



# REQUEST FOR STANDING OFFER

**RETURN BIDS TO:**

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

[aadnc.soumissionbid.aandc@canada.ca](mailto:aadnc.soumissionbid.aandc@canada.ca)

**REQUEST FOR STANDING OFFERS**

**Proposal to DIAND:**

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

<b>Vendor/Firm</b>
Name
Address
Telephone Number
GST/HST Number
QST Number

Title <b>Engineering, Scientific, Technical and Environmental Evaluation</b>	
Solicitation Number <b>1000215577A</b>	
Date (YYYYMMDD) <b>2021-01-22</b>	
Solicitation Closes At <b>1400</b>	Time Zone  <b>Pacific Standard Time (PST)</b>
On (YYYYMMDD) <b>2020-03-02</b>	
<b>Standing Offer Authority</b>	
Name <b>Kim Fletcher</b>	
Telephone Number <b>604-616-4341</b>	
Facsimile Number	
Email Address <b>kim.fletcher@canada.ca</b>	
Destination(s) of Services <b>Nunavut</b>	
Security <b>THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS</b>	
<b>Instructions:</b>  See Herein	
<b>Delivery Required</b> See Herein	
<b>Person Authorized to sign on behalf of Vendor/Firm</b>	
Name	
Title	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

**1.2.1** Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) is responsible for sustainable development and co-management of the land and its resources in Nunavut in accordance with the *CIRNAC Act*. The Nunavut Regional Office of CIRNAC implements the department's responsibilities to: manage Crown lands and inland waters in Nunavut in accordance with legislation, regulations, departmental and federal policy, and program guidelines; lead departmental participation in the co-management processes of Nunavut's institutions of public government; and the promotion of compliance with regulatory instruments through inspections and enforcement activities. CIRNAC evaluates projects in Nunavut and provides critical review of proposals and advice so that significant adverse environmental effects are prevented or mitigated. CIRNAC is responsible for follow up and regulatory monitoring as defined by CIRNAC's mandate.

Nunavut has experienced an increased level of activity in mineral exploration, mining development, oil and gas exploration, marine transportation, municipal and industrial infrastructure development, mine closure, restoration and abandonment. As such, CIRNAC requires a range of particular expertise and support in evaluating proposals, preparing submissions, tracking environmental issues, and designing and/or undertaking studies.

The department intends to award up to 6 (six) Standing Offer Agreements for a three year period, plus two one-year option periods.

1.2.2 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

1.2.2.1 *Nunavut Land Claims Agreement (NLCA)*

### **1.3 Security Requirements**

Removed

### **1.4 Debriefings**

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

### **1.5 Anticipated migration to 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.

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## **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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [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.

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

Delete: 60 days

Insert: 120 days

### **2.2 Submission of Offers**

Offers must be submitted only to Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) by the date, time and e-mail address indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by any other means to CIRNAC will not be accepted.

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

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

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

#### **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

#### **2.5 Applicable Laws**

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

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.



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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

- Canada requests that the Offeror submits its offer electronically in accordance with section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

##### **3.1.1 Electronic Payment of Invoices - Offer**

The method of invoice payment by Crown-Indigenous Relations and Northern Affairs Canada is by direct deposit to the Contractor's financial institution of choice.

##### **3.1.2 Exchange Rate Fluctuation**

[C3011T \(2013-11-06\), Exchange Rate Fluctuation,](#)

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Selection and Evaluation Methodology

4.1.1 Offerors **MUST** ensure that their Offer provides sufficient evidence for CIRNAC to assess the compliance of the Proposal with the criteria listed in this Request for Proposal (RFP). It is the sole responsibility of Offerors to provide sufficient information within their Proposal to enable CIRNAC to complete its evaluation.

1 Offerors **MUST** include any reference material they wish to be considered for evaluation **within** their Offer. Any material or documents outside the Offer **will not** be considered; should an Offeror wish to provide screen shots of its website for evaluation, copies or printouts of website material **MUST** be included within the Proposal. URL links to the Offeror's website **will not** be considered by the CIRNAC Evaluation Committee.

2 To meet the requirements described herein, the experience of the Offeror **MUST** be work for which the Offeror provided services to clients exterior to the Offeror's own organization. Internal business development projects will not be accepted.

3 Experience gained during formal education **will not** be considered work experience. All requirements for work experience **MUST** have been obtained in a professional work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

4 **Listing experience without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.** Offerors are advised that the month(s) of individual Resource experience listed for a project in which the time frame overlaps that of another referenced project for the same named Resource will only be counted once. For example: Project #1 time frame is July 2017 to December 2017; Project #2 time frame is October 2017 to January 2018; the total months of experience for these two project references is seven (7) months.

5 Selection and evaluation is based on a "rules of evidence" approach, such that the Offeror's Offer is the sole demonstration of the Offeror's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Offeror on the part of the CIRNAC Evaluation Committee will be taken into consideration.

6 **Each Offer will be evaluated separately**, against the Mandatory Requirements and Point-Rated Criteria. The Selection and Evaluation Process for Proposals consists of the following three (3) stages:

<b>Stage 1</b>	Offerors will be evaluated on Mandatory Requirements Sections M1-M3.
<b>Stage 2</b>	Offerors meeting the mandatory requirements will be evaluated on the basis of Point-Rated Criteria Sections R1-R4 inclusive.
<b>Stage 3</b>	Offerors meeting an overall pass mark of <b>60%</b> on Point-Rated Criteria Sections R1-R4 inclusive will be evaluated on the basis of their Financial Proposal.

**Offerors failing to meet the requirements at any stage will be deemed to be non-compliant at that stage and will be given no further consideration.**

7 **Definitions:**

**The following definitions apply to all evaluation criteria:**

"**MUST**" refers to a requirement. Failure on the part of the Offeror to provide the information or demonstrate it meets a requirement expressed by "**MUST**" within its Offer, will result in the Proposal being deemed non-compliant and no further consideration given.

“**Should**” refers to a desired element. Failure on the part of the Offeror to provide the information requested by “**should**” within its offer or to demonstrate that it meets the element expressed by “**should**” may result in the Offeror receiving less than full points on the Point-Rated Criteria. Offerors are encouraged to address elements expressed by “**should**”.

**Remote** is defined as having no all-season road access connected to major centers.

**Northern** is defined as in areas of continuous or discontinuous permafrost (see the map of permafrost <https://www.enr.gov.nt.ca/en/state-environment/13-permafrost>).

## 8 **Technical Criteria**

Offerors should demonstrate their understanding of the requirements contained in the solicitation and explain how they will meet these requirements. Offerors should demonstrate their capability and describe their approach for conducting the work in a thorough, concise and clear manner.

The Offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the Offer will be evaluated. Simply repeating the statement contained in the solicitation is not sufficient. In order to facilitate the evaluation of the offer, CIRNAC requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

## 9 **Management and Organization**

Offerors must describe their capabilities and experience; the project team; project management approach; and provide project summaries. These sections should clearly demonstrate the firm's capacity to manage projects effectively and efficiently. The offer should contain information in sufficient detail to outline the qualifications of the team relative to providing expert engineering, scientific, technical, and environmental evaluations associated with any northern development undertaking. Include details of the proposed management approach and team members available to provide services described within the Scope of Work.

### 4.1.11 **Inuit Opportunity Considerations**

The Offeror should clearly demonstrate that it has the capacity to and will maximize Inuit opportunities under call-ups when possible. Opportunities may include employment, training, sub-contracting, or the involvement of Inuit citizens and businesses in the completion of the work. The Inuit opportunities initiative is in accordance with the Nunavut Agreement and CIRNAC's mandate to support and provide opportunities to the local Inuit communities under Federal Government contracts within a land claims area.

## 4.2 **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.

### 4.2.1 **Technical Evaluation**

#### 4.2.1.1 **Mandatory Technical Criteria**

Offerors' proposals **MUST** meet **ALL** of the Mandatory Requirements in order for their proposals to be considered for further evaluation. Failure on the part of the Offeror to meet any one (1) or more of the Mandatory Requirements will result in their proposal being deemed non-compliant, with the proposal being given no further consideration.

MANDATORY CRITERION	MET/ NOT MET	PAGE #
<p><b>M1 Offer</b></p> <p>The Offeror <b>MUST</b> provide an Offer that indicates their capabilities as a firm, and experience in the provision of services relevant to, and similar to those described within the SOW. (maximum 6 pages).</p> <p>The Offer must include the following information:</p> <ul style="list-style-type: none"> <li>- A Corporate Profile, that must include: <ul style="list-style-type: none"> <li>• The full legal name of the entity submitting the Offer (including, as applicable, all joint venture);</li> <li>• Evidence that the Offeror's firm has been in business for a minimum of five (5) years, by providing the date of incorporation of the firm. If the proposal is being submitted as a joint venture, at least one of the parties must have been in business for a minimum of five years.</li> </ul> </li> <li>- A list of the proposed project resource team;</li> <li>- The proposed approach and methodologies for completing work of this nature;</li> <li>- A demonstration of the firm's experience and understanding of the northern Canada context.</li> </ul>		
MANDATORY CRITERION	MET/ NOT MET	PAGE #
<p><b>M2 Project Summaries</b></p> <p>The Offeror <b>MUST</b> include three Project Summaries within its offer (maximum 12 pages) to demonstrate satisfactory performance on similar projects in the same subject area (government or private sector). To be considered, projects must have taken place during the past ten years, and projects must be completed.</p> <p>One Project Summary in each of the following categories are required:</p> <ul style="list-style-type: none"> <li>i) Environmental Impact Assessment</li> <li>ii) Mine Site Water Management</li> <li>iii) A project in any of the last 8 fields of expertise listed in section 4.2 (3-10) of the Scope of Work</li> </ul> <p>The Project Summaries should include:</p> <ul style="list-style-type: none"> <li>- Name of the client organization including contact name and phone number;</li> </ul>		

<ul style="list-style-type: none"><li>- The location, the duration;</li><li>- The team members working on the project and their roles;</li><li>- The stakeholders;</li><li>- A description of the work and deliverables;</li><li>- A description of the challenges and outcomes.</li></ul> <p><i>CIRNAC reserves the right to contact the named client project authorities. Should CIRNAC choose to contact the project authorities, the following series of standardized questions will be posed to the authority. Should one (1) or more named client project authorities provide a negative reference regarding the accuracy or validity of information provided in the proposal regarding the Offeror's previous work performance, CIRNAC reserves the right to deem the Offeror's proposal noncompliant, and give it no further consideration.</i></p> <p>1)Your name was provided as a reference for <b>&lt;INSERT NAME OF OFFEROR &gt;</b>, with regard to a sample of a project that this <b>&lt;OFFEROR &gt;</b>, has performed for you, in relation to a Request for Proposals from the Department of CIRNA.</p> <p><b>&lt;INSERT NAME OF PROJECT/WORK&gt;</b> was the project/work which was submitted to the Department of CIRNA, a department of the Government of Canada.</p> <p>Were you aware that <b>&lt;INSERT NAME OF OFFEROR &gt;</b> had provided your name as a reference in relation to their proposal?</p> <p>Do you confirm that <b>&lt;INSERT NAME OF OFFEROR &gt;</b> completed this work for your organization <b>&lt;INSERT NAME OF PROJECT/WORK&gt;</b> during this time period <b>&lt;INSERT PROJECT/WORK MONTH/YEAR&gt;</b> <b>&lt;INSERT PROJECT/WORK END MONTH/YEAR&gt;</b>?</p> <p>2)The services in relation to this bid involve the provision of professional services to the Department of CIRNA. Do you feel that you are capable of providing a fair, unbiased and informed reference for <b>&lt;INSERT NAME OF OFFEROR &gt;</b>, given your direct knowledge of this previous experience in providing these types of Services?</p> <p>3)Was the scope of the project <b>&lt;INSERT SCOPE OF PROJECT FROM SUMMARY&gt;</b>?</p> <p>4)With specific regard to <b>&lt;INSERT NAME OF OFFEROR &gt;</b>, to the best of your knowledge, was <b>&lt;INSERT NAME OF OFFEROR &gt;</b> successful in fulfilling its project deliverables / work:</p> <ul style="list-style-type: none"><li>a. Within the agreed time frame or agreed (revised) time frame?</li><li>b. Within the established budget?</li><li>c. Within the established project goals?</li></ul>		
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MANDATORY CRITERION	MET/ NOT MET	PAGE #
<p><b>M3 Project Team</b></p> <p>The Offeror <b>MUST</b> propose a resource team assigned to complete works under the standing offer. The Offeror's proposed resource team will be evaluated based on the resource categories as described within the SOW and each individual's relevant education and experience. Each of the proposed resources will be evaluated separately. Those resources meeting the mandatory requirements will be placed on the approved resource list for participating in the standing offer. Those resources that do not meet the mandatory requirements will be excluded from participating in the standing offer until the necessary requirements are met. Exclusion of a resource that does not meet the requirements does not exclude the entire bid for consideration.</p> <p>The Offeror <b>MUST</b> include résumés as per the table below. Inclusion of Technical Experts and Administrative &amp; Clerical Support resources are optional. However, if Technical Experts are proposed, their CVs <b>MUST</b> be provided. The same resource may be proposed for multiple areas of expertise, including Senior Project Team Leaders. However, they must meet the minimum criteria in each area of expertise for which they are proposed as per SW5. If more than one resource is proposed per category, a principle resource should be identified, as their evaluation will be used for the point rated criterion. Should the principle resource identified for a category not meet the minimum requirements, and there is an alternate resource for the same category that does meet the minimum requirements, the alternate's point rating will be used.</p> <p>Résumés for the Senior Project Team Leaders, Senior Technical Experts and Technical Experts <b>SHOULD</b> not exceed five (5) pages in length. If résumés are longer than the requested length, only the first five pages will be considered. The proposed senior resources are considered lead personnel for the Standing Offer and will also be evaluated further in Section R3 under the Rated Requirements.</p> <p>All résumés should include relevant work experience, projects, professional designations, evidence of relevant skill and ability application, and a chronological listing of any relevant training completed or certification received. Résumés which include certifications should include the year the training was taken and/or the validity period for the training. Résumés should also include experience on similar projects, experience working in remote northern environments, and experience in the proposed project role. Graduate work will <b>NOT</b> be considered as experience in the field.</p> <p>The Offeror <b>MUST</b> include a copy of the degree(s) or professional accreditation(s) received by each proposed resource. Accreditation for professional resources can be in any jurisdiction in Canada. It should be noted, however, that to actually perform work in Nunavut engineers and geoscientists are required to become licensed with NAPEG (Northwest Territories and Nunavut Association of Professional Engineers and Geoscientists).</p> <p>Should a resource with less than 5 years experience be proposed as Senior Technical Expert, they will be evaluated as Technical Expert.</p>		

<p>The Offeror is encouraged to include the Résumés for the Administrative and Clerical Support in the Proposal. Résumés for the Administrative and Clerical Support category SHOULD not exceed two (2) pages in length.</p>			
Project Team Resource	CV		
	Mandatory	Optional – to be graded	Optional – not graded
Senior Project Team Leader	Min: 1 for Environmental Impact Assessment and 1 for Site Water Management Max: 6		
Senior Technical Expert	Min: 1 per area of expertise listed in Section 4.2 of the SOW Max: 15		
Technical Expert		Min: none Max: 15	
Administrative & Clerical Support			Min: none Max: 5



**4.2.1.2 Point Rated Technical Criteria**

Proposals meeting **ALL** mandatory requirements will be evaluated and point-rated against the following point-rated criteria, using the evaluation factors and weighting indicators specified for each criterion.

POINT RATED CRITERION	MAXIMUM NUMBER OF POINTS	PAGE #
<p><b>R1 Offer</b></p> <p>The Offer should include an overview of the approach and methodologies the firm would undertake when completing work of this nature and it should demonstrate understanding of the context of both environmental impact assessment and water licensing in Nunavut including the role of CIRNAC. The Offers will be evaluated for items under the following 4 topics, with up to 2 points per item.</p> <p><b>2 points</b> - Complete or mostly complete, item matches and satisfies requirements.  <b>1 point</b> - Item is sufficient and partially satisfies requirements.  <b>0 points</b> - Insufficient or poor coverage, room for improvement.</p> <ul style="list-style-type: none"> <li>- Clear, concise and complete proposal (up to 6 points) <ul style="list-style-type: none"> <li>• Presented in a format that is well-structured, logical and easy to use</li> <li>• Text has good grammar and spelling</li> <li>• Text contains sentences and paragraphs that are clear and concise</li> </ul> </li> <li>- Scope of services and methodology (up to 6 points) <ul style="list-style-type: none"> <li>• Demonstration the Offeror possesses the necessary qualifications and technical background to successfully complete the tasks as described in the SOW</li> <li>• Demonstration of an understanding of the SOW goals and objectives and the technical aspects of the SOW, constraints/issues</li> <li>• Methodology in approaching the service</li> </ul> </li> <li>- Project management approach (up to 10 points) <ul style="list-style-type: none"> <li>• A clear structure and effective management of the Offeror's proposed resource team</li> <li>• Extent to which the Offeror's approach to resource deployment and management will ensure the availability of back-up resources to replace deployed resources, should the need arise</li> <li>• Effective measures to be implemented to maintain and control performance (such as project schedule , project scope, communications with CIRNAC)</li> <li>• Methodology to achieve and ensure high quality, reliable, effective services and deliverable</li> <li>• Innovative or value added ideas presented</li> </ul> </li> <li>- Qualifications and experience (up to 12 points) <ul style="list-style-type: none"> <li>• Firm's depth and breadth of relevant experience in completing the services requested in SOW</li> <li>• Offeror's experience in the provision of services specifically relating to environmental impact assessment activities in remote northern environments</li> </ul> </li> </ul>	/34	

<ul style="list-style-type: none"> <li>• Offeror's experience in the provision of services specifically relating to site water management activities in remote northern environments</li> <li>• Experience in working with indigenous organizations or communities</li> <li>• Experience in working with various levels of government</li> <li>• Specific experience in the Nunavut Settlement area</li> </ul>		
POINT RATED CRITERION	MAXIMUM NUMBER OF POINTS	PAGE #
<p><b>R2 Project Summaries</b></p> <p>The evidence within the Offeror's written project summaries, provided in response to M2, will be evaluated based on their experience and understanding in providing the services as detailed within the SOW. Each of the 3 summaries will be evaluated out of 10 points.</p> <p>The following rating scale will be used to evaluate the Offeror's experience and understanding with points for demonstrating evidence as follows:</p> <p><b>10 points</b> - Provides complete and extensive details and demonstrates project is very relevant and similar to SOW requirements; complexity of experience described is exceptional</p> <p><b>8 points</b> - Provides most details and demonstrates project is relevant and similar to SOW requirements; complexity of experience described is good</p> <p><b>6 points</b> - Provides incomplete and partial details and demonstrates project has some relevance and similarities to SOW requirements; complexity of experience described is typical</p> <p><b>4 points</b> - Provides limited details and does not demonstrate the project is relevant and similar to SOW requirements; complexity of experience is minimal</p> <p><b>2 points</b> - Provides insufficient details and a very limited understanding of requirements in this area; complexity of experience described is insignificant</p> <p><b>0 points</b> - No information provided, or Offeror's project summaries do not identify and describe a service from the SOW.</p>	/30	
POINT RATED CRITERION	MAXIMUM NUMBER OF POINTS	PAGE #
<p><b>R3 Project Team</b></p> <p>Designated Project Team</p> <p>The Designated Project Team consists of those senior members proposed for the mandatory requirements in M3 and Technical Experts. If the same resource is proposed for multiple areas of expertise, as is allowed under the mandatory requirements, they will be rated separately in each proposed area of expertise. If more than one resource is proposed per category, a principle resource should be identified, as their point rating will contribute to the total. Should the principle resource identified for a category not meet the minimum requirements, and there is</p>		

	<p>an alternate resource for the same category that does meet the minimum requirements, the alternate's point rating will contribute to the total.</p> <p>The number of points will be calculated by grading the principle resource identified for each area. Technical Experts will be evaluated to be incorporated in the standing offer agreement. Up to one additional point for each of the 10 areas of expertise defined in section 4.2 of the SOW, will be given for each new proposed Technical Expert resource that meets the requirements set out in section 5 of the SOW.</p>		
<p>3.1</p>	<p>Senior Project Team Leaders (2) resources (1 for Environmental Impact Assessment (EIA) and 1 for Site Water Management) (up to 10 points each)</p> <ul style="list-style-type: none"> <li>- Experience in project management (up to 3 pts) <ul style="list-style-type: none"> <li><b>3 points</b> - Demonstrates extensive relevant skills and experience (greater than 10 years)</li> <li><b>2 point</b> - Demonstrates adequate relevant skills and experience (between 5-10 years)</li> <li><b>0 points</b> - Demonstrates limited relevant skills and experience (less than 5 years)</li> </ul> </li> <li>- Experience in EIA / Site Water Management (up to 4 pts) <ul style="list-style-type: none"> <li><b>4 points</b> - Demonstrates extensive relevant skills and experience (greater than 10 years)</li> <li><b>3 points</b> - Demonstrates ample relevant skills and experience (between 7-10 years)</li> <li><b>2 point</b> - Demonstrates adequate relevant skills and experience (between 5-7 years)</li> <li><b>0 points</b> - Demonstrates limited relevant skills and experience (less than 5 years)</li> </ul> </li> <li>- Experience in northern environments (up to 2 pts) <ul style="list-style-type: none"> <li><b>2 points</b> - Demonstrates extensive relevant skills and experience (greater than 7 years)</li> <li><b>1 point</b> - Demonstrates adequate relevant skills and experience (between 4-7 years)</li> <li><b>0 points</b> - Demonstrates limited relevant skills and experience (less than 4 years)</li> </ul> </li> <li>- Experience with the Nunavut regulatory regime (up to 1 pt) <ul style="list-style-type: none"> <li><b>1 point</b> - Demonstrates adequate relevant skills and experience (greater than 2 years)</li> <li><b>0 points</b> - Demonstrates limited relevant skills and experience (less than 2 years)</li> </ul> </li> </ul>	<p>/20</p>	
<p>3.2</p>	<p>Senior Technical Experts (10) resources (up to 6 points each)</p> <ul style="list-style-type: none"> <li>- Experience in area of expertise (up to 3 pts) <ul style="list-style-type: none"> <li><b>3 points</b> - Demonstrates extensive relevant skills and experience (greater than 10 years)</li> <li><b>2 point</b> - Demonstrates adequate relevant skills and experience (between 5-10 years)</li> </ul> </li> </ul>	<p>/60</p>	

	<p><b>0 points</b> - Demonstrates limited relevant skills and experience (less than 45 years)</p> <ul style="list-style-type: none"> <li>- Experience in northern environments (up to 2 pts)</li> </ul> <p><b>2 points</b> - Demonstrates extensive relevant skills and experience (greater than 7 years)</p> <p><b>1 point</b> - Demonstrates adequate relevant skills and experience (between 4-7 years)</p> <p><b>0 points</b> - Demonstrates limited relevant skills and experience (less than 4 years)</p> <ul style="list-style-type: none"> <li>- Experience with the EIA / Site Water Management (up to 1 pt)</li> </ul> <p><b>1 point</b> - Demonstrates adequate relevant skills and experience (greater than 2 years)</p> <p><b>0 points</b> - Demonstrates limited relevant skills and experience (less than 2 years)</p>		
3.3	<p>Additional/Extra technical staff (up to 10 points, one for each area of expertise listed in section 4.2 of the SOW)</p> <ul style="list-style-type: none"> <li>- Senior Technical Expert or Technical Expert (up to 1 pt)</li> </ul> <p><b>1 point</b> - Meets the requirements listed in section 5 of the SOW for proposed resource category</p> <p><b>0 points</b> - Does not meet the requirements listed in section 5 of the SOW for proposed resource category</p>	/10	
<b>POINT RATED CRITERION</b>		<b>MAXIMUM NUMBER OF POINTS</b>	<b>PAGE #</b>
<p><b>R4 Proposed Inuit Opportunity Considerations</b></p> <p>The Offeror should indicate its specific approach to enhancing participation of Inuit in the work under any resulting call-up through any of: employment, skills development, subcontracting, capacity building, use of suppliers/services, etc. or other measures it proposes to employ in the course of its work. In addition, the Offeror should indicate any partners, agencies, organizations or suppliers with which it proposes to work to achieve these results.</p> <p>The approach should indicate:</p> <ul style="list-style-type: none"> <li>i. Any portion(s) of the Services it proposes to provide with support from Inuit or Inuit owned suppliers;</li> <li>ii. Whether these portions represent direct delivery of Services to the client by Inuit or Inuit owned businesses (i.e. direct benefit) or support to the Offeror's delivery of Services to the client (i.e. indirect benefit); and</li> </ul>			

iii. The nature of the participation proposed such as; professional, technical, support services, supplies or goods, etc. (please specify type); and a description of the extent of the participation (including whether use of trainee personnel or other capacity building measures).			
4.1	<p>The existence of head offices, administrative officer or other facilities in the Nunavut Settlement Area.</p> <p><b>20 points</b> – Demonstration of existence  <b>10 points</b> – Commitment to establish  <b>0 points</b> - No demonstration or commitment</p>	/20	
4.2	<p>The employment of Inuit labour, engagement of Inuit professional services, or use of Inuit owned suppliers or firms in carrying out the contract.</p> <p><b>32 points</b> - Extensive use of Inuit labour, or Inuit owned services and suppliers (i.e. Job shadow opportunities, &gt; 50% labour, services and suppliers)  <b>26 points</b> - Good use of Inuit labour, or Inuit owned services and suppliers (i.e. &gt; 30% labour, services or suppliers)  <b>18 points</b> - Average use of Inuit labour, or Inuit owned services and suppliers (i.e. &gt; 10% labour, services or suppliers)  <b>13 points</b> - Limited use of Inuit labour, or Inuit owned services and suppliers (i.e. &gt; 5% labour, services or suppliers)  <b>6 points</b> - Sporadic use of Inuit labour, or Inuit owned services and suppliers (i.e. &gt; 2% labour, services or suppliers)  <b>0 points</b> - No information provided</p>	/32	
4.3	<p>Demonstrated commitment to on-the-job training or skills development, training and apprenticeship programs for the Inuit staff involved in this project.</p> <p><b>32 points</b> – Demonstration of commitment and examples of successful training on past projects  <b>18 points</b> – Demonstration of commitment  <b>0 points</b> - No demonstration</p>	/32	

**POINTS SUMMARY**

Evaluation Criteria	Weight
R1. Proposal	34
R2. Project Summaries	30

R3. Project Team	
Senior Project Team Leaders	20
Senior Technical Experts	60
Additional/Extra technical staff	10
R4. Proposed Inuit Opportunity Considerations	84
<b>Total Available Points (R1-R4)</b>	<b>238</b>
<b>Minimum Required Pass Mark:</b>	<b>142/238 (60%)</b>
Prorated Technical Score	60

#### 4.2.2 Financial Evaluation

- 4.2.2.1 Offerors meeting ALL Mandatory Requirements and achieving at least the required minimum score on the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal.
- 4.2.2.2 The Financial Evaluation will be carried out by the Standing Offer Authority independent of the CIRNAC Evaluation Committee responsible for rating the Technical Proposal. Financial Proposals will be evaluated based on the methodology detailed below.
- 4.2.2.3 For each year of the SOA (including the option years), Offerors MUST provide a fixed all-inclusive per diem rate (\$CAD) per Resource Category, as per the table below.
- 4.2.2.4 Failure on the part of the Offeror to provide the information required within the Financial Proposal Table(s) will result in CIRNAC deeming the Offeror's Proposal to be non-compliant, with the Proposal being given no further consideration by CIRNAC.
- 4.2.2.5 The fixed per diem rates MUST be inclusive of all payroll, overhead costs and profits required for the Offeror to complete the work under the SOA (note: the fixed all-inclusive per hour rate is not to be quoted as a range).
- 4.2.2.6 The Offeror's fixed all-inclusive per diem rates shall be exclusive of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) and expenses. Any amounts for taxes will be added at time of Call-up. Any additional travel, living administrative or other expenses, will be added by CIRNAC at time of Call-up.
- 4.2.2.7 Full points (30/30) will be awarded to the Offeror with the lowest sum weighted average per diem rate (in the Table below). Fewer points will be awarded to all other Offerors based on the percentage differential of their sum weighted average per diem rate from that of the Offeror with the lowest, as follows:

$$\text{Financial Score} = \frac{\text{Lowest SUM WEIGHTED AVERAGE PER DIEM RATE (\$)}}{\text{Offeror's SUM WEIGHTED AVERAGE PER DIEM RATE}} \times 30 \text{ points}$$

- 4.2.2.8 *SACC Manual* Clause [M0220T](#) (2016-01-28), Evaluation of Price

Offerors **MUST** indicate the applicable All-inclusive fixed per diem rate for **each Resource Category**:

PROPOSED RESOURCE CATEGORY	YEAR 1 PER HOUR RATES (CAN\$) Standing Offer AWARD to March 31, 2022	YEAR 2 PER HOUR RATES (CAN\$) April 1, 2022 to March 31, 2023	YEAR 3 PER HOUR RATES (CAN\$) April 1, 2023 to March 31, 2024	OPTION YR 1 PER HOUR RATES (CAN\$) April 1, 2024 to March 31, 2025	OPTION YR 2 PER HOUR RATES (CAN\$) April 1, 2025 to March 31, 2026	AVERAGE PER HOUR RATES	WEIGHT FACTOR	WEIGHTED AVERAGE PER HOUR RATE
Senior Project Team Leaders	\$	\$	\$	\$	\$	\$	0.15	\$
Senior Technical Experts	\$	\$	\$	\$	\$	\$	0.40	\$
Technical Experts	\$	\$	\$	\$	\$	\$	0.20	\$
Administrative and Clerical Support	\$	\$	\$	\$	\$	\$	0.05	\$



### 4.3 Basis of Selection

#### 4.3.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, an offer must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 142 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 238 points.
2. Offers not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. Up to 6 responsive offers with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

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

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<b>Combined Rating</b>	83.84	75.56	80.89
<b>Overall Rating</b>	1st	3rd	2nd

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

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

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

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

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

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Federal 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](#)" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

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

SACC Manual Clause M3020T (2016-01-28) Status and Availability of Resources – Standing Offer

#### **5.2.3.2 Education and Experience**

SACC Manual Clause M3021T (2012-07-16) Education and Experience

#### **5.2.3.3 Workers Compensation Certification – Letter of Good Standing**

The Offeror must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Offeror must provide, within seven (7) calendar days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Offeror's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## **PART 6 - INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

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## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

7.2.1 There is no security requirement applicable to the Standing Offer.

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

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

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from Standing Offer Award to March 31, 2024.

##### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to two additional one year periods, under the same conditions and at the rates or prices specified in the Standing Offer.

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

##### **7.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

#### **7.5 Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Kim Fletcher  
Title: Procurement Team Leader  
Indigenous Services Canada  
Materiel and Assets Management Directorate  
Address: 600-1138 Melville Street Vancouver, BC V6E 4S3

Telephone: 604-616-4341  
E-mail address: [kim.fletcher@canada.ca](mailto:kim.fletcher@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.

### 7.5.2 Departmental Authority

The Departmental Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Directorate: Crown-Indigenous Relations and Northern Affairs Canada  
Address: \_\_\_\_\_

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

The Departmental Authority is the individual responsible for requesting the establishment of the Standing Offer and for its administration. All requests to issue call-ups against the Standing Offer must be approved by the Departmental Authority.

### 7.5.3 Project Authority

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

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

### 7.5.4 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [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.

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer are employees of Crown-Indigenous Relations and Northern Affairs Canada.

## 7.8 Call-up Procedures

### 7.8.1 Call-up Allocation

Call-ups against the Standing Offer will be issued by the Standing Offer Authority or the Project Authority (as applicable) on a proportional basis such that the highest-ranked Offeror receives the largest predetermined portion of the work; the second highest-ranked Offeror receives the second largest predetermined portion of the work, etc. as follows:

Highest Ranked Offeror:	20%
Second Highest Ranked Offeror:	18%
Third Highest Ranked Offeror:	17%
Fourth Highest Ranked Offeror:	16%
Fifth Highest Ranked Offeror:	15%
Sixth Highest Ranked Offeror:	14%

If the number of compliant offers is less than indicated above, the allocation percentages will be adjusted accordingly. Call-up selection will be determined on a best suited basis.

The Departmental Authority will monitor call-up activities to ensure work is allocated in accordance with the predetermined work distribution.

### 7.8.2 Call-up Procedures

7.8.2.1 Offerors will be contacted directly as described in 7.8.1 above.

7.8.2.2 The Standing Offer Authority or the Project Authority (as applicable) will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

7.8.2.3 The Offeror will prepare and submit a proposal for the Work as required by the Standing Offer Authority. The proposal shall include a cost quotation established by utilizing the applicable rates as shown in the Basis of Payment, Annex "B", a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details. The proposal must be submitted to the Standing Offer Authority or the Project Authority (as applicable) within three (3) business days of receiving the request.

7.8.2.4 Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.8.2.3 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority or the Project Authority (as applicable) will send the request to the next best-suited Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

7.8.2.5 The Standing Offer Authority and the Project Authority reserve the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Standing Offer Authority or the Project Authority (as applicable) reserves the right to go to the next Offeror.



7.8.2.6 Upon acceptance by the Project Authority of the Offerors proposal for the services, the Offeror will be authorized by the Standing Offer Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.

7.8.2.7 The Offeror shall not commence Work until the Call-up Against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up Against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed using the duly completed form 942, Call-up Against a Standing Offer, or an equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.10 Limitation of Call-ups

Removed

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

## 7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- e) the general conditions [2010B \(2020-05-28\)](#), [General Conditions - Professional Services \(Medium Complexity\)](#);
- f) Annex A, Statement of Work;

- g) Annex B, Basis of Payment ;
- h) Annex C, Security Requirements Check List;
- i) Annex D, Insurance Requirements;
- j) the Offeror's offer dated \_\_\_\_\_.

### **7.13 Certifications and Additional Information**

#### **7.13.1 Compliance**

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

#### **7.13.2 Workers Compensation**

SACC Manual Clause A0285C (2007-05-25) Workers Compensation

### **7.14 Applicable Laws**

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

### **7.15 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 call-ups for any or all of the SO'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 Offeror with at least a three-month notice to allow for any measures necessary for the integration of the 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 Offeror chooses not to offer 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.

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

[2010B \(2020-05-28\), General Conditions - Professional Services \(Medium Complexity\) apply to and form part of the Contract.](#)

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC); and
- b) Section 10, Subsection 1 is amended as follows:
- Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."
- Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."
- c) Section 10, Subsection 2, paragraph a. is amended as follows:
- Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)"
- Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)"
- d) Insert: "2010B 36 (2018-05-10) Liability
- The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

#### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [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.

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

The contractor will be paid in accordance with the Basis of Payment at Annex "B".

#### **7.5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. 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% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

### **7.5.3 Method of Payment**

One of the following methods of payment will form part of the resulting Contract:

#### **7.5.3.1 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the call-up if:

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

**OR**

#### **7.5.3.2 Monthly Payment**

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

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

### **7.5.4 Electronic Payment of Invoices – Call-up**

The method of invoice payment by Crown-Indigenous Related and Northern Affairs Canada is by direct deposit to the Contractor's financial institution of choice.

## 7.6 Invoicing Instructions

The following invoicing instructions will form part of the resulting Contract:

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 7.2.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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## ANNEX "A"

### STATEMENT OF WORK

#### SW1 TITLE

Expert Engineering, Scientific, Technical and Environmental Evaluations associated with Northern Development

#### SW2 BACKGROUND

The Department of Indian Affairs and Northern Development (CIRNAC), currently also referenced as Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) is responsible for sustainable development and co-management of the land and its resources in Nunavut in accordance with the *CIRNAC Act*. The Nunavut Regional Office of CIRNAC implements the department's responsibilities to: manage Crown lands and inland waters in Nunavut in accordance with legislation, regulations, departmental and federal policy, and program guidelines; lead departmental participation in the co-management processes of Nunavut's institutions of public government; and the promotion of compliance with regulatory instruments through inspections and enforcement activities. CIRNAC evaluates projects in Nunavut and provides critical review of proposals and advice so that significant adverse environmental effects are prevented or mitigated. CIRNAC is responsible for follow up and regulatory monitoring as defined by CIRNAC's mandate.

In Nunavut, environmental impact assessments (EIAs) are conducted under Article 12 of the *Nunavut Agreement [NA; formerly Nunavut Land Claims Agreement (NLCA)]* and Part 3 of the *Nunavut Planning and Project Assessment Act (NuPPAA)*. The Nunavut Impact Review Board (NIRB) is responsible for conducting EIA for the majority of projects in Nunavut. CIRNAC's role in the EIA process is that of an intervener and technical advisor to NIRB as outlined in the NA. CIRNAC meets its primary obligations under the NA and the NuPPAA through participation in the NIRB review process by critically reviewing environmental assessment documents and participating in hearings. The Minister of Crown-Indigenous Relations and Northern Affairs, together with other responsible federal ministers, has a decision-making role in project approval as recommended by the Nunavut Impact Review Board. If a project is allowed to proceed, CIRNAC is responsible for ensuring compliance with terms and conditions.

Water management in Nunavut falls under the jurisdiction of CIRNAC, as outlined in the CIRNAC Act with the Nunavut Water Board (NWB) being the licensing body as outlined in the NA. The NA as well as the *Nunavut Waters and Nunavut Surface Rights Tribunal Act (NWNSRTA)*, sets out the NWB's responsibilities for the issuance, renewal, amendment, assignment or cancellations of water licences as well as a number of other pertinent undertakings associated with a water licensing process. CIRNAC's role in the licensing process is therefore that of an intervener and technical advisor to the NWB.

The Minister of Crown-Indigenous Relations and Northern Affairs approves Type A water licences which are issued by the NWB to applicants including both industrial and municipal operators in Nunavut. Licences contain specific conditions governing activities associated with water use and the deposit of wastes. These activities often require the licensee to submit technical reports, studies, and management plans to the NWB for review. An important component of the industrial licences is the closure and reclamation plan and its associated closure cost estimate. A licence may also contain clauses requiring the licensee to undertake certain studies that will be beneficial in the maintenance of the site. CIRNAC reviews all of these reports and plans and provides advice to the NWB.

CIRNAC also has a regulatory and administrative role in issuing land tenure on Crown Land. Under the *Territorial Lands Act*, *Federal Real Property and Immovables Act* and applicable Regulations CIRNAC issues leases, licences, quarry permits, land use permits and other forms of tenure for Crown Land. CIRNAC issues specific conditions and clauses for the use and decommissioning of Crown land.

Nunavut has experienced an increased level of activity in mineral exploration, mining development, oil and gas exploration, marine transportation, municipal and industrial infrastructure development, mine closure, restoration and abandonment. As such, CIRNAC requires a range of particular expertise and support in evaluating proposals, preparing submissions, tracking environmental issues, and designing and/or undertaking studies.

### SW3 OBJECTIVE(S)

To provide, on an "as and when required basis", expert engineering, scientific, technical, and environmental evaluations associated with any northern development undertaking as described in the Scope of Work. This work will typically be in Nunavut, however call-up work may occasionally be required in Northwest Territories and Yukon Territory.

### SW4 SCOPE OF WORK

The Offeror shall on an "as and when required" basis, as detailed in the Call-up issued by the Department:

- 4.1 Familiarize themselves with relevant legislation and guidelines, referred to in the call-up. Prepare for work on a project by downloading relevant information on the NIRB project portal and/or NWB ftp site, and subscribing to the appropriate email mailing list with the NIRB or NWB to receive all project updates and developments.
- 4.2 Provide expert technical evaluation, critical review, project coordination, research, support, and advice on environmental impact statements, water licence applications, studies, reports, plans, and guidelines with a focus on ensuring that environmental impacts are adequately avoided or mitigated. CIRNAC has identified several areas requiring expertise with a particular focus on avoiding or mitigating environmental risks, with experience in a northern context (including permafrost and Arctic climate considerations). Required expertise includes:
  - 1 Environmental Impact Assessment (including cumulative effects, alternatives assessment, significance determination, mitigation and monitoring)
  - 2 Site water management (site water budgets, effluent and run-off quality, surface and active layer flow management)
  - 3 Engineering (including geotechnical, structural and civil) associated with municipal and mine works and activities as they relate to the northern environment, permafrost and environmental concerns. This includes but not limited to open pit and underground mines, water diversion structures, dams (including slope stability analysis), tailings impoundments, quarries, airstrips, pipelines and electrical transmission infrastructure, drilling and blasting, seismic hazard assessment, site investigations, roads and bridges
  - 4 Solid waste, waste water and hazardous material management (storage facilities, landfills, landfarms, incineration, alternative waste handling strategies), emergency response and spill contingency planning
  - 5 Mine tailings and waste rock management (including expertise on acid rock drainage and metal leaching)
  - 6 Mine closure, reclamation and associated reclamation security assessments
  - 7 Surface water quality (including water quality monitoring, planning and follow up programs, cumulative effects, effects from drilling and blasting, and post closure monitoring)
  - 8 Hydrology (flow regimes and water quantity monitoring)
  - 9 Hydrogeology (groundwater, flow in active layer, taliks, permafrost)
  - 10 Wildlife habitat (including vegetation)
- 4.3 Coordinate, facilitate, or attend meetings/hearings on behalf of the Department.

- 4.4 Develop, determine, review and assess cost/financial security estimates for abandonment and restoration of various facilities (e.g. mines, roads, railroads, wastewater lagoons, solid waste storage sites, etc.) on behalf of the Department. This may include assessing whether financial security currently held by the Minister may be relinquished to license, lease and permit holders, on behalf of the Department, or acting as an independent third party.
- 4.5 Participate in Departmental visits of current or proposed sites when required to complete reviews in 4.2 and estimates in 4.4.
- 4.6 Determine adequacy of mitigation and management proposals by comparing with accepted scientific knowledge, engineering standards, industry best practices, and pre-established terms of reference or guidelines.
- 4.7 Develop guideline documents, codes of practice, protocols, programs, studies, and/or conduct research and field studies related to the expertise listed in 4.2, as well as subjects and areas of emerging interest within the ability of the Offeror.
- 4.8 Develop, review and make recommendations on the Department's water monitoring programs.

**SW5 RESOURCES;**

The Offeror shall provide a resource team to carry out the services described within the Scope of Work. The team shall be comprised of the following resource categories:

- Senior Project Team Leaders;
- Senior Technical Experts;
- Technical Experts; and
- Administrative and Clerical Support

The selection process includes two stages: compliance with mandatory criteria (pass/fail) listed below and point rated criteria described in section R3 of Evaluation Criteria document.

**5.1 The Offeror's Senior Project Team Leaders in two fields below MUST have:**

- Environmental Impact Assessment
  - 5 years in the last 10 years demonstrated experience in Project Management
  - 5 years in the last 10 years demonstrated experience in Environmental Impact Assessment
  - Bachelor of Science or Engineering degree in related field of study
  - 4 years in the last 10 years demonstrated experience in northern environment
- Site Water Management
  - 5 years in the last 10 years demonstrated experience in Project Management
  - 5 years in the last 10 years demonstrated experience in Site Water Management
  - Bachelor of Science or Engineering degree in related field of study
  - 4 years in the last 10 years demonstrated experience in northern environment

**5.2 The Offeror's Senior Technical Experts in the 10 areas of expertise listed in section 4.2 (1-10) MUST have:**

- 5 years demonstrated experience within the last 10 years in providing services as detailed in the Scope of Work in the relevant area of expertise
- Professional accreditation in a field applicable to the area of expertise; or post-graduate degree in a field applicable to the area of expertise; or 8 years of relevant experience with a Bachelor of Science or Engineering degree

The same resource may be proposed for multiple areas of expertise, including Senior Project Team Leaders. However, they must meet the minimum criteria in each area of expertise for which they are proposed.



5.3 The Offeror's Technical Experts in the 10 areas of expertise listed in section 4.2 (1-10) must have:

- 3 years demonstrated experience within the last 10 years in providing services as detailed in the Scope of Work in the relevant area of expertise.
- Professional accreditation in a field applicable to the area of expertise; or post-graduate degree in a field applicable to the area of expertise; or 4 years of relevant experience with a Bachelor of Science or Engineering degree

5.4 The Offeror's Administrative and Clerical Support should have:

- 
- 2 years demonstrated experience in providing editorial support for technical documents

#### SW6 OUTPUT/DELIVERABLES

The Offeror shall:

- 6.1 On or before the requested due date identified in each individual call-up document, submit to the Departmental Representative a report(s) that provides reviews, comments, recommendations or presentations on the specific work required in a form(s) (i.e. Microsoft Word, Excel, PowerPoint) specified in each individual call-up. A good quality draft version is required, and the final version should consider comments provided by the Departmental Representative. When requested, one final document shall be signed and stamped by a Professional Engineer registered in Nunavut.
- 6.2 Attend and participate in site visits, meetings, teleconferences, and/or hearings as identified in each individual call-up document

#### SW 7 DEPARTMENTAL SUPPORT

The Departmental Representative will:

- 7.1 Provide the Offeror with project specific instructions in the form of call-up documents.
- 7.2 Provide available background information relative to the work specified in the call-up documents, as required and determined in consultations with the Offeror.
- 7.3 Assist in obtaining other information applicable to the call-up.
- 7.4 Provide timely review/responses on any interim material provided for comments and/or direction.
- 7.5 Be available for consultations and discussion with the Offeror to discuss issues that may arise during the work.

**ANNEX "B"**

**BASIS OF PAYMENT**

The Contractor will be paid firm per hour rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

PROPOSED RESOURCE CATEGORY	YEAR 1 PER HOUR RATES (CAN\$) Standing Offer Award to March 31, 2022	YEAR 2 PER HOUR RATES (CAN\$) April 1, 2022 to March 31, 2023	YEAR 3 PER HOUR RATES (CAN\$) April 1, 2023 to March 31, 2024	OPTION YEAR 1 PER HOUR RATES (CAN\$) April 1, 2024 to March 31, 2025	OPTION YEAR 2 PER HOUR RATES (CAN\$) April 1, 2025 to March 31, 2026
Senior Project Team Leaders	\$	\$	\$	\$	\$
Senior Technical Experts	\$	\$	\$	\$	\$
Technical Experts	\$	\$	\$	\$	\$
Administrative and Clerical Support	\$	\$	\$	\$	\$

**Maximum Authorized Fees:** \$ \_\_\_\_\_ (to be identified at SOA award)

**Travel and Living Expenses**

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, 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.

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

Maximum Authorized Travel and Living Expenses: \$ \_\_\_\_\_ (to be identified at SOA award)

**Other Direct Expenses**

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

Maximum Authorized Other Direct Expenses: \$ \_\_\_\_\_ (to be identified at SOA award)

**Total Maximum Authorized Standing Offer Agreement Value** \$ \_\_\_\_\_ (Applicable Taxes extra).

**ANNEX "C"**

**SECURITY REQUIREMENTS CHECK LIST**

 <b>Affaires autochtones et Développement du Nord Canada</b> <b>Aboriginal Affairs and Northern Development Canada</b>	Contract Number / Numéro du contrat 1000215577
	Security Classification / Classification de sécurité Unclassified

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

<b>PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE</b>																																																																							
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région <b>NAO/NRO/Resource management</b>	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :																																																																						
3. Brief Description of Work / Brève description du travail <b>Expert Engineering, Scientific, Technical and Environmental Evaluations associated with Northern Development</b>																																																																							
4. Contract Amount / Montant du contrat [ ]	6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :																																																																						
5. Contract Start and End date / Date de début et de fin du contrat <b>01/04/2020 to / au 31/03/2023</b>																																																																							
7. Will the supplier require / Le fournisseur aura-t-il :																																																																							
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																																						
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																																						
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																																						
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)																																																																							
<b>PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)</b>																																																																							
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS																																																																							
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?																																																																							
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																																							
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)																																																																							
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?																																																																							
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																																							
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties?																																																																							
If yes, specify: / Si oui, spécifiez :																																																																							
a) Email transmission / Transmission par courriel électronique :	<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																																						
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																																						
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :	<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																																						
9.3 Will the supplier be required to safeguard COMSEC* information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC* ?																																																																							
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																																							
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télexsecure)																																																																							
10. SUMMARY CHART / TABLEAU RÉCAPITULATIF																																																																							
<table border="1"> <thead> <tr> <th rowspan="2">Category / Catégorie</th> <th rowspan="2">Please refer to question / Voulez-vous référer à la question</th> <th colspan="3">PROTECTED / PROTÉGÉ</th> <th colspan="3">CLASSIFIED / CLASSIFIÉ</th> </tr> <tr> <th>A</th> <th>B</th> <th>C</th> <th>CONFIDENTIAL / CONFIDENTIEL</th> <th>SECRET</th> <th>TOP SECRET / TRÈS SECRET</th> </tr> </thead> <tbody> <tr> <td>Information / Assets / Renseignements/Biens</td> <td>7.1</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Information / Assets (off site) / Renseignements/Biens (extérieur)</td> <td>8</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>IT Information / Assets (off site) / Renseignements/Biens TI (extérieur)</td> <td>9.1</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>IT Transmission - e-mail / Transmission TI - courriel</td> <td>9.2 a)</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>IT Transmission - other / Transmission TI - autre</td> <td>9.2 b)</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Remote Access to Network / Connexion à distance au réseau</td> <td>9.2 c)</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>COMSEC</td> <td>9.3</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>	Category / Catégorie	Please refer to question / Voulez-vous référer à la question	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	Information / Assets / Renseignements/Biens	7.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Information / Assets (off site) / Renseignements/Biens (extérieur)	8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	IT Information / Assets (off site) / Renseignements/Biens TI (extérieur)	9.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	IT Transmission - e-mail / Transmission TI - courriel	9.2 a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	IT Transmission - other / Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Remote Access to Network / Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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11.1 Personnel Security Screening Level Required: / Niveau d'enquête de la sécurité du personnel requis :																																																																							
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11.2 May unscreened personnel be used for portions of work? / Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?																																																																							
<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui <input type="checkbox"/> N/A / Non requis																																																																							
12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?																																																																							
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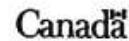


Contract Number / Numéro du contrat  
1000215577  
Security Classification / Classification de sécurité  
Unclassified

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Spencer Dewar		Title - Titre Director, Resource management	Signature 
Telephone No. - N° de téléphone 867-975-4546	Facsimile No. - N° de télécopieur 867-975-4586	E-mail address - Adresse courriel spencer.dewar@canada.ca	Date Sept 9, 2019
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Steven French		Title - Titre Contract Security Officer	Signature French, Steven <small>Digitally signed by French, Steven Date: 2020.09.08 08:13:48 -0400</small>
Telephone No. - N° de téléphone 819-934-2334	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel steven.french@canada.ca	Date 2020/09/08
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) Kim Fletcher		Title - Titre Procurement Team Leader	Signature
Telephone No. - N° de téléphone 604-616-4341	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Kim.fletcher@canada.ca	Date Aug. 27, 2020
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
Unclassified



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**ANNEX "D"**

**INSURANCE REQUIREMENTS**

**7.5.1 Commercial General Liability Insurance**

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **2. Errors and Omissions Liability Insurance**

- 1.1 The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 1.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 1.3 The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

## **2. Automobile Liability Insurance**

2.1 The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

2.2 The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.