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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- **Part 1** General Information: provides a general description of the requirement;
- **Part 2 Offeror Instructions:** provides the instructions applicable to the clauses and conditions of the RFSO;
- **Part 3 Offer Preparation Instructions:** provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified:
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a Callup made pursuant to the Standing Offer.

The Annexes include the Statement of Work (SOW), the Basis of Payment, the Security Requirements Checklist (SRCL).

1.2 Summary

- **1.2.1.** This Request for Standing Offers (RFSO) is being issued for Nunavut Regional Office, Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) to require the services of undertaking comprehensive reviews and providing recommendations on the socio-economic components of major project submissions in Nunavut.
- **1.2.2.** It is intended to result in the award of up to **four (4)** Standing Offers (SOs), **each of which has one (1) three-year period, plus two (2) irrevocable option one-year periods** allowing Canada to extend the term of each resulting SO.
- **1.2.3.** As per the Integrity Provisions under section 01 of Standard Instructions 2006 and 2007, Offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to Section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
- **1.2.4.** For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of this solicitation, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.
- **1.2.5.** The resulting Standing Offers (SOs) are to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA):
 - Nunavut Land Claims Agreement
- **1.2.6.** The Resource Categories described below are required on an as and when requested basis.

Resource Category

Project Manager

Senior Technical Expert

Minimum Number of Resources Required

1

1.3 Security Requirements

There is no security requirement associated with the requirement of this solicitation. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <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.

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

- References to Public Works and Government Services Canada (PWGSC) are replaced by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC);
- b) "General Information", is amended as follows:

Delete: in its entirety

Insert:

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

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

c) Section 03 is amended as follows:

Delete:

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

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

Delete: d. in its entirety

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

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

Delete: 60 days **Insert:** 120 days

Section 08, Transmission by facsimile or by epost Connect

Delete: in its entirety

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<u>Insert:</u> Due to the nature of this solicitation, offers transmitted by facsimile to CIRNAC will not be accepted.

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

Delete: a) and b) in its entirety

h) Section 20 is amended as follows:

Delete: Subsection 2 in its entirety

2.2 Submission of Offers

- 2.2.1 Offers (and any amendments thereto) must be received by CIRNAC at the email address identified, by the date and time on the cover page of the solicitation. Offers must not be sent directly to the Standing Offer Authority or Project Authority. Canada will not be responsible for offers delivered to a different address. Offers sent directly to the Standing Offer Authority or the Project Authority will not be considered.
- 2.2.2 The email address indicated on the cover page of the solicitation is for the purpose of offers submission and enquiries concerning that solicitation. No other communications are to be forwarded to this address.

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

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

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

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

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

- 2.2.3 Canada requires that each offer, at closing date and time or upon request from the Standing Offer Authority, be signed by the Offeror or by an authorized representative of the Offeror. If any required signature(s) are not submitted as requested, the Standing Offer Authority may inform the Offeror of a time frame within which to provide the signature(s). Failure to comply with the request of the Standing Offer Authority and to provide the signature(s) within the time frame provided may render the offer non-responsive. If an offer is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of 2003 (2020-05-28) Standard Instructions Goods or Services Competitive Requirements.
- **2.2.4** It is the Offeror's responsibility to:
 - a. obtain clarification of the requirements contained in the offer solicitation, if necessary, before submitting an offer;
 - b. prepare its offer in accordance with the instructions contained in the RFSO;
 - c. submit by closing date and time a complete offer;
 - d. send its offer only to the address specified on the cover page of the RFSO;

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- e. ensure that the Offeror's name, return address, and the RFSO reference number are clearly visible on the envelope or the attachment(s) containing the offer: and.
- f. provide a comprehensible and sufficiently detailed offer, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.
- **2.2.5** Offers received on or before the stipulated offer closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Offerors. All offers will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- **2.2.6** Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with an Offeror's offer. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.
- **2.2.7** An offer cannot be assigned or transferred in whole or in part.

2.3 Former Public Servant

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

a. Definitions

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

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

b. Former Public Servant in Receipt of a Pension

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

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

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.

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

c. Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than <u>fifteen (15)</u> calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that the Offeror submits its offer in accordance with section 05 of the <u>2006</u> standard instructions. An Offer must be gathered per section and separated as follows:

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

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

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper size;
- (b) use a numbering system that corresponds to this solicitation.

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

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

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

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

Section I: Technical Offer

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

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

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

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

Section II: Financial Offer

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

The Financial Offer must include all costs for the requirement described in this solicitation for the entire Offer Period, including any option periods. The fixed all-inclusive per diem rate must be inclusive of all payroll, overhead costs, administration (e.g. internal business services, invoicing, timesheets, travel coordination, reporting, and other ancillary services to administer the SO and any Call-ups, etc.) disbursements, profits, and any other costs required for the Offeror to complete the work under any resultant Call-up of any awarded Standing Offer Agreement. **Note: the fixed all-inclusive per diem rates are not to be quoted as a range.**

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

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

3.1.1 Electronic Payment of Invoices - Offer

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

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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

ATTACHMENT 1 to PART 3 - OFFER SUBMISSION FORM

OFFER SUBMISSION FORM				
Offeror's full legal name				
Authorized Representative of Offeror for	Name			
evaluation purposes (e.g., clarifications)	Title			
	Address			
	Telephone #			
	Fax #			
	Email			
Offeror's Procurement Business Number (PBN)				
[see the Standard Instructions 2003]				
[Note to Offerors: Please ensure that the PBN you provide matches the legal name under which you have submitted your Offer. If it does not, the Offeror will be determined based on the legal name provided, not based on the PBN, and the Offeror will be required to submit the PBN that matches the legal name of the Offeror.]				
Jurisdiction of Contract: Province or territory in Canada the Offeror wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)				
Former Public Servants See the Article in Part 2 of the RFSO	Is the Offeror a this solicitation	a FPS in receipt of a pension as defined in ?		
entitled Former Public Servant for a	Yes N	0		
definition of "Former Public Servant".		the information required by the Article in "Former Public Servant"		
		a FPS who received a lump sum payment s of the Work Force Adjustment Directive?		
	Yes N	0		
		the information required by the Article in "Former Public Servant"		
Security Clearance Level of Offeror	N/A			
[include both the level and the date it was granted]				
[Note to Offerors: Please ensure that the security clearance matches the legal name of the Offeror. If it does not, the security clearance is not valid for the Offeror.]				

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Definitions

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

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

4.2 Evaluation Procedures

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

The Offeror must provide the information requested by Canada within five (5) working days of a request by the Standing Offer Authority.

iii. **Extension of Time:** If additional time is required by the Offeror, the Standing Offer Authority may grant an extension in his sole discretion.

4.3 Basis of Evaluation

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

4.4 Reference Checks

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

4.5 Technical Evaluation

4.5.1 Mandatory Technical Criteria

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a) Offers MUST meet all mandatory requirements to be considered for further evaluation. Failure on the part of the Offer to meet any one (1) of these requirements will result in their Offer being deemed noncompliant, with the Offer being given no further consideration.

b) Each evaluated resource MUST meet all mandatory requirements, otherwise the Offer will be deemed non-compliant.

Item#	Mandatory Technical Criteria	Offer Ref. Page #	Compliant (Yes/No)
	Corporate Profile The Offeror MUST provide a corporate profile that indicates the Offeror's capabilities as a firm and experience in the provision of services relevant to, and similar to those described within the Statement of Work. At a minimum, the Offeror MUST include within the corporate profile:		
M 1	 a) The full legal name of the firm submitting the Offer (including, as applicable, all joint venture, consortia, partners, or subcontractors); b) Evidence that the Offeror has been in business for a minimum of five (5) years, by providing the date of incorporation of the firm. If the Offer is being submitted as a joint venture, at least one of the parties must have been in business for a minimum of five (5) years; 		
	c) The extent of the Offeror's experience in the provision of services specifically related to socio-economic impact assessments of resource development projects; and		
	d) A list of the proposed resource team.		
	Project Summaries The Offeror MUST include three (3) project summaries which describe in detail the Offeror's experience in successfully providing services relevant to, and similar to the services as defined in the Statement of Work (SOW) of this RFSO. The summaries should detail the Offeror's experience in successfully providing services in remote northern environments where possible.		
	If more than three (3) project summaries are included within the Offer, the evaluation team will only consider the first three (3) listed, in the order in which they are presented in the Offer.		
M2	Each project summary should be no longer than three (3) pages in length. If longer than three (3) pages, only the first three (3) pages will be evaluated.		
	Projects MUST have taken place during the past seven (7) years. Only completed projects will be evaluated.		
	Written project summaries should include the following information:		
	 a) The name of the client organization including a contact name and telephone number; b) The dates/duration of the contract; c) Dollar value of the project (to the Offeror); d) The project team and their roles; e) List of stakeholders involved; and f) A description of the work and deliverables. 		

Item#	Mandatory Technical Criteria	Offer Ref. Page #	Compliant (Yes/No)
	CIRNAC reserves the right to contact the named client project authorities. Should CIRNAC choose to contact the project authorities and should one (1) or more named client project authorities provide a negative reference regarding the accuracy of validity of information provided in the Offer regarding the Offeror's previous work performance, CIRNAC reserves the right to deem the Offer noncompliant, and give it no further consideration.		
	Project Team		
	The Offeror MUST propose a resource team (including detailed résumés) meeting or exceeding the minimum stated requirements, including two categories:		
	A minimum of one (1) Project Manager		
	a) Have a minimum of five (5) years demonstrated experience in Project Management within the last ten (10) years; and		
	b) Have a minimum of five (5) years demonstrated experience in the conduct of community development, socio-economic research, socio-economic impact assessments, and socio-economic monitoring and evaluation within the last ten (10) years;		
	c) Demonstrated experience reviewing socio-economic components of Environmental Impact Statements and monitoring reports for or related to projects from the mining or transportation sectors, energy or utility projects and/or environmental clean-up projects;		
	d) Have a minimum of two (2) years of demonstrated experience working with northern or remote Indigenous communities, and preferably Inuit within the last five (5) years.		
М3	A minimum of one (1) Senior Technical Expert		
	a) Have a minimum of three (3) years demonstrated experience in the conduct of community development, socio-economic research, socio-economic impact assessments, and socio-economic monitoring and evaluation within the last ten (10) years;		
	b) Demonstrated experience reviewing socio-economic components of Environmental Impact Statements and monitoring reports for or related to projects from the mining or transportation sectors, energy or utility projects and/or environmental clean-up projects;		
	c) Have a minimum of two (2) years of relevant experience working Indigenous communities and preferably Inuit; and		
	d) Demonstrate professional qualifications, training, and/or certifications relative to the type(s) of work requested.		
	Additional resources per category can be included but only the first proposed resource will be evaluated.		
	Each resource résumé (5 pages maximum) MUST include the following information:		
	 The name of the proposed resource; The resource category or role(s) for which the resource is being 		

Item#	Mandatory Technical Criteria	Offer Ref. Page #	Compliant (Yes/No)
	 proposed, and clearly outline which of the credentials, experience, etc., applies to which role (if more than one proposed); Relevant academic and professional attainments in relation to CIRNAC's requirements, as identified in the SOW of this RFSO. Relevant formal training must be listed chronologically by the title (of the course/program) with the start and end dates (identified by month and year – for example March 2004 – February 2007); Chronological work experience. It must be within the last ten years with start and finish dates (identified by month and year – for example March 2004 – February 2007). 		
	The Offeror shall ensure submitted information for the proposed resources are sufficiently detailed to enable a full evaluation.		

4.5.2 Point-Rated Technical Criteria

- a) Offers meeting all mandatory technical criteria will be evaluated and point rated against the following point rated technical criteria, using the evaluation factors and weighting indicators specified for each criterion.
- b) Offers which fail to obtain the required minimum number of points specified in the table below will be declared non-responsive.

Item#	Point Rated Technical Criteria	Offer Ref. Page #	Maximum available Points
	Clear, Concise, and Complete Offer		
	Offerors are to provide a clear, concise, and complete Offer that is well organized. The Offer will be evaluated on the readability of the document with respect to grammar, flow, and overall clarity. The information should be presented in a logical manner and based on the information requested.		
	The Offer:		
R1	 i. is presented in a format that is well-structured, logical, and easy to use; ii. matches the sequence of the Mandatory and Point-rated Criteria; iii. includes a table of contents; iv. has good grammar and spelling; and v. contains sentences and paragraphs that are clear and concise. 		10
	Maximum 2 points per item (iv. above)		
	2 points – Complete or mostly complete, item matches and satisfies requirements.		
	1 point – Item is sufficient and partially satisfies requirements.		
	0 point – Insufficient or poor coverage, room for improvement.		

Item#	Point Rated Technical Criteria	Offer Ref. Page #	Maximum available Points
	Project Summaries		
	The evidence within the Offeror's written project summaries, provided in response to Mandatory Requirement M2 , will be evaluated based on their experience and understanding in providing the services (or similar scope) detailed within the SOW of this RFSO. Each of the three summaries will be evaluated out of 10 points.		
	10 points – Provides complete and extensive details and demonstrates project is very relevant and similar to SOW requirements; complexity of experience described is exceptional (i.e., partnership).		
	8 points – Provides most details and demonstrates project is relevant and similar to SOW requirements, complexity of experience described is good (i.e., working group)		
R2	6 points – Provides incomplete and partial details and demonstrates project has some relevance and similarities to SOW requirements; complexity of experience described is typical (i.e. meetings).		30
	4 points – Provides limited details and does not demonstrate project is relevant and similar to SOW requirements; complexity of experience is minimal (i.e. information letters)		
	2 points – Provides insufficient details and a very limited understanding of requirements in this area; complexity of experience described is insignificant (i.e. indirect engagement participation).		
	point – No information provided.		
	If an Offeror's project summaries do not identify and describe a service (or similar scope) detailed within the SOW of this RFSO, the evaluation team will rate that service for a score of 0 point .		
	One (1) Project Manager Resource		
	The resume of the Offeror's first proposed resource for the Project Manager position and as submitted in response to Mandatory Requirement M3 will be evaluated. Additional resources can be included but only the first proposed resource will be evaluated .		
R3	Based on the submitted resume for the Offeror's proposed resources, CIRNAC will evaluate the resource's experience, understanding and knowledge regarding the design and delivery of socio-economic reviews of Environmental Impact Statements and monitoring reports for or related to projects from the mining or transportation sectors, energy or utility projects and/or environmental clean-up projects.		15
	For the Project Manager the extent of experience and skills relating to the following areas:		
	 i. Experience in project management; ii. Experience reviewing socio-economic components of Environmental Impact Statements and monitoring reports for or related to projects from the mining or transportation sectors, energy or utility projects and/or environmental clean-up projects; 		

Item#	Point Rated Technical Criteria	Offer Ref. Page #	Maximum available Points
	iii. Experience in northern environments;iv. Experience with the Nunavut regulatory regime; andv. Experience in working with Inuit/Indigenous organizations or communities.		
	Maximum 3 points per item (i v. above)		
	3 points – Demonstrates extensive relevant skills and experience (greater than 10 years)		
	2 points – Demonstrates adequate relevant skills and experience (between 5-10 years)		
	0 point – Demonstrates limited relevant skills and experience (less than 5 years)		
	One (1) Senior Technical Expert Resource		
	The resume of the Offeror's first proposed resource for the Senior Technical Expert position and as submitted in response to Mandatory Requirement M3 will be evaluated. Additional resources can be included but only the first proposed resource will be evaluated .		
	The following rating scale will be used to evaluate the resource's skills and experience with points for demonstrating evidence:		
	For the Senior Technical Expert the extent of experience and skills relating to the following areas:		
R4	 i. Experience reviewing socio-economic components of Environmental Impact Statements and monitoring reports for or related to projects from the mining or transportation sectors, energy or utility projects and/or environmental clean-up projects ii. Experience in northern environments; iii. Experience with the Nunavut regulatory regime; and iv. Experience in working with Indigenous/Inuit organizations or communities. 		12
	Maximum 3 points per item (i v. above)		
	3 points – Demonstrates extensive relevant skills and experience (greater than 10 years)		
	2 points – Demonstrates adequate relevant skills and experience (between 5-10 years)		
	0 point – Demonstrates limited relevant skills and experience (less than 5 years)		

Item#	Point Rated Technical Criteria	Offer Ref. Page #	Maximum available Points
	Inuit Opportunity Considerations		
	The Offer will be evaluated to confirm the Offeror's eligibility as either an Inuit-owned and/or Northern business. The Offer will also be evaluated confirm the Offeror's intent to engage Inuit professional services in the completion of the work.		
	Up to fifteen (15) points with a maximum of five (5) points per item that is relevant and similar to the requirements described below:		
	- Is an Inuit firm registered with Nunavut Tunngavik Inc.;		
	5 points – Demonstration of registration 0 points – No demonstration		
R5	- Has Office(s) and/or employee(s) located in Nunavut;		15
	 5 points – Demonstrates office(s) and/or employee(s) located in Nunavut. 0 points – No demonstration. 		
	- Will engage Inuit professional services in the completion of any contracted work.		
	 5 points – Demonstration of commitment to engage Inuit professional services throughout completion of contractual work (e.g., participation in project team). 0 points – No demonstration of commitment to engage Inuit professional services throughout completion of contractual work. 		
Minimu	m pass mark of 70% (57.4 points)		82

4.6 Financial Evaluation

4.6.1 SACC Manual Clause

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

4.6.2 Financial Evaluation Procedure

- a) Offers meeting all mandatory requirements and minimum score of 70% over all point-rated criteria will be evaluated on the basis of their Financial Offer.
- b) The Financial Evaluation will be carried out by the Standing Offer Authority independent of the Evaluation Team responsible for rating the Technical Offer. Financial Offers will be evaluated based on the methodology detailed below.
- c) Failure on the part of the Offeror to provide the information required within the article 4.6.3, Financial Tables, will result in Canada deeming the Offer to be non-compliant, with the Offer being given no further consideration.
- d) For evaluation purposes, the proposed all-inclusive per-diem rates for the initial SO period and option years will be averaged to derive to an Average Per Diem Rate. Applicable taxes must be shown separately, if applicable. However, applicable taxes will not be included when calculating the Average Per Diem Rate.
- e) Full points will be awarded to the Offer with the lowest Average Per Diem Rate. Fewer points will be awarded to all other Offers based on the percentage differential of their lowest Average Per Diem Rate from that of the Offer with the lowest, as follows:

4.6.3 Financial Tables

Offerors are requested to provide firm per-diem rate based on a 7.5-hour day. Offerors submitting a Offer MUST complete the following table by filling all per-diem rates (applicable taxes are extra). If additional or replacement resource(s) are proposed after the Standing Offer Award, each resource under the same category must accept the same per-diem rate under the same period (initial period and/or option years).

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

Initial Period: SO award date to September 30, 2023 inclusive Option Year 1: October 1, 2023 to September 30, 2024 inclusive Option Year 2: October 1, 2024 to September 30, 2025 inclusive

Resource Category	All-inclusive Per-diem Rate (Initial Period) A	All-inclusive Per-diem Rate (Option Year 1) B	All-inclusive Per-diem Rate (Option Year 2) C	Average Per- Diem Rate D = (A+B+C)/3
Project Manager	\$	\$	\$	D1
Senior Technical Expert	\$	\$	\$	D2

4.7 Basis of Selection

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

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

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

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

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

4.7.2 Standing Offer Value Allocation

Canada intends to award up to four (4) Standing Offers as a result of Offers representing Best Value, based on the following value allocation rules in order from highest ranked Offeror to the lowest one. Best Value will be defined as the highest Total Score, i.e. the highest ranked responsive Offer would be considered to represent Best Value.

Top four (4) Ranked Offerors \$500,000.00 per Standing Offer, applicable taxes and all expenses included

Where there are less than four (4) responsive Offers, the Standing Offer(s) will be awarded to actual number of responsive Offerors accordingly.

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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a Standing Offer, or will declare an Offeror in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Standing Offer.

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Offerors Program for Employment Equity - Standing Offer Certification

By submitting an Offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Offerors Program (FCP) for employment equity "FCP Limited Eligibility to Bid_ list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-Offeror-program.html#s4).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

SACC Manual Clause M3020T (2016-01-28), Status of Availability of Resources - Offer

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement associated with the requirement of this solicitation.

6.2 Financial Capability

N/A

6.3 Insurance Requirements

N/A

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

There is no security requirement applicable to this Standing Offer and all Call-up(s) against it. All resource(s) must be escorted at all time while on GoC (Government of Canada) premises.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

<u>2005</u> (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC);
- b) Section 1, is amended as follows:
 - <u>Delete:</u> ""Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users".
 - Insert: "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer.
- c) "Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16," is **deleted** from the text under Section 3.
- d) Section 5, is amended as follows:
 - <u>Delete:</u> "If applicable, Identified Users will use the form included in the Standing Offer to order goods or services or combination of goods and services. Requests for goods or services or combination of goods and services may also be initiated through telephone calls, facsimiles, emails, etc. or by using Canada acquisition cards (Visa or MasterCard).

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

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

<u>Insert:</u> "Identified Users will use the call-up procedures and call-up form specified in the Standing Offer to order services".

7.3.2 Standing Offers Reporting

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

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

The quarterly reporting periods are defined as follows:

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

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The initial period for making Call-ups against the Standing Offer is from the Standing Offer Award date to September 30, 2023 inclusive.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **two (2) one-year option periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Shuo Chen Senior Procurement and Contracting Officer Materiel and Assets Management Directorate Indigenous Services Canada (ISC) 10 rue Wellington, Gatineau, QC, K1A 0H4 Telephone: 819-953-6910

Telephone: 819-953-6910 Facsimile: 819-953-7721

E-mail address: shuo.chen@canada.ca

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The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a Call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual Call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority (identified at issuance of the Standing Offer)

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

7.5.3 Offeror's Representative (identified at issuance of the Standing Offer)

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make Call-ups against the Standing Offer is Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC).

7.8 Numbers of Standing Offers

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

(identified at issuance of the Standing Offer)

7.9 Call-up Allocation and Procedures

7.9.1 Call-up Allocation

Call-up allocations will be based on the **right of first refusal**. Upon each Call-up, the Project Authority selects the available Standing Offers in order from highest ranked Offeror to the lowest one, as described in 7.8 above.

When the highest ranked Standing Offer reaches its maximum limit value during the Standing Offer period, the above right of first refusal allocation will start from the 2nd ranked Standing Offer, and so on.

7.9.2 Call-up Procedures

- 1) Offerors will be contacted directly as described in 7.9.1 above.
- 2) The Project Authority (as applicable) will provide the Offeror with details of the work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

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- 3) The Offeror will prepare and submit a proposal for the work as required by the Project Authority (as applicable). The proposal shall include a cost quotation established by utilizing the applicable rates as shown in Annex "B" Basis of Payment, a schedule indicating completion dates for major work activities and submission dates for deliverables/reports with supporting details. The proposal must be submitted to the Project Authority (as applicable) within three (3) business days of receiving the request, unless otherwise specified in writing by the Project Authority.
- 4) Failure by the Offeror to submit a valid proposal in accordance with the time frame specified above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the offer. The Offeror will then be by-passed and the Project Authority will send the request to the next ranked Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other methods.
- 5) Upon acceptance by the Project Authority of the Offeror's proposal for the services, the Offeror will be authorized by a Contracting Authority to proceed with the work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- 6) The Offeror must not commence work until the Call-up against the Standing Offer has been signed by the Contracting Authority. The Offeror acknowledges that any and all work performed in the absence of a Call-up against the Standing Offer signed by the Contracting Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

7.10 Call-up Instrument

The work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs below.

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

7.11 Limitation of Call-ups

N/A

7.12 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$500,000.00 (applicable taxes and all expenses included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.13 Priority of Documents

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

- a) the Call-up against the Standing Offer, including any annexes:
- b) the articles of the Standing Offer:
- the general conditions 2005 (2017-06-21), General Conditions Standing Offers Goods or Services; c)
- d) Annex "A", Statement of Work;e) Annex "B", Basis of Payment;
- Annex "C", Security Requirements Check List (SRCL);
- g) the Offeror's Offer dated (identified at issuance of the Standing Offer).

7.14 **Certifications and Additional Information**

7.14.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.14.2 SACC Manual Clauses

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

7.15 Applicable Laws

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

Buyer ID - Id de l'acheteur Shuo Chen

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.

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

<u>2035</u> (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract with the following adaptations:

- References to Public Works and Government Services Canada (PWGSC) are <u>replaced by</u> Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC);
- b) "Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16," is **deleted** from the text under Section 2 Standard Clauses and Conditions;
- c) Section 12, Subsection 1 is amended as follows:

Delete: in its entirety

- Insert: "Invoices must be submitted by Email to the Project Authority in the Offeror's name. The Offeror must submit invoices for each delivery or shipment; invoices must only apply to the Call-ups against the Standing Offer. Each invoice must indicate whether it covers partial or final delivery".
- d) Section 12, Subsection 2, paragraph a. is amended as follows:

Delete: in its entirety

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

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.3.2 Delivery Date

Delivery must be completed in accordance with the Call-up against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

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

7.5.2 Limitation of Expenditure

- 1. The Offeror will be paid for Work performed pursuant to each approved Call-up, in accordance with Annex "B" Basis of Payment. Canada's total liability to the Offeror under the Call-up must not exceed the Total Price specified in the Call-up.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Offeror unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Offeror must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Offeror must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Offeror considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Offeror must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Offeror does not increase Canada's liability.

7.5.3 Travel and Living Expenses

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

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

All payments are subject to government audit.

Total Authorized Cost: \$30,000.00 (taxes included)

7.5.4 Travel Time

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

Time spent by a Offeror traveling to and from specific pre-authorized work assignments where the distance is more than 100 kilometers from the Offeror's work location may be billed at 50% of the Offeror's per diem or hourly rate.

Where the time traveled is more or less than a day, per diem rates will be converted to hourly rates based on a 7.5-hour day when calculating reimbursement costs.

7.5.5 Other Direct Expenses

Cital Cital

The Offeror will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Total Authorized Cost: \$15,000.00 (taxes included)

7.5.6 Terms of Payment

H1008C (2018-05-12), Monthly Payment

7.5.7 Electronic Payment of Invoices – Call-up

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

Direct Deposit (Domestic and International);

7.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Call-up;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:

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

7.7 Insurance Requirements

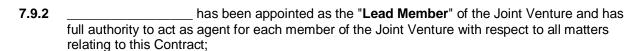
Canada is not responsible to recompense for personal or property injury to the Offeror or the Offeror's deployed resources, while providing services on behalf of CIRNAC, throughout the duration of the Callup. The Offeror must maintain the appropriate insurance coverage for its deployed resources, including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

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

7.8 Official Languages

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

- **7.9 Joint Venture** (may delete where the Offeror is not a Joint Venture)
- **7.9.1** The joint venture (the "Joint Venture") is comprised of the following members: [List Joint Venture members]



- **7.9.3** By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture:
- **7.9.4** The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture:
- **7.9.5** Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and
- **7.9.6** All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract/Call-up.

7.10 T1204 - Information Reporting By Offeror

- **7.10.1** Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to Offerors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- **7.10.2** To enable departments and agencies to comply with this requirement, the Offeror must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to Offerors, in writing or by telephone).

7.11 SACC Manual Clauses

D5328C (2014-06-26) Inspection and Acceptance

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

<u>A9014C</u>	(2006-06-16)	Specific	Person(s)

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

ANNEX "A" - STATEMENT OF WORK

S.W.1 TITLE

Review and recommendation services on the socio-economic components of major project submissions in Nunavut

S.W.2 BACKGROUND

The Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) is responsible for the sustainable development and co-management of Nunavut's land and resources in accordance with relevant Acts. CIRNAC's Nunavut Regional Office implements the department's responsibilities in Nunavut by:

- managing Crown lands and inland waters in accordance with federal legislation, policies, and guidelines;
- leading the department's participation in co-management processes administered by institutions of public government; and
- · promoting compliance with regulatory authorizations through inspections and enforcement activities.

Nunavut has experienced an increased level of activity in mineral exploration; mine development; oil and gas exploration; marine transportation; municipal and industrial infrastructure development; and mine closure, restoration and abandonment undertakings. As a result, CIRNAC requires a range of expertise in the field of socio-economic impact assessment to effectively evaluate proposals, prepare written submissions, and track issues. In the territory, environmental impact assessments (EIAs) are conducted pursuant to Article 12 of the Nunavut Agreement (formerly referred to as the Nunavut Land Claims Agreement), which is brought forward into legislation in Part 3 of the Nunavut Planning and Project Assessment Act (NuPPAA). The Nunavut Impact Review Board (NIRB), an institution of public government, is responsible for conducting EIAs for the majority of projects situated in the Nunavut Settlement Area pursuant to the Nunavut Agreement and NuPPAA. CIRNAC participates in EIAs conducted by the NIRB as an intervener and technical advisor. Primary activities include the provision of technical comments on project proposals and participation in public meetings. The Minister of Northern Affairs together with other responsible federal ministers has a decision-making role in the approval of projects recommended by the NIRB. If a project is allowed to proceed, CIRNAC is responsible for ensuring compliance with terms and conditions specified in a Project Certificate issued by the NIRB.

CIRNAC promotes a collaborative approach when evaluating the Environmental Impact Statements of submitted project proposals. As a result, CIRNAC aims to coordinate its socio-economic reviews with other interested parties who share similar mandates which include but are not limited to the Government of Nunavut, Designated Inuit Organizations under the Nunavut Agreement, and affected communities (municipal government and Hunters and Trappers Organization representatives). When necessary, expert advice is drawn upon through Call-ups against Standing Offer Agreements to support departmental interventions to the NIRB.

CIRNAC has identified categories requiring such expertise, which include:

- 1. Socio-economic impact analysis;
- 2. Cumulative socio-economic effects assessment;
- 3. Economic analyses and assessments:
- 4. Review of environmental and socio-economic impact assessments;
- 5. Monitoring and evaluation program design; and
- 6. Qualitative, quantitative, and/or participatory research.

S.W.3 OBJECTIVE

CIRNAC requires ongoing contracted services in the following areas on an "as and when required basis":

3.1 Undertake comprehensive reviews and provide recommendations on socio-economic components of major project proposal submissions (e.g. draft and final Environmental Impact Statements) in support of CIRNAC's regulatory mandate.

3.2 Attend public meetings with the Proponent and be prepared to make recommendations with clear rationales as to why they are required.

S.W.4 DEFINITIONS

The following definition apply to all Call-up(s) against the Standing Offer.

"Contractor" refers to the legal entity and the SO holder who executes a Call-up against the Standing Offer (SO).

S.W.5 TASKS AND ACTIVITIES

As detailed in a Call-up issued by CIRNAC to this Standing Offer, the Contractor shall on an "as and when required":

- 5.1 Provide expert technical support on the socio-economic review of project proposals (i.e., Environmental Impact Statements) submitted to the Nunavut Impact Review Board (NIRB).
- 5.2 Attend meetings, workshops, or community consultations on behalf of CIRNAC in relation to project proposals undergoing environmental impact assessment by NIRB.
- 5.3 Perform other related work within the ability of the Contractor and the scope of this agreement as requested by the Departmental Representative; and
- 5.4 Attend and participate in site visits, meetings, teleconferences, and/or hearings as identified in each individual Call-up against the Standing Offer Agreement.

S.W.6 DELIVERABLES

The Contractor shall:

- 6.1 On or before the due dates identified in each Call-up against the Standing Offer Agreement, submit to the Departmental Representative a report(s) that provides review comments, recommendations or presentations on the specific work required in the form(s) specified in each individual call-up (e.g., Microsoft Word, Excel, PowerPoint). Comments provided by the Departmental Representative on draft versions must be considered in the final report(s).
- 6.2 On an "as and when required" basis, as specified in each individual Call-up, prepare summary reports that provide reviews, comments and recommendations.

S.W.7 CONSTRAINTS

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

S.W.8 DEPARTMENTAL SUPPORT

- 8.1 Provide the Contractor with project specific instructions in the form of a Call-up against the Standing Offer Agreement;
- 8.2 Provide background information relative to the work specified in the Call-up against the Standing Offer Agreement, as required and determined in consultations with the Contractor;

- 8.3 Assist in obtaining information applicable to the Call-up against the Standing Offer which may not be easily obtained by the Contractor (in particular, all relevant documents will be made available. including, but not limited to, the Department of Crown-Indigenous Relations and Northern Affairs Act, Nunavut Agreement, the Nunavut Planning and Project Assessment Act, applicable Nunavut Impact Review Board Guidelines, and pertinent departmental guidelines); and
- 8.4 In conjunction with the Project Coordinator(s), make arrangements and contact with Project Proponents, as required.
- 8.5 Provide contact information for all necessary stakeholders, and where necessary book venues and provide logistical support for meetings, briefings, and events to be held within Nunavut.

S.W.9 LOCATION OF WORK AND TRAVEL

- 9.1 Wherever possible, work will be performed at the offices of the Contractor. However, occasions may arise where the Contractor will be required to attend public meetings or work out of the offices of CIRNAC's Nunavut Regional Office located in Igaluit, Nunavut. The Contractor would be subject to escort requirements for any activities on Government of Canada premises.
- 9.2 Infrequent travel to and from the locations of Nunavut Impact Review Board public meetings (technical meetings and public hearings) may be required in support of intervening departmental staff. As and when such travel is required, details will be identified and costed within individual Callups. An approved travel plan will be developed for all required travel.
- 9.3 All services specified in the Call-ups will be delivered in accordance with the applicable terms and conditions of the Nunavut Land Claims Agreement.

S.W.10 LANGUAGE REQUIREMENT

The language of communications with CIRNAC is in English. The proposed resource(s) must be able to work, communicate effectively and efficiently in English (reading, oral and in writing).

S.W.11 RESOURCE SUBSTITUTION OR REPLACEMENT

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

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

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

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

For substitute or replacement of any resource(s), where the offered substitute or replacement resource(s) are not in the Standing Offer, each of the new resource(s) must meet Mandatory Requirement M3 and must obtain at least 70% of the total Point-Rated Technical Criteria R3 and/or R4, as identified in article 4.5 of the original RFSO.

Should the offered substitute or replacement resource(s) not meet above requirements, CIRNAC reserves the right to refuse any offered substitute or replacement resource(s). Under no circumstances shall the

SO holder allow performance of the services by substitute or replacement resource(s) that have not been duly authorized by the Project Authority.

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

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

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

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ANNEX "B" - BASIS OF PAYMENT

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

Initial Period: SO award date to September 30, 2023 inclusive Option Year 1: October 1, 2023 to September 30, 2024 inclusive Option Year 2: October 1, 2024 to September 30, 2025 inclusive

Resource Category	All-inclusive Per-diem Rate (Initial Period)	All-inclusive Per- diem Rate (Option Year 1)	All-inclusive Per- diem Rate (Option Year 2)		
Project Manager	\$	\$	\$		
Senior Technical Expert	\$	\$	\$		

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

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

Limitation of Expenditure – Travel and Living Expenses: \$30,000.00 (applicable taxes included)

Limitation of Expenditure – Miscellaneous Expenses: \$15,000.00 (applicable taxes included)

ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST (SRCL)

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Telephone No. ~ N° de téléphone 819-953-9610	Facsimile / 819-953-7	No N° de télécopieur 1721	E-erail address - Adr countel shuo chen@canada		Date 2020-07-03				
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Notes: this signature page will be updated upon Standing Offer award.