CDN) |
| 2.3 | PROPOSED RESOURCE(S) (Name) (Name) | \$ |

3. OPTION PERIOD – JAN 1, 2021 TO DEC 31, 2021

| STRI | EAM 1 - ENVIRONMENTAL INFORMATION | |
|------|-----------------------------------|--|
| | Name of resource | FIRM ALL-INCLUSIVE HOURLY RATE (in \$CDN) |
| | PROPOSED RESOURCE(S) | |
| 3.1 | (Name) | \$ |
| | (Name) | |

| STRI | STREAM 2 - ENVIRONMENTAL EFFECTS ANALYSIS | |
|------|---|--|
| | Name of resource | FIRM ALL-INCLUSIVE HOURLY RATE (in \$CDN) |
| | PROPOSED RESOURCE(S) | |
| 3.2 | (Name) | \$ |
| | (Name) | |

| STREAM 3 - PUBLIC, STAKEHOLDER AND INDIGENOUS ENGAGEMENT SUPPORT | | |
|--|------------------------------|--|
| | Name of resource | FIRM ALL-INCLUSIVE HOURLY RATE (in \$CDN) |
| 3.3 | 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

1.2.2 Canadian Content Certification

Signature of Authorized Representative

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.

| 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. | |

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 IAAC's representatives and at the time specified in the bid solicitation or agreed to with IAAC'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.

| in the résumés and supporting m rtaining to education, achieveme Offeror to be true and accurate. al proposed by the Offeror for th bed in the resulting contract. | nts, |
|--|--|
| | |
| r | taining to education, achieveme Offeror to be true and accurate. al proposed by the Offeror for th |

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

Signature of Authorized Representative

| e. | any other supporting documentation as requested by Canada. |
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Date