



**Return Bids by email:**

[nrcan.bcbidssubmission-cbsoumissiondesoffres.rncan@canada.ca](mailto:nrcan.bcbidssubmission-cbsoumissiondesoffres.rncan@canada.ca)

**Request for Standing Offer  
Demande d'offre à commandes**

Canada, as represented by the Minister of Natural Resources Canada, hereby requests a Standing Offer on behalf of the client identified herein.

Le Canada, représenté par le ministre des Ressources naturelles Canada, autorise par la présente, une offre à commandes au nom de client identifié ci-après

**Comments – Commentaires :**

**Issuing Office – Bureau de distribution :**

Finance and Procurement Management Branch  
Natural Resources Canada  
506 Burnside Road West  
Victoria BC  
V8Z 1M5

<b>Title – Sujet:</b> <b>Financial Due Diligence and Audit for Natural Resources Canada (NRCan) Funding Programs in Modern Treaty / Comprehensive Land Claim Agreements Regions and Other Regions</b>	
<b>Solicitation No. – No de l'invitation</b> <b>NRCan-5000048190</b>	<b>Date</b> <b>August 7 2020</b>
<b>Client Reference No. - N° de reference du client</b>  <p style="text-align: center;"><b>153074</b></p>	
<b>Solicitation Closes – L'invitation prend fin:</b> <b>at – à 02:00 PM EDT</b> <b>on September 16, 2020</b>	
<b>Address Enquiries to: - Adresse toutes questions à:</b>  <p style="text-align: center;">Nadia Kelly Supply Specialist (236)464-5236 <a href="mailto:Nadia.kelly@canada.ca">Nadia.kelly@canada.ca</a></p>	
<b>Security – Sécurité</b>  <p style="text-align: center;"><b>THERE ARE SECURITY REQUIREMENTS ASSOCIATED WITH THIS REQUIREMENT</b></p>	
<b>Destination – of Goods, Services and Construction:</b> <b>Destination – des biens, services et construction:</b>  <p>Natural Resources Canada 580 Booth Street Ottawa, On K1A 0E4</p>	
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>          <b>Telephone No.:- No. de téléphone: _____</b> <b>Email : - Courriel : _____</b>	
<b>Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>          <p>_____ Signature</p> <p>_____ Date</p>	



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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 to be provided;
- Part 6 Security and Insurance Requirements:** includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:**
  - 7A,** includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B,** includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include:

- Annex "A" - Statement of Work
- Annex "B" - Basis of Payment
- Annex "C" - Security Requirement Checklist
- Annex "D" - Non-Disclosure Agreement
- Annex "E" - Vendor Performance Evaluation
- Annex "F" - Quaterly Usage Report Schedule
- Annex "G" - Call-Up Form

### 1.2 Summary

- 1.2.1 The intent of this procurement is to establish a Standing Offer for financial consultant services to support the administration of Natural Resources Canada funding programs. Natural Resources Canada manages many competitive funding programs in the natural resources sector, including energy, forests, and mines and minerals. Financial consultants are often retained to support due diligence on applicants who are successful in the proposal review stage but prior to signing financial contribution agreements. Also, for proponents selected for funding, there is typically a need for consultant support in conducting desk audits, often on the first substantial financial claim, and for full financial/compliance audit of proponents at or near the conclusion of the project. One of the drivers of this procurement is the Clean Energy for Rural and Remote Communities (CERRC) program, which specifically targets many communities located in Modern Treaty / CLCA regions.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 – Security and Insurance Requirement, and Part 7A – Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Suppliers should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 The requirement is subject to the provisions of the following Trade Agreement:
  - World Trade Organization-Agreement on Government Procurement (WTO-AGP)
  - Canada-Chile Free Trade Agreement (CCFTA)
  - Canada-Colombia Free Trade Agreement
  - Canada-Honduras Free Trade Agreement
  - Canada-Korea Free Trade Agreement (CKFTA)
  - Canada-Panama Free Trade Agreement
  - Canada-Peru Free Trade Agreement (CPFTA)
  - Canada-Ukraine Free Trade Agreement
  - Canadian Free Trade Agreement (CFTA)
  - Comprehensive Economic and Trade Agreement (CETA)
  - Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)And all Comprehensive Land Claim Agreement (CLCA) in Canada.

It must be noted that Trade Agreements pose no impediment to the inclusion of measures for the benefit of Indigenous Peoples and/or business in a procurement; including procurement obligations pursuant to Comprehensive Land Claims Agreement (CLCA).



- 1.2.4 The Request for Standing Offer (RFSO) is to establish standing offers for the delivery of the requirement detailed in the RFSO to NRCan offices across Canada and including areas subject to Comprehensive Land Claims Agreements (CLCAs) with the exception of the Nunavut Settlement Area.

NRCan will use the Standing Offer Arrangement (SOA) as deemed necessary, and reserves the right to use other methods of supply at its sole discretion as appropriate. This includes, but is not limited to, the right to allocate work and issue call-ups directly to SOA holders based on the location of the Offeror, namely the Canadian city in which the resource/Offeror is located.

### **1.3 Debriefings**

After issuance of a standing offer, 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.

### **1.4 Use of an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.



## PART 2 – OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 call-ups issued against the Standing Offer, otherwise known as contract(s).

The **2006 (2020-05-28)** Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

**In the complete text content (except Section 3) Delete:** “Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada”; **Delete:** “PWGSC” and **Insert:** “NRCan”.

**Sub-Section 5.4 - Submission of Offers**, is amended as follows:

DELETE: 60 days  
INSERT: 120 days

**Section 8 – Transmission by facsimile or by ePost Connect:** Not applicable

**Under Subsection 2 of Section 20:** Not applicable

#### 2.1.1 The Following *SACC Manual* Clauses Shall Apply

C3011T (2013-11-06), Exchange Rate Fluctuation  
M0019T (2007-05-25), Firm Price and/or Rates  
M3020T (2016-01-28), Status and Availability of Resources  
M3021T (2012-07-16), Education and Experience

### 2.2 Submission of Offers

Electronic transmission of proposals is permitted. It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document:

[nrcan.bcbidsubmission-cbsoumissiondesoffres.nrcan@canada.ca](mailto:nrcan.bcbidsubmission-cbsoumissiondesoffres.nrcan@canada.ca)

#### IMPORTANT

It is requested that you write the following information in the object of the e-mail:

**Subject: NRCan-5000048190**

Failure to do so may result in bids being misdirected. The email address above is reserved for the submission of your proposal. No other communication should be sent to that address.

**Due to the nature of the Request for Standing Offers, transmission of offers by facsimile will not be accepted.**

NRCan will not assume responsibility for proposals directed to any other location. The onus is on the Offeror to ensure that the proposal is submitted correctly. Not complying with the above instructions may result in NRCan’s inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

### 2.3 Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### 2.4 Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **ten (10)** business 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 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 Canada.

To comply with the [Code of Conduct for Procurement](#), Offerors are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

## **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.

## **2.6 Basis for Canada's Ownership of Intellectual Property**

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- Statutes, regulations or prior obligations of Canada to a third party or parties preclude Contractor ownership of the Intellectual Property Rights in Foreground Information.



## PART 3 – OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- Section I: Technical Offer (1 electronic copy)
- Section II: Financial Offer (1 electronic copy in a separate file)
- Section III: Certifications (1 electronic copy)
- Section IV: Additional Information (1 electronic copy)

Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid.

No payment shall be made for costs incurred by the Offeror in the preparation and submission of an offer in response to this RFSO.

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) use a numbering system that corresponds to the bid solicitation.

#### Section I: Technical Offer

In their technical bid, Offerors should demonstrate their understanding of the requirements contained in the bid solicitation and in accordance with the Statement of Work (Annex "A") and explain how they will meet these requirements. Offerors should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation **is not** sufficient. In order to facilitate the evaluation of the bid, 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 bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

All required reports, sample of work and/or other documents should be available to NRCan, with minimal effort on NRCan's part to access the information. In case of any links to sites where material is publicly available or embedded files for all documents should be clearly and easy accessible by NRCan for verification.

The Offeror should clearly identify the proposed resources to be assigned in accordance with the format specified in **Annex "B"**.

#### Section II: Financial Offer

Offerors must submit their financial bid in accordance with the following:

- a. A firm all inclusive per diem rate for the provision of professional services in the format contained in Part 4 Evaluation Procedures and Basis of Selection - 4.2 Financial Evaluation.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

- b. For Canadian-based Offerors, prices must be in Canadian funds, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.
- c. For foreign-based Offerors, prices must be in Canadian funds, Canadian customs duties and excise taxes and GST or HST excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the rates and prices submitted by foreign-based Offerors.

For the purpose of the bid solicitation, Offerors with an address in Canada are considered Canadian-based Offerors and Offerors with an address outside of Canada are considered foreign-based Offerors.

#### Section III: Certifications

Offerors must submit the certifications required under Part 5.

#### Section IV: Additional Information

##### Supplier's Proposed Sites or Premises Requiring Safeguarding Measures

- As indicated in Part 6 under Security Requirements, the Supplier must provide the full addresses of the Supplier's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:



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

- The Company Security Officer must ensure through the [Contract Security Program](#) that the Supplier and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6, clause 6.1, Security Requirements.





## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 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 Canada will evaluate the offers. Also, an evaluation team composed of representatives of Canada and/or consultant may evaluate the bids.

#### 4.1.1 Technical Evaluation

#### 4.1.2 Mandatory Technical Criteria

The Mandatory Criteria listed below will be evaluated on a pass/fail basis. Bidders are advised to address each criterion in sufficient depth to permit a complete assessment by the evaluation team, and in the order in which they appear in the table below. Proposals that fail to respond to the mandatory criteria may be excluded from further consideration.

Bidders should provide a complete description of relevant experience, including how the experience is relevant to the criterion; simply listing experience without providing supporting information is not sufficient. This includes where the stated qualifications/experience were obtained, when (years and months), and how (through which activities/ responsibilities).

Formal or classroom education shall not be considered work experience; co-op work terms or internships however are considered work experience, provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once for duration. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

### MANDATORY CRITERIA FOR ALL TASK

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	The Bidder <b>must</b> provide detailed curriculum vitae (CV) for each member of their team who will be participating in the work.		
M2	At least one member of the bidder’s team <b>must</b> have at least three years of experience in the provision of financial analysis services to a government agency (federal, provincial and/or municipal), department or organization related to the Procurement (contracts) or Contribution (transfer payment) processes OR at least five years of experience in the provision of financial analysis services to non-government and/or government clients.		
M3	A minimum of three project summaries that the bidder’s team delivered <b>must</b> be provided. Different team members may have different project summaries submitted.  Each project summary must include the following:  <ol style="list-style-type: none"> <li>1. the name of the client organization;</li> <li>2. a brief description of the scope of services provided;</li> <li>3. the dates and duration of the project;</li> <li>4. the dollar value of the project (to the Bidder);</li> <li>5. a description of the methodology employed in the delivery of financial analysis services;</li> <li>6. the name and role of each of the Bidder’s resources involved in the provision of financial analysis services;</li> <li>7. the total level of effort for the duration of the project; and</li> <li>8. valid contact information of the client Project Authority to whom the Bidder reported.</li> </ol>		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail						
M4	<p>The Bidder <b>must</b> provide a <b>proposed Work Plan</b> to conduct one, two, or all three Tasks in the Statement of Work.</p> <p>Referencing the grid below, supplier must score the passing mark:</p> <table border="1" data-bbox="245 499 1089 1120"> <thead> <tr> <th colspan="2" data-bbox="245 499 1089 532">EVALUATION GRID</th> </tr> </thead> <tbody> <tr> <td data-bbox="245 532 347 795">PASS</td> <td data-bbox="347 532 1089 795">Plan comprehensive and makes sense. Clear, detailed description and explanation of the work that will be done and linked to the project objectives. Personnel proposed and person-days allocated make sense for the task and provides excellent resourcing for the task. All major items were addressed, answers were appropriate. Incorporated useful options, suggestions, alternative approaches. The information provided clearly shows the bidder fully understands all elements of the corresponding task.</td> </tr> <tr> <td data-bbox="245 795 347 1120">FAIL</td> <td data-bbox="347 795 1089 1120">Insufficient project plan provided: description very superficial; absence of details or mediocre explanations. Demonstrates partial comprehension. Some deficiencies exist in the areas assessed, some items were not addressed. Personnel proposed and/or person-days allocated are not suitable for the task and/or provides inadequate resourcing for the task. The information provided shows a limited understanding of the specified criteria, without showing that the bidder fully understands all elements of the corresponding task. The bidder shows basic communication skills. The project results presented are poor and non-significant.</td> </tr> </tbody> </table>	EVALUATION GRID		PASS	Plan comprehensive and makes sense. Clear, detailed description and explanation of the work that will be done and linked to the project objectives. Personnel proposed and person-days allocated make sense for the task and provides excellent resourcing for the task. All major items were addressed, answers were appropriate. Incorporated useful options, suggestions, alternative approaches. The information provided clearly shows the bidder fully understands all elements of the corresponding task.	FAIL	Insufficient project plan provided: description very superficial; absence of details or mediocre explanations. Demonstrates partial comprehension. Some deficiencies exist in the areas assessed, some items were not addressed. Personnel proposed and/or person-days allocated are not suitable for the task and/or provides inadequate resourcing for the task. The information provided shows a limited understanding of the specified criteria, without showing that the bidder fully understands all elements of the corresponding task. The bidder shows basic communication skills. The project results presented are poor and non-significant.		
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**MANDATORY CRITERIA FOR TASK 1:**

M5	<p>For financial due diligence on financial claims, the proposed resources performing the diligence work <b>must</b> have a combination of education and experience that demonstrates an ability to perform the work.</p> <p>For resources with formal education such as a degree or diploma in a field related to financial administration, the resource must have significant and relevant work experience as follows:</p> <ul style="list-style-type: none"> <li>○ Experience: within the past five (5) years, <b>MUST</b> have a minimum of one (1) years experience of due diligence.</li> </ul> <p>In the absence of formal education, significant and relevant work experience will be considered as follows:</p> <ul style="list-style-type: none"> <li>○ Experience: within the past five (5) years, <b>MUST</b> have a minimum of three (3) years experience of due diligence.</li> </ul>		
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**MANDATORY CRITERIA FOR TASK 2:**

M6	<p>For financial desk audits on financial claims, the proposed resources performing the desk audit work <b>must</b> have a combination of education and experience that demonstrates an ability to perform the work.</p> <p>For resources with formal education such as a degree or diploma in a field related to financial administration, the resource must have significant and relevant work experience as follows:</p> <ul style="list-style-type: none"> <li>○ Experience: within the past five (5) years, <b>MUST</b> have a minimum of one (1) years experience of due diligence.</li> </ul> <p>In the absence of formal education, significant and relevant work experience will be considered as follows:</p> <ul style="list-style-type: none"> <li>○ Experience: within the past five (5) years, <b>MUST</b> have a minimum of three (3) years experience of financial desk audits on financial claims.</li> </ul>		
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**MANDATORY CRITERIA FOR TASK 3:**

<b>M7</b>	<p>For financial audit of proponents, the proposed resources performing the task <b>must</b> hold a Chartered Account (CA), Chartered Professional Accountant (CPA), or equivalent designation such as, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>• CMA, CGA, CIA, CGAP, etc.</li> </ul> <p><b>AND must</b> have the following significant and relevant work experience:</p> <ul style="list-style-type: none"> <li>• Experience: within the past five (5) years, <b>MUST</b> have a minimum of one (1) years experience of financial audit.</li> </ul>		
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**4.2 Financial Evaluation**

**FIRM PER DIEM RATE**

The Firm Per Diem Rate(s) is based on 7.5 hours (seven hours and 30 minutes) exclusive of meal breaks with no provision for annual leave, statutory holidays and sick leave. The Primary Resource’s all-inclusive firm per diem rate for the completion of this project is in Canadian funds and does not include applicable taxes

The Per Diem Rate(s) is ‘all inclusive’ except for travel expenses on project business outside 60km of the immediate area of the supplier’s place of business (to be clarified at time of awarding Standing Offer) that is pre-approved by the NRCan Technical Authority), and GST/HST. Charges for expenses which are normally incurred in the provision of services, such as labour for conducting negotiations and providing estimates, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, copying/printing charges, office supplies, computer hardware and software charges, courier, long distance telephone charges, travel from a personal residence to the NRCan site in the National Capital Region, local travel and the like, must be included in the rates and will not be permitted as additional charges to the contract.

Offerors should submit a Financial Offer in response to this RFSO for the professional services listed below. The following price table will be used to perform the financial evaluation. (Additional rows may be added if required.)

**TASK 1**

	Resources	Category/Title	Firm Per Diem Rate
1.	<i>ex. Joe Regular</i>	<i>Senior Financial Consultant</i>	<b>\$0.00</b>

**TASK 2**

	Resources	Category/Title	Firm Per Diem Rate
1.	<i>ex. Joe Regular</i>	<i>Senior Financial Consultant</i>	<b>\$0.00</b>

**TASK 3**

	Resources	Category/Title	Firm Per Diem Rate
1.	<i>ex. Joe Regular</i>	<i>Senior Financial Consultant</i>	<b>\$0.00</b>

**Refresh Period**

Pricing is for the first year of the standing offer. Price refresh will be allowed once annually.

Prices that are refreshed will be subject to review and price support may be required.

Any increase may be subject to justification.



### **Ongoing Opportunity to Qualify**

Opportunities for additional bidding may be made available by Canada during which a Supplier may choose to submit a bid containing an entirely new bid, or may propose to modify its Standing Offer by adding Tasks and/or other changes as appropriate. Participating in the refresh solicitations is entirely optional and not required.

### **4.3 Basis of Selection**

#### **4.3.1 Mandatory Technical - Rates - Services**

A bid must comply with the requirement of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

Suppliers must submit firm per diem rates for the resources they can provide as per "4.2" Financial Evaluation.



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and associated information to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

The certifications provided by Offerors to Canada is subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a Contractor in default in carrying out any of its obligations under any resulting contracts, 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, 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

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

#### 5.1.1 Integrity Provisions – Declaration of Convicted Offences

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

### 5.2 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 inform the Offeror of a time frame with which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

#### 5.2.1 Integrity Provisions – List of Names

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

- Offerors who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror or, in the case of a private company, the owners of the company.
- Offerors bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Offerors bidding as partnerships do not need to provide lists of names.

Name of Offeror: \_\_\_\_\_

OR

Name of each member of the joint venture:

- Member 1: \_\_\_\_\_
- Member 2: \_\_\_\_\_
- Member 3: \_\_\_\_\_
- Member 4: \_\_\_\_\_

Identification of the administrators/owners:

SURNAME	NAME	TITLE



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**5.2.2 Federal Contractors 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 Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](#) website.

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 Status and Availability of Resource**

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 Canada's representatives and at the time specified in a call-up or agreed to with Canada'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 Canada. 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.

**5.2.4 Education and Experience Certification**

The Offeror certifies that all information provided herein is accurate. Furthermore, the Offeror certifies that the personnel proposed for this requirement are capable of satisfactorily performing the requirement described herein.

**5.2.5 Former Public Servants**

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 below 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, 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

**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:

- (b) An individual; who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

**Former Public Servant (FPS) 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;
(b) Date of termination of employment or retirement from the Public Service.

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, Number of weeks:
(g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program:
(h) Other Contracts subject to Work Force Reduction Program Restrictions:

Contract Number:

Contract Amount (Professional Fees):

Blank lines for entering contract numbers and amounts.

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 the Goods and Services Tax or Harmonized Sales Tax.

5.2.6 Aboriginal Designation

An Aboriginal business, which can be:

- i. band as defined by the Indian Act
ii. a sole proprietorship
iii. a limited company
iv. a co-operative
v. a partnership
vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture. This is to confirm:

- Our Company is an Aboriginal Firm, as identified above
Our Company is NOT an Aboriginal Firm



## PART 6 – SECURITY AND INSURANCE REQUIREMENTS

### 6.1 Security Requirement

There is security requirement associated with this Request for Standing Offer and any subsequent call-up.

1. Before award of a Standing Offer, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### 6.2 Insurance Requirements

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





## PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. Standing Offer

#### 7.1 Offer

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

#### 7.2 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex "D", and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.

#### 7.3 Security Requirement

##### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

**7.3.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED A, issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED A.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex "C";
  - (b) Industrial Security Manual (Latest Edition)

#### 7.3.2 Supplier's Sites or Premises Requiring Safeguarding Measures

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

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

**7.3.2.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individual(s) hold a valid security clearance at the required level.

#### 7.4 Standard Clauses and Conditions

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

#### 7.4.1 General Conditions

[2005 \(2017-06-21\) - General Conditions - Standing Offers - Goods or Services](#), apply to and form part of the Standing Offer.

**Section 1 of 2005 (2017-06-21) – Interpretation**, should be amended as follows:

- DELETE: Public Works and Government Services Canada  
 INSERT: Natural Resources Canada



7.4.2 Supplemental General Conditions

Any additional supplemental general conditions, including intellectual property, will be decided during the call-up stages.

7.4.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "E". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still 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:

- 1st quarter: April 1 to June 30;
• 2nd quarter: July 1 to September 30;
• 3rd quarter: October 1 to December 31;
• 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

7.5 Term of Standing Offer

7.5.1 Period of the Standing Offer

The Standing Offer has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The period for awarding call-ups under the Standing Offer begins after award of Standing Offer Arrangement (SOA).

7.5.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer is subject to all Comprehensive Land Claims Agreement(s) (CLCA) and their respective geographical locations, however note that the Standing Offer is not to be for used for the Nunavut Settlement Area.

7.6 Authorities

7.6.1 Standing Offer Authority

The Standing Offer Authority is:

Nadia Kelly
Supply Specialist
Natural Resources Canada
506 Burnside Road West
Victoria, BC
V8Z 1M5
Tel: 236-464-5236
Email: nadia.kelly@canada.ca

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

7.6.2 Technical Authority (to be determined at the issuance at SOA )

The Technical Authority for the Standing Offer is:

Name: \_\_\_\_\_
Title: \_\_\_\_\_
Organization: \_\_\_\_\_
Address: \_\_\_\_\_
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_
E-mail address: \_\_\_\_\_

The Technical Authority for the Standing Offer is identified in the call-up against the Standing Offer.



The Technical 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.

**7.6.3 Offeror's Representative** (to be determined at the issuance of the SOA)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

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

**7.8 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is Natural Resources Canada.

**7.9 On-going Opportunity for Qualification**

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a standing offer, will not be required to submit a new arrangement.

The Offeror will also be able to update the prices of the services offered in the standing offer once a year.

**7.10 Call-up Procedures**

- A. A call-up must be completed under the Standing offer using Annex "H" Call-Up Form.
- B. For each requirement, the identified user will provide the Standing Offer (SO) holder with a Statement of Work (SOW) via email. At minimum the SOW should contain the following information:
  - Description of the work
  - Estimated Level of Effort
  - Location of work
  - Etc.
- C. NRCan will use the SOA as deemed necessary, and reserves the right to use other methods of supply at its sole discretion as appropriate. This includes, but is not limited to, the right to allocate work and issue call-ups directly to Standing Offer holder (SOH) based on the location of the Offeror, namely the Canadian city or the CLCA region in which the resource/SOH is located.

**7.11 Standing Offer: Vendor Report Card**

NRCan will be evaluating the performance of Standing Offer Holders during the course of awarded Call-up when they fail to meet the minimum performance acceptability criteria. The performance will be evaluated against Annex "D" – Vendor Report Card.

The purpose of the Vendor Report Card is intended to promote ongoing communications with and acceptable performance from the Standing Offer Holders. The Vendor Report Card is to be used for call-up that fails to meet the minimum performance acceptability criteria to provide the Standing Offer (SO) Holder with an assessment of their performance. The SO holder shall have the opportunity to provide comments on their scored performance. At the end of a call-up that fails to meet the minimum performance acceptability criteria, the Vendor Report Card will be provided to the SO Holder for their response and the final score attributed by NRCan shall be deemed final, at NRCan's full discretion.

The Technical Authority will assess the Call-up deliverables, as necessary. Such penalties could result in one or more of the following:

- Deny inviting the SO Holder on the next two (2) opportunities after two failed scores.
- Deny inviting the SO Holder on any future requirements after the third failed score; supplier would then have to re-qualify.



### 7.11 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the Call-Up form in Annex "G".

### 7.12 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

### 7.13 Priority of Documents

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

- a) The Call up Against the Standing Offer, including any annexes;
- b) The Articles of the Standing Offer;
- c) Supplemental general conditions as per each call-up (for example 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information);
- d) The General Conditions [2005 \(2017-06-21\)](#), General Conditions - Standing Offers - Goods or Services
- e) the general conditions [2010B \(2020-05-28\)](#), General Conditions – Services (medium complexity);
- f) Annex "A" - Statement of Work;
- g) Annex "B" - Basis of Payment;
- h) Annex "C" – Security Requirement Checklist
- i) Annex "D" – Non-Disclosure Agreement
- j) Annex "E" – Vendor Report Card
- k) Annex "F" – Quaterly Usage Report Checklist
- l) Annex "G" – Call-Up Form
- m) The Offeror's offer dated \_\_\_\_\_.

### 7.14 Certifications

#### 7.14.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing 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.

### 7.16 Transition to an e-Procurement Solution (EPS)

During the period of the standing offer, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the Standing Offer's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Supplier with at least a three-month notice to allow for any measures necessary for the integration of the Standing Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Supplier chooses not to provide the Standing Offer of their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

### 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.

#### 7.17 Statement of Work

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

### 7.18 Standard Clauses and Conditions

#### 7.18.1 General Conditions

[2010B \(2020-05-28\)](#), General Conditions - Professional services (medium complexity).



## 7.18.2 Supplemental General Conditions

Any additional supplemental general conditions, including intellectual property, will be decided during the call-up stages.

### 7.19 Term of Contract

#### 7.19.1 Period of the Contract

The period of the Contract is from date of Contract to **(TBD in resulting call-ups)** inclusive.

#### 7.19.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Call-Up Form: \_\_\_\_\_.

#### 7.19.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer is subject to all Comprehensive Land Claims Agreement(s) (CLCA) and their respective geographical locations, however note that the Standing Offer is not to be for used for the Nunavut Settlement Area.

### 7.20 Proactive Disclosure of Contracts with Former Public Servants

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

### 7.21 Payment

#### 7.21.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$\_\_\_\_\_ **(TBD in resulting call-ups)**. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable

#### 7.21.2 Limitation of Expenditure

1. Canada's total expenditure to the Contractor is not expected to exceed \$\_\_\_\_\_ **(TBD in resulting call-ups)**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 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.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 7.21.3 Method of Payment

Once of the following methods of payment shall be used in each resulting call-up against the SO

SACC Manual clause H1000C (2008-05-12), Single Payment  
SACC Manual clause H1008C (2008-05-12), Monthly Payment  
SACC Manual clause H3010C (2010-01-11), Milestone Payment



**7.21.4 SACC Manual Clauses**

- A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)
- A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
- A9117C (2007-11-30), T1204 Direct Request by Customer Department
- A3000C (2011-05-16), Aboriginal Business Certification
- C2000C (2007-11-30), Taxes - Foreign-based Contractor
- C0711C (2008-05-12), Time Verification
- C0305C (2008-05-12), Cost Submission
- C0705C (2010-01-11), Discretionary Audit
- A9062C (2010-01-11), Government Site Regulations
- G1005C (2016-01-28), Insurance – No specific Requirement

**7.22 Invoicing Instructions**

Invoices shall be submitted using **one of the following methods:**

<p><u>E-mail:</u></p> <p><a href="mailto:NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca">NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca</a></p> <p><b>Note:</b> Attach "PDF" file. No other formats will be accepted</p>
<b>OR</b>
<p><u>Fax:</u></p> <p>Local NCR region: <b>613-947-0987</b> Toll-free: <b>1-877-947-0987</b></p> <p><b>Note:</b> Use highest quality settings available.</p>

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers: Contract number: \_\_\_\_\_ **(TBD in resulting call-ups)**

Invoicing Instructions to suppliers: <http://www.nrcan.gc.ca/procurement/3485>

**7.23 Insurance Requirements**

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



## ANNEX "A" – STATEMENT OF WORK

### 1.0 TITLE

Financial due diligence and audit for Natural Resources Canada (NRCan) funding programs in Modern Treaty / Comprehensive Land Claim Agreements regions and other regions with the exception of the Nunavut Settlement Area.

### 2.0 BACKGROUND

The intent of this procurement is to establish a Standing Offer for financial consultant services to support the administration of NRCan funding programs.

Natural Resources Canada manages many competitive funding programs in the natural resources sector, including energy, forests, and mines and minerals. Financial consultants are often retained to support due diligence on applicants who are successful in the proposal review stage but prior to signing financial contribution agreements. For proponents selected for funding, there is typically a need for consultant support in conducting desk audits, often on the first substantial financial claim, and for full financial/compliance audit of proponents at or near the conclusion of the project.

NRCan has access to existing procurement vehicles, such as contracts and supply arrangements, for the scope of required financial consultant services; however, they are not appropriate for use in regions with Modern Treaties / Comprehensive Land Claim Agreements (CLCAs) as they were not established with appropriate consideration of government procurement requirements specific to those regions.

CLCAs are modern treaties and settlement agreements that provide clarity of rights to ownership and use of land and resources. Twenty-one of the 25 CLCAs in Canada include procurement obligations. These obligations differ amongst CLCAs, but the broad requirement is that Indigenous businesses operating in a Modern Treaty / CLCA area, must be provided fair opportunity to submit competitive bids for government goods or services contracts in that area.

One of the drivers of this procurement is the Clean Energy for Rural and Remote Communities (CERRC) program, which specifically targets many communities located in Modern Treaty / CLCA regions. The CERRC program was allocated \$220 million over 6 years (starting in April 2018) to reduce the reliance of rural and remote communities on diesel fuel, and support the use of more sustainable, renewable power and energy efficiency solutions. The program aims to support more sustainable energy systems in rural and remote communities through demonstration and deployment of renewable energy systems, energy efficiency solutions, and capacity building. Following two calls for proposals, the majority of the CERRC budget has been provisionally allocated. Of approximately sixty-two projects selected to proceed to due diligence, 26 are located in one or more Modern Treaty / CLCA regions.

Other potentially relevant funding programs include the Energy Innovation Program, Clean Growth Program, Electric Vehicle Infrastructure Demonstrations, Smart Grids, Energy Efficient Buildings R&D, Emerging Renewable Power, Oil and Gas Clean Tech Program, Oil Spill Response Science Program, Indigenous Forestry Initiative, and Investments in Forest Industry Transformation. These programs are currently anticipated to each have between zero and two projects located in Modern Treaty / CLCA regions and are at various stages of due diligence and project execution. Future funding allocations may result in the funding of additional projects which include locations in Modern Treaty / CLCA regions.

### 2.0 OBJECTIVE AND SCOPE

The objective of this Standing Offer Arrangement is to supply financial due diligence and project financial audit services for NRCan-funded projects which include locations in Modern Treaty / CLCA regions, while meeting or exceeding government contracting requirements outlined in the treaties. Specifically, the supplier must perform one or more of the following:

1. Provide a written opinion on the financial capability and risk of each applicant considered for funding and propose mitigation strategies where appropriate (financial due diligence). The supplier must review, as appropriate, the applicant's business plan, financial statements (typically up to three years), and other documentation as required.
2. Conduct desk audits on selected proponent financial claims.
3. Perform detailed financial audit of proponents, for example following project completion or to assess the ability of a proponent to repay a contribution.
4. Provide feedback and/or guidance to the applicant/proponent as required after consulting with the Technical Authority and under its directive.

Based on current funding levels, it is anticipated that approximately 20-30 projects could be delivered in Modern Treaty / CLCA regions. These projects are at various stages of due diligence and project execution. Future funding allocations may result in additional projects in Modern Treaty / CLCA regions.

### 4.0 RESOURCES

Suppliers must identify which person(s) will be working on which task.



## 5.0 TASKS

### General Considerations:

- For clarity, it is not required to submit a bid for all tasks; suppliers must identify which of the tasks they are bidding on.
- The various assessment frameworks and any associated templates must be consistent with the financial risk assessment analyses and ratios generally accepted and used in the industry, and must be developed based on the supplier knowledge and expertise.
- The supplier must obtain copies of and review the appropriate business and financial documentation from the proponent and from NRCan.
- The supplier must review pertinent supporting documentation and, as required, communicate with the proponent by phone and email as necessary to address questions, seek clarification, or request additional information to support an opinion. As required, the NRCan Technical Authority must be in attendance/copied on correspondence.

### Task 1: Financial Due Diligence

**Timeline:** The supplier must draft a financial due diligence report within thirty days of contract award; a final report must be submitted to the Technical Authority within two weeks of receipt of comments from the NRCan Technical Authority.

#### Scope:

1. The supplier must analyze and confirm the due diligence methodology and assessment framework with the NRCan Technical Authority.
2. The supplier must implement the due diligence framework for selected program applicants in order to assess the financial capability and risk associated with each applicant.
3. The supplier must draft a report that outlines the conclusions of each due diligence assessment and provides risk mitigation recommendations, and must submit it to the NRCan Technical Authority for its review.
4. Following review of the draft report by the NRCan Technical Authority, the Supplier must submit a final report incorporating any necessary revisions.

#### Considerations:

- The due diligence report must enable NRCan program staff to understand the financial risks associated with each applicant and implement appropriate mitigation measures for the final report to be accepted by the Technical Authority.
- Information to be reviewed during due diligence must include, but is not necessarily limited to, the proponents' and their funding partners' business plans, financial plans, balance sheets, income statements, cash flow statements, margins and any other financial reports and ratios deemed important.

### Task 2: Desk Audit on Financial Claims

**Timeline:** The supplier must draft a desk audit report within thirty days of contract award; final report must be submitted to the Technical Authority within two weeks of receipt of comments from the NRCan Technical Authority.

#### Scope:

1. The supplier must confirm the desk audit methodology and assessment framework with the NRCan Technical Authority.
2. The supplier must implement the desk audit framework on selected financial claims in order to confirm proponents are tracking and submitting financial claims according to the terms and conditions of the funding program.
3. The supplier must draft a report that outlines the conclusions of each desk audit assessment and submit the draft to the Technical Authority for review.
4. Following review of the draft report by the NRCan Technical Authority, the supplier must submit a final report incorporating any necessary revisions.

#### Considerations:

- The desk audit report must enable NRCan program staff to confirm whether the financial claim was tracked and submitted properly and, where deficiencies exist, determine remedial efforts needed to bring the proponent's financial claims into compliance with the program's terms and conditions for the report to be considered final by the Technical Authority.





- Information to be reviewed during the desk audit must include appropriate invoices and bills, employee time sheets, expense reports, balance sheets, and other information deemed necessary.
- The desk audit report may be shared with the proponent if deemed appropriate by the NRCAN Technical Authority.

### Task 3: Financial Audit of Proponents

**Timeline:** Subject to travel requirements for site visits, the supplier must draft financial audit report within 45 days of contract award, and must submit a final report within two weeks of receipt of comments from the NRCAN Technical Authority.

**Scope:**

1. The supplier must confirm the financial audit methodology and assessment framework with the NRCAN Technical Authority prior to starting the work.
2. The supplier must implement the financial audit framework in order to determine proponent compliance with program terms and conditions including, as required, a review of financial claims and associated invoices, bills, time sheets, expense reports, and other financial information, confirmation of other sources of funding and the total project cost, and a comparison of actual expenditures to the approved budget.
3. The supplier must conduct a site visit to the proponent's offices as required and under the directive of the NRCAN Technical Authority.
4. The supplier must draft a report that outlines the conclusions of the financial audit in sufficient detail to allow the program to:
  - Satisfy its audit requirements under the program terms and conditions;
  - Evaluate if the project will require additional audit(s);
  - Determine if changes are required to the program's internal financial controls with respect to the project or others;
  - Identify any needed adjustments to the NRCAN contribution or total project cost;
  - Compare the variance, if any, between amounts budgeted, eligible expenditures claimed, and actual eligible expenditures incurred;
  - Determine if any repayability requirements have been or will be met; and,
  - Assessment of other issues as required.
5. Following review of the draft report by the NRCAN Technical Authority, the supplier must submit a final report incorporating any necessary revisions as per the Technical Authority review.

**Considerations:**

- The financial audit report must enable NRCAN program staff to confirm whether the proponent is in compliance with financial terms and conditions of the program and, where deficiencies exist, determine appropriate remedial action for the report to be considered final by the Technical Authority.
- A site visit to the proponent's office(s) may be required in order to plan and perform the audit. The supplier resource(s) must perform as much work as possible electronically and via telephone, and review copies of all required documentation, but must account for necessary visits. Travel costs will be reimbursed as per the National Joint Council travel directives.

The audit report may be shared with the proponent if deemed appropriate by the NRCAN Technical Authority.

### 6.0 NRCAN-PROVIDED SUPPORT

NRCAN will designate a Technical Authority who will be responsible for coordinating the work with the supplier and who will be the supplier's primary point of contact. Specifically, the Technical Authority will:

- Manage the contract and coordinate/liaise with the supplier;
- Provide the supplier with submitted applicant documentation and the program terms and conditions.
- Review and approve the assessment framework and associated templates for conducting the due diligence, desk audit,



and/or financial audit evaluations;

- Introduce and facilitate communications between the supplier, the applicant(s)/proponent(s), and other NRCan program staff as needed;
- Review and provide feedback on draft reports;
- Provide acceptance of final reports; and,
- Be available for discussions with the supplier and applicant(s)/proponent(s) as required.

## **7.0 DELIVERABLES**

The supplier must communicate with the NRCan Technical Authority on a weekly or as-needed basis to provide status updates on the work. Draft and final reports must be submitted as per the timelines noted in Section 4. The supplier must notify the NRCan Technical Authority of any issues with timelines and deliverables.

All draft and final reports must be delivered in electronic form via email. Where PDFs are submitted, the original file format (e.g. MS Word) must also be submitted.

## **8.0 WORK LOCATION**

The location of work is the supplier's office(s), and proponent office(s) in the event of a site visit. Proponent's office may be situated all across Canada.

## **9.0 TRAVEL**

Travel may occur in different provinces and territories of Canada upon authorization by the Technical Authority.



**ANNEX "B" – BASIS OF PAYMENT**

To be completed at Standing offer award.

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

**Professional Fees**

The Contractor will be paid an all inclusive fixed time rates as follows:

**TASK 1**

Resources	Category/Title	Firm Per Diem Rate
1. <i>ex. Joe Regular</i>	<i>Senior Financial Consultant</i>	<b>\$0.00</b>

**TASK 2**

Resources	Category/Title	Firm Per Diem Rate
1. <i>ex. Joe Regular</i>	<i>Senior Financial Consultant</i>	<b>\$0.00</b>

**TASK 3**

Resources	Category/Title	Firm Per Diem Rate
1. <i>ex. Joe Regular</i>	<i>Senior Financial Consultant</i>	<b>\$0.00</b>

**Definition of a Day/Proration**

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

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

**Authorized travel and living expenses for Work**

Concerning the requirements to travel described in section 9.2 of the Statement of Work in Annex A, the Contractor 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, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

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

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.



### **Other Direct Expenses**

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work, for example, for rental of meeting rooms, telecommunications and translation. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Charges for expenses which are normally incurred in the provision of services, such as labour for conducting negotiations and providing estimates, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, copying/printing charges, office supplies, computer hardware and software charges, courier, long distance telephone charges, travel from a personal residence to the NRCan site, local travel and the like, must be included in the rates and will not be permitted as additional charges to the contract.

# Annex "C"

19-125

281-19

for ticket # 153074



Government of Canada / Gouvernement du Canada

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

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <i>NRCan</i>	2. Branch or Directorate / Direction générale ou Direction <i>GERD</i>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail <i>Financial review and due diligence assessments</i>		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/> <i>MC</i>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			

Special comments:  
 Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui

If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

Security Classification / Classification de sécurité
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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(les) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		NATO				COMSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production	X															
IT Media / Support TI / IT Link / Lien électronique	X															

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



## ANNEX "D" - NON-DISCLOSURE AGREEMENT

### Non-Disclosure Agreement

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date





## ANNEX “E” – SUPPLIER PERFORMANCE EVALUATION

### Vendor Report Card

**Name of Project:**  
**Contract Number:**  
**Name of Supplier:**  
**Name of Person Completing Form:**  
**Title of Person Completing the Form:**  
**Date of Completion of Form:**  
**Subject of Form (e.g., specific deliverable; project):**

This Report Card is to be used for call-up that fails to meet the minimum performance acceptability criteria required in order to provide the Standing Offer (SO) Holder with an assessment on their performance. The SO Holder shall have the opportunity to provide comments on their scored performance. At the end of the contract, the Report Card will be provided to the SA Holder for their response and the final score attributed by NRCan shall be deemed final, at NRCan’s full discretion.

A score of eight (8) out of twelve (12) is the minimum an SO Holder must obtain to pass. If an SO Holder obtains a failed score on their Report Card, NRCan reserves the right to deny inviting the SA Holder on the next two (2) opportunities after two failed scores. If an SO Holder obtains a third fail, NRCan reserves the right to withdraw their Standing Offer; the SO Holder would then have to re-qualify.

Criteria	Definitions	Score
<b>Communication</b>	<b>Definition:</b> <i>Communications with Strategic Evaluation, Program Officials and Interviewees are professional (e.g., clear, courteous and businesslike).</i>	
	<b>1 Point</b> - Not professional	
	<b>2 Points</b> - Mostly professional.	
	<b>3 Points</b> - Consistently professional.	
	<b>Comments:</b>	
<b>Content</b>	<b>Definition:</b> <i>The content of the deliverables is technically accurate and comprehensive.</i>	
	<b>2 Point</b> - Lacks detail and clarity, contains technical inaccuracies, several statements are not substantiated and many questions are raised that require clarification or adjustments. (i.e.: many grammar, spelling and formatting errors)	
	<b>4 Points</b> - Raises a few questions that require minor clarification or adjustments (i.e.: a few grammar, spelling and/or formatting errors).	
	<b>6 Points</b> - Concise, technically accurate, adequate level of detail, easily understood and contains no errors.	
	<b>Comments:</b>	
<b>Punctuality</b>	<b>Definition:</b> <i>The deliverables are provided according to the established timelines</i>	
	<b>1 Point</b> - Not provided within the timelines and notice was not provided and agreed to prior to the due dates.	
	<b>2 Points</b> - Not provided within the timelines but valid justification(s) and request(s) for extension(s) received and agreed to in advance.	
	<b>3 Points</b> - Provided within the timelines.	
	<b>Comments:</b>	
<b>Total Score Available</b>		12
<b>Total Score Obtained</b>		



## **ANNEX "F" - QUARTERLY USAGE REPORT SCHEDULE**

To be included at the issuance of standing offer



### ANNEX "G" – CALL-UP FORM

<b>Contract Number - Numéro du contrat :</b>				
<b>Contractor's Name and Address – Nom et adresse de l'entrepreneur :</b>				
Total Estimated Cost of Call-Up (Applicable Taxes extra) before any revisions: \$ -				
<b>Amendment (as applicable) – Modification (tel qu'applicable)</b>				
Amendment #1	Authorized Increase or Decrease (GST/HST extra): Augmentation ou réduction autorisée (TPS/TVH en sus) :			
Amendment #2	Authorized Increase or Decrease (GST/HST extra): Augmentation ou réduction autorisée (TPS/TVH en sus):			
<b>Contract Security Requirements (as applicable) :</b> This call-up includes security requirements: <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Refer to the Security Requirements Checklist (SRCL) annex of the Contract. Oui. Voir l'annexe du contrat comprenant la Liste de vérification des exigences relatives à la sécurité (LVERS). Remarks (as applicable) - Remarques (s'il y a lieu):				
<b>Supplemental General Conditions (as applicable):</b> - - -				
<b>Description of the Work – Descriptions des Travaux :</b>				
<b>Method of Payment:</b> <input type="checkbox"/> Single Payment <input type="checkbox"/> Monthly Payment <input type="checkbox"/> Milestone Payment				
<b>Cost Breakdown (to be completed by supplier):</b>				
<b>Name/Category</b>	<b>PWGSC Security File Number</b>	<b>All Inclusive Fixed Daily Rate</b>	<b>Level of Effort (Days)</b>	<b>Total</b>
Professional Services				\$ -
Estimated Authorized Travel and Living Expenses for Work (as per Basis of Payment in Annex "B")				\$ -
Estimated Other Direct Expenses (as per Basis of Payment in Annex "B")				\$ -
Subject to the following Limitation of Expenditure				\$ -
Technical Authority signature (to be signed when sending the initial request to the supplier): Name: _____ Signature: _____ Date: _____				
Contractor's signature (when responding): Name: _____ Signature: _____ Date: _____				
Section 32 signature (approval of the expenditure by NRCan): Name: _____ Signature: _____ Date: _____				
Approved on behalf of the Minister: Name: _____ Signature: _____ Date: _____				