



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada

See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA

**Request For a Standing Offer  
Demande d'offre à commandes**

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of Public Works and  
Government Services Canada, hereby requests a Standing Offer  
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et  
Services Gouvernementaux Canada, autorise par la présente,  
une offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services / Travaux publics  
et services gouvernementaux  
Canada Place/Place du Canada  
Suite 1000  
10th Floor/10e étage  
9700 Jasper Ave/9700 ave Jasper  
Edmonton  
Alberta  
T5J 4C3

<b>Title - Sujet</b> Temporary Help Services-Yellowknife SERVICES D'AIDE TEMPORAIRE - YELLOWKNIFE	
<b>Solicitation No. - N° de l'invitation</b> EW479-212629/A	<b>Date</b> 2021-09-27
<b>Client Reference No. - N° de référence du client</b> PSPC-EW479-212629	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-034-12161
<b>File No. - N° de dossier</b> EDM-1-44001 (034)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Mountain Daylight Saving Time MDT <b>on - le 2021-10-20</b> Heure Avancée des Rocheuses HAR	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Nigam, Nidhi	<b>Buyer Id - Id de l'acheteur</b> edm034
<b>Telephone No. - N° de téléphone</b> (587)532-8142 ( )	<b>FAX No. - N° de FAX</b> (418)566-6167
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 5101 - 50TH AVENUE PO BOX 518 YELLOWKNIFE NU X0A2N4 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
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Buyer ID - Id de l'acheteur  
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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            6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, 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, Excel copy of Basis of Payment, Comprehensive Land Claims Agreement, Indigenous Opportunity Considerations and Standing Offer Reporting form.

### **1.2 Summary**

- 1.2.1            This requirement is for the provision of temporary help services to federal government departments and agencies in the Yellowknife, NWT geographical Area on an as and when requested basis.

There are 4 temporary help services categories:

- Administrative Support
- Professional and Administrative
- Technical and Operational
- Telecommunications and Engineering Services

These categories are further broken down into classifications outlined in Annex B, Basis of Payment.

Temporary help services may be required from Offerors who provide the services of employees to other organization on a temporary basis when the other organization's incumbent employee is absent for a period of time; during a temporary workload increase, or when a position is in the process of being staffed.

- 1.2.2 It is intended to issue multiple Standing Offers to qualified Offerors as the result of this Request for Standing Offer process.

A Standing Offer is not a Contract and does not commit Public Works and Government Services Canada (PWGSC) to procure or contract for any goods, services or both. Any Standing Offer resulting from this Request for Standing Offer constitutes an Offer made by an Offeror for the provision of certain services to Canada at prearranged prices, under set terms and conditions that is open for acceptance by one or more Identified User(s) on behalf of Canada during a specified period of time.

The Standing Offer will be effective for a one (1) year period with three (3) 1-year option periods. The resulting Standing Offers including Offeror(s)' prices will be accessible to Identified User(s).

- 1.2.3 The period for making call-ups against the resulting Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_. (To be released upon award)

- 1.2.4 The proposed requirement is subject to the following Comprehensive Land Claims Agreements: Tlicho Land Claims and Self-Government Agreement.

- 1.2.5 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 1.3 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.

### 1.4 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.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting 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 Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Suppliers are strongly encouraged to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. The Offeror must send an email requesting to open an epost Connect conversation to the following address:  
[roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca](mailto:roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction 2006, or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect. It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

## 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: 2019-01](#) 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.

### 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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 Northwest Territory.

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

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority, Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

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

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

#### 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 the Annex B, Basis of Payment, using the Excel spreadsheet.

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

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "G" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "G" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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

#### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

##### **4.1 Evaluation Procedures**

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

##### **4.1.1 Technical Evaluation**

###### **4.1.1.1 Mandatory Technical Criteria**

The Offer must demonstrate they meet the following mandatory technical criteria. Failure to meet any of the mandatory technical criteria will render the bid non-responsive and it will be given no further consideration.

Item #	Mandatory Criteria	Identify where the supporting documentation is located in the Offer
Item 1	Offerors must provide a statement indicating they have a fully operational, permanent, commercial office in the Province for which they are submitting an offer.	PAGE(S) AND/OR SECTION NUMBER: _____
Item 2	Offerors must provide a statement indicating the office, in the North West Territory, will be open Monday to Friday for a minimum of 7.5 hours per day, excluding Statutory Holidays.	PAGE(S) AND/OR SECTION NUMBER: _____
Item 3	Offerors must provide a statement indicating there are a minimum of 2 full-time employees working in the office of the North West Territory.	PAGE(S) AND/OR SECTION NUMBER: _____
Item 4	Offerors must describe the tools or procedures or instruments in place to test for the various skills and aptitudes for the type(s) of temporary help services category(ies) offered, for example: What hard and soft skill tests are administered by the Offeror.	PAGE(S) AND/OR SECTION NUMBER: _____
Item 5	Offerors must describe their current internal quality control process to evaluate overall service and the performance of the temporary help employees, for example: The assessment of temporary help employee during the assignment and after completion of the assignment.	PAGE(S) AND/OR SECTION NUMBER: _____

###### **4.1.1.2 Indigenous Opportunity Considerations (IOC)**

In this requirement, the IOC will form part of an offeror's technical bid in accordance to the criteria listed in **Annex E**.

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**It is not mandatory for Offerors to include the IOC as part of their proposal.**

#### **4.1.1.3 Financial Criteria**

1. Offeror must submit their financial offer in accordance with the Annex "B", Basis of Payment using the excel spreadsheet (Annex C).
2. All of the Offeror's prices must be an all-inclusive firm hourly rate in Canadian funds excluding applicable taxes but including salary, overhead, profit, benefits, annual leave, sick leave, security clearance processing cost etc, for the provision of a temporary help unilingual English speaking resource. **Only one firm hourly rate (excluding overtime) is to be provided per classification, per category.** (Note: the Offeror should complete the "Company profile and contact information" section on the spreadsheet).
3. **Offeror to provide rates only for the categories they wish to be considered for the call-up.**

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause M0220T (2016-01-28), Evaluation of Price-Offer

##### **4.1.2.1. Financial Evaluation Procedure of All Offers:**

Firm all-inclusive hourly rates below the minimum wage will be deemed non-responsive and will be automatically removed and not evaluated any further.

#### **4.2 Basis of Selection**

##### **Basis of Selection - Highest Combined Rating of Indigenous Opportunity Considerations Merit and Price**

1. To be declared responsive, the 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 "0" points overall for the IOC merit criteria which are subject to point rating. The rating is performed on a scale of 100 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 IOC merit and price. The ratio will be 10% for the IOC merit and 90% for the price.
4. To establish the IOC merit score, the overall IOC score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the weighting of 10%.
5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the weighting of 90% will be applied in the final combined rating.
6. For each responsive offer, the IOC merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive offer obtaining the highest IOC score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer with the highest combined rating of IOC merit and price will be recommended for award of a standing offer. In the case of a tie, the proponent submitting the lower price for the services will be selected.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 90/10 weighting of price and IOC merit, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Price (90%) and IOC Merit (10%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall IOC Score</b>		85/100	66/100	71/100
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>IOC Merit Score</b>	85/100 x 10 = 8.5	66/100 x 10 = 6.6	71/100 x 10 = 7.1
	<b>Pricing Score</b>	45/55 x 90 = 73.64	45/50 x 90 = 81.00	45/45 x 90 = 90.00
<b>Combined Rating</b>		82.14	87.60	97.10
<b>Overall Ranking</b>		3rd	2nd	1st

## **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-) (<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 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 Certification of Language – Bilingual Resource (if applicable)**

By submitting an offer, the Offeror certifies that, should a Standing Offer be issued to the Offeror as result of this solicitation, every bilingual employee the Offer provides will meet the following Level C Official Language profiles at the time of call-up issuance:

#### **Reading – in English and French**

Ability to understand texts dealing with a wide variety of work-related topics; ability to understand most complex details, inferences and fine points of meanings; ability to read with good comprehension specialized or less familiar material.

#### **Writing – in English and French**

Ability to write explanations or descriptions in a variety of informal and formal work-related situations; ability to write texts in which the ideas are developed and presented in which vocabulary, grammar and spelling are generally appropriate and require few corrections.

#### **Oral interaction – in English and French**

Ability to give detailed explanations and descriptions; ability to handle hypothetical questions; ability to support an opinion, defend a point of view, or justify an action; ability to counsel and give advice ability to handle complex work-related situations.

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

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

#### **6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to the Standing Offer.

#### **6.3 Standard Clauses and Conditions**

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

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### 6.3.1 General Conditions

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

### 6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records, on its provision of goods or services or combination of goods and services to Authorized Users under any and all contracts resulting from the Standing Offer. This data must also include all purchases paid for by a Canada acquisition card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted electronically on a quarterly basis to the Standing Offer Authority.

The Quarterly reporting periods are defined as follows:

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

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

### 6.4 Term of Standing Offer

#### 6.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_ inclusive. (To be determined)

#### 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for three (3) additional one (1) year period(s) under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

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

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users in Yellowknife, NT, which is subject to the Tlicho Land Claims and Self-Government Agreement. Please refer to Annex D.

### 6.5 Authorities

#### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Nidhi Nigam

Solicitation No. - N° de l'invitation  
EW479-212629/A  
Client Ref. No. - N° de réf. du client  
EW479-212629

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-1-44001

Buyer ID - Id de l'acheteur  
EDM034  
CCC No./N° CCC - FMS No./N° VME

Title: Procurement Specialist

Directorate: Public Works and Government Services Canada Acquisitions Branch  
Western Region

Address: Canada Place  
10th Floor 9700 Jasper Ave  
Edmonton, Alberta, T5J 4C3

Telephone: 587-532-8142

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

### 6.5.2 Project Authority

The Project Authority for each resulting contract will be identified in the Call-up issued by the Contracting Authority.

### 6.5.3 Offeror's Representative

Name:

Title:

Address:

Telephone: \_\_\_\_ - \_\_\_\_ -

Facsimile: \_\_\_\_ - \_\_\_\_ -

E-mail address:

### 6.6 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: 2019-01 of the Treasury Board Secretariat of Canada.

### 6.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department or agency listed in Schedules I, I.1, II, of the Financial Administration Act, R.S.C., 1985, c. F-11.

### 6.8 Call-up Procedures

6.8.1. Authorized Identified Users in the federal government will review the Basis of Payment, look for the classification, or skill keyword.

6.8.2. The Standing Offer holder with the lowest price for the required classification, will be considered for the Call-up. Where the firm hourly rate is the same, the order will be determined by the Standing Offer Holder with the lower overtime multiplier.

6.8.3. Identified Users will email one or more Standing Offer Holder(s) in the ranking order (starting with the lowest priced Standing Offer Holder) for the required classification to establish if they can provide a resource who:

- a) meets the classification description;
- b) is available for the specified period of time;
- c) can report to the given location in the Area; and

The Identified User will provide at least two (2) full working days' notice for the Standing Offer Holders to respond to the email request. Email requests are required to ensure that the lowest-priced Standing Offer Holder is consulted, given the same information/timeframe to respond, and a written record of correspondence is available for audit purposes.

#### **EXAMPLES:**

When contacting the Standing Offer Holders the Identified Users can provide details such as "The temporary help employee must meet the qualifications for the Clerk – Junior classification, must be able to work from DD-MM-YYYY to DD-MM-YYYY, in (City, Province). Standing Offer Holders must provide a response to this email by DD-MM-YYYY."

6.8.4. The Identified User will review the responses to determine the lowest priced Standing Offer Holder who meets the requirements and issue a call-up to place an order with that Standing Offer Holder.

6.8.5. The Identified User will forward to the Standing Offer Authority, details of all unsuccessful attempts to use the Standing Offer Holder with the lowest rates (including the reasons why the Standing Offer Holder could not meet the requirement). After three (3) separate unsuccessful attempts to place a call-up with a Standing Offer Holder, the Standing Offer Authority will withdraw the Standing Offer in accordance with the provisions found at Annex "A", Section 8. Unsatisfactory Services.

6.8.6. Call-up Periods: The minimum call-up period is four (4) consecutive hours. The maximum call-up period is forty-eight (48) consecutive weeks (including all amendments). All call-ups are subject to clients' internal delegation authority limits.

#### **6.9 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. 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.

---

## 6.10 Limitation of Call-ups

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

## 6.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010B (2020-05-28), General Conditions – Professional Services (Medium Complexity)
- e) Annex A, Statement of Work ;
- f) Annex B, Basis of Payment ;
- g) Annex D, Standing Offer Reporting
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer.*

## 6.12 Certifications and Additional Information

### 6.12.1 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.

## 6.13 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 Northwest Territories.

## 6.14 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.

## **6.1 Statement of Work**

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

## **6.2 Standard Clauses and Conditions**

### **6.2.1 General Conditions**

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

Section 15 Interest on Overdue Accounts, , of 2010B (2020-05-28) General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

## **6.3 Term of Contract**

### **6.3.1 Period of the Contract**

The Work must be completed within the period specified in the call-up against the Standing Offer.

## **6.4 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.

## **6.5 Payment**

### **6.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid accordance with *Annex "B" Basis of Payment*. Customs duties are *included* and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **6.5.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17) Limitation of Price

### **6.5.3 Monthly Payment**

H1008C (2008-05-12) Monthly Payment

### **6.5.4 SACC Manual Clauses**

A9116C (2007-11-30) T1204 – Information Reporting by Contractor  
C0711C (2008-05-12) Time Verification

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

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 6.6 Invoicing Instructions

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

Invoices must be submitted on the Offeror's own invoice form and at a minimum include:

- (a) the call-up number;
  - (b) the amount invoiced (exclusive of applicable tax);
  - (c) the amount of applicable tax;
  - (d) the date;
  - (e) the name and address of the Identified User;
  - (f) the Item number(s);
  - (g) a copy of time sheets to support the time claimed (if applicable);
  - (h) the Standing Offer Number as shown on page 1 of this Standing Offer.
2. The original and one (1) copy of each invoice must be forwarded to the Client Representative as indicated on each call-up document for certification and payment.

## 6.7 Insurance or Insurance Requirements

*SACC Manual* clause G1005C (2016-01-28) Insurance – No Specific Requirement

## 6.8 SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations (if applicable)

A9068C (2010-01-11) Government Site Regulations (if applicable)

## 6.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

## ANNEX "A"

### STATEMENT OF WORK

1. Requirement
2. Background
3. Areas
4. Bilingual Services
5. Standing Offer Holder Process for Call-ups
6. Standing Offer Holder Responsibilities
7. Unsatisfactory Services

#### 1. Requirement:

The Standing Offer Holder must provide temporary help services as and when requested by various Federal Government Departments and Agencies, as detailed herein.

#### 2. Background:

Temporary help services may be required from Standing Offer Holders who, provide the services of their employees to others on a temporary basis when the incumbent is absent for a period of time; during a temporary workload increase, or a position is in process of being staffed.

The temporary help services available through this Standing Offer include services commonly available in the following categories:

- a) Administrative Support
- b) Professional & Administrative
- c) Technical & Operational
- d) Telecommunications and Engineering Services

These categories are further broken down into classifications viewable at: [Annex B, Basis of Payment](#).

For the purposes of this document, consolidated large-value services requirements and all other requirements, such as deliverables-based initiatives, or unique services, at present, will be fulfilled through other methods.

#### 3. Geographic Areas:

Services are to be provided to Yellowknife, North West Territory area.

#### 4. Bilingual services:

Offeror's Temporary Help resource meeting or exceeding the requirements of Level "C" in reading, writing and oral, in both French and English are considered bilingual.

#### LEVEL C

##### Reading:

Ability to understand texts dealing with a wide variety of work-related topics; ability to understand most complex details, inferences and fine points of meanings; ability to read with good comprehension specialized or less familiar material.

##### Writing:

---

Ability to write explanations or descriptions in a variety of informal and formal work-related situations; Ability to write texts in which the ideas are developed and presented in which vocabulary, grammar and spelling are generally appropriate and require few corrections.

**Oral Interaction:**

Ability to give detailed explanations and descriptions; ability to handle hypothetical questions; Ability to support an opinion, defend a point of view, or justify an action; ability to counsel and give advice; Ability to handle complex work-related situations.

**5. Standing Offer Holder process for Call-ups:**

It is understood and agreed that resource will not be assigned in response to call-ups unless they have been skill-tested and qualifications verified by the Standing Offer Holder. All assigned temporary help resources must meet the applicable minimum qualifications for each classification as outlined in Annex B, Basis of Payment.

Standing Offer Holders must be able to dispatch a resource meeting the offered classification description within 48 hours of the request 80% of the time.

**6. Standing Offer Holder Responsibilities:**

In addition to obligations set out herein, during the period of the Standing Offer, the Standing Offer Holder must:

**6.1 Maintain Testing Processes**

The Standing Offer Holder must maintain, as a minimum, the testing processes, procedures and instruments identified in the offer to screen the various skills and aptitudes for the types of classifications offered. All proposed temporary help employees must have qualifications and experience verified.

**6.2 Maintain Quality Assurance**

The Standing Offer Holder must maintain, as a minimum, the levels of pre-assignment screening, assessment during assignment and post-assignment assessment identified in the initial offer.

**6.3 Closure of Government Offices**

Where resources of the Standing Offer Holder are providing services on government premises pursuant to a Call-Up issued by an Identified User and the said premises become non accessible due to evacuation or closure of government offices, the Standing Offer Holder will be paid for no more than one

(1) working week, at the applicable regular rates as shown on the Call-Up provided that the Standing Offer Holder submits with its invoice a certification, countersigned by the affected resource(s), stating that:

- a) the Standing Offer Holder has not received any other payment from any other client, including the government, during the period of the closure; and
- b) the affected resource(s) has (or have) been or will be paid at the rates such resource(s) is (or/are) entitled to be paid have the services been provided as required in the Call-Up.

Note: There is no guarantee that the same temporary help resource will remain available upon re-opening of Government offices.

**7. Unsatisfactory Services:**

The following situations constitute a complaint. The Standing Offer Holder:

- a) was unable to provide a resource that meets the classification description for which they had offered;
- b) did not respond within the time stipulated in the email request;
- c) would not honour the firm hourly rate as listed in the electronic catalogue;
- d) inadequately matched the skill set of temporary help employee to classification;

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File No. - N° du dossier  
EDM-1-44001

Buyer ID - Id de l'acheteur  
EDM034  
CCC No./N° CCC - FMS No./N° VME

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e) failed to verify the temporary help employee credentials or skills; or

Three (3) separate complaints against the Standing Offer Holder will be grounds for the immediate withdrawal of the Standing Offer and removal from every classification that the Standing Offer Holder was qualified for. All services are to be performed to the complete satisfaction of the Project Authority and are subject to his or her acceptance.

## **ANNEX "B"**

### **BASIS OF PAYMENT**

Payment will be determined by the actual hours worked and the firm hourly rate specified in the Call-up document. Offeror to provide rates only for the categories they wish to be considered for the call-up.

#### **1.1 Firm Hourly Rate:**

Only one firm hourly rate is to be provided per classification. The prices must be an all-inclusive firm hourly rate in Canadian funds including salary, overhead, profit, benefits, annual leave, sick leave, for the provision of a temporary help unilingual English speaking resource.

#### **1.2 Call-ups beyond six months:**

The rate identified in the call-up, will apply for the entire period, including any amendments extending the period of the call-up.

#### **1.3 Travel and Living Expenses:**

All travel and living expenses between the temporary help personnel's residence and the work site and/or the Offeror's premises are the sole responsibility of the temporary help personnel and/or the Offeror.

However, should the temporary help personnel be required to travel beyond the parameters stated above, the following will apply:

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle expenses specified in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

#### **1.4 Premium for Bilingual Services:**

In those circumstances when the services of bilingual personnel are specifically requested by the Identified User, the Offeror will add a premium of \$0.55 per hour on the firm hourly rate applicable to the classification requested. Should the Offeror not specify a bilingual staff member, it will be presumed the services will be unilingual English only.

#### **1.5 Overtime**

The overtime multiplier should be identified on the appropriate location of the spreadsheet but will not be used in the evaluation. The overtime multiplier will be identified in Annex B, Basis of Payment for overtime situations and to break "ties" to rank firms with the same firm hourly rates. The overtime multiplier is that quoted number which when multiplied by the firm hourly rate for any classification will yield a bill rate in situations when a Project Authority has specifically authorized overtime. The overtime rates will be calculated by multiplying the overtime multiplier by the firm hourly rate for the classification provided. The overtime multiplier must not include any element of overhead and profit, but confined solely to the increase in wages and employer contributions.

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Buyer ID - Id de l'acheteur  
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**Example:**

Firm hourly rate: \$20.00/hour

Rate exclusive of overhead, profit, benefit, etc.: \$15.00/hour

Although employee gets 1.5x their rate for overtime the overtime multiplier would be 1.125 not 1.5. The Standing Offer Authority will be performing periodic audits to ensure that the overtime multiplier is less than 1.5.

Overtime rates can only be paid for time worked at the given assignment in excess of the hours stipulated by Provincial/Territorial Legislation per week (and/or per day). For the purposes of calculating overtime, the week begins on Monday. All overtime requires the prior approval of the Project Authority and no other reason will justify billing at the overtime rates.

**1.6 Statutory Holidays/Annual Leave/Sick Leave:**

No temporary help personnel shall work on a statutory holidays identified within this article. Statutory holiday pay is the sole responsibility of the Offeror. Temporary help personnel are not to work on any of the statutory holiday identified in the sentence below.

Federal government offices are generally closed on the following statutory holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labor Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

Canada will not accept any charges for statutory holidays or annual leave or sick leave incurred by the Offeror as a consequence of satisfying the terms of the resulting Call-up.

**1.7 Interview fees for administrative support categories only:**

Canada has the right to request an interview for temporary help employees. Normally, interviews are not necessary for employees in the Administrative Support category because Offerors have already carried out a selection process using interviews and tests. When an Identified User invites an administrative support candidate to an interview, the Offeror will charge the department or agency the equivalent of four (4) hours of work, at the rate established for the level in question. In this situation, the Identified User will issue a call-up and sign the time sheet.

Interviews required for other categories will not be charged under the Standing Offer. It is the duty of a Standing Offer Holder to find up to three (3) of the best qualified employees available to meet the requirements. In these categories, Standing Offer Holders will provide résumés or work samples of the proposed personnel and the Project Authority will be entitled to one (1) interview for up to three (3) candidates, at no charge.

**1.8 No charge for Unsatisfactory Services Reported within first four (4) hours:**

If an Identified User has not requested résumés or asked for interviews and the services are reported as being unsatisfactory within the first four (4) hours, then the identified User will not be charged.

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File No. - N° du dossier  
EDM-1-44001

Buyer ID - Id de l'acheteur  
EDM034  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX C**

**EXCEL COPY OF BASIS OF PAYMENT**

SEE ATTACHED EXCEL DOCUMENT

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## ANNEX D

### COMPREHENSIVE LAND CLAIM AGREEMENTS (CLCA)

#### Tłıchq Land Claims and Self- Government Agreement

In this requirement, it is not mandatory for Offerors to include the Aboriginal Opportunity Considerations (AOC) as part of their proposal.

This procurement is subject to the Tłıchq Land Claims and Self-Government Agreement.

Offerors are requested to maximize Indigenous employment, subcontracting and on-the-job training opportunities, and involve Indigenous citizens and businesses, in carrying out the work under this project.

The CLCA contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are often referred to as Indigenous Opportunity Considerations (IOC), and offeror propose Indigenous opportunities in their bid submission.

The proposed requirement is subject to the Tłıchq Land Claims and Self-Government Agreement. The requirements of the Tlıcho Land Claim and Self Government Agreement will apply to this procurement. The provisions that apply are contained in: Chapter 26 – Economic Measures, of the Tłıchq Land Claims and Self-Government Agreement, clauses 26.3, 26.3.1 (a).  
<https://www.rcaanc-cirnac.gc.ca/eng/1292948193972/1543262085000#chp26>

#### 26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

26.3.1 Where government carries out public activities wholly or partly in Mqwhì Gogha Dè Nııttèè (MGD) (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities, (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems

For purposes of interpretation:

“Tłıchq entity” means an entity which complies with the legal requirements to carry on business in the Northwest Territories and which is

- a) a corporation with more than 50 percent of the corporation’s voting shares beneficially owned by Tłıchq Citizens or the Tłıchq Government;
- b) a co-operative controlled by Tłıchq Citizens or the Tłıchq Government;
- c) a sole proprietorship operated by a Tłıchq Citizen; or
- d) a partnership in which at least 50 percent of the partners are Tłıchq Citizens or the Tłıchq Government

“Tłıchq person” means a person

- a) of Aboriginal ancestry who resided in and used and occupied any part of Mqwhì Gogha Dè Nııttèè on or before August 22, 1921 and who received Treaty 11 benefits, or a descendant of such person;
- b) who is a band member, or a descendant of such person; or
- c) who was adopted as a child, under the laws of any jurisdiction or under any Tłıchq custom, by a Tłıchq person within the meaning of (a) or ( b) or by a Tłıchq Citizen, or is a descendant of any such adoptee.

## **ANNEX E**

### **INDIGENOUS OPPORTUNITY CONSIDERATIONS (IOC)**

#### **PART A – INDIGENOUS OPPORTUNITY CONSIDERATIONS**

##### **Evaluation and Assessment of IOC Commitment**

Offerors should provide a written plan of engagements, measures and proposed procedures to be taken to deliver on the Indigenous, labour, subcontracting/supplier and office presence commitments made below.

Offerors that do not provide sufficient documentation to demonstrate how they will meet their commitment may be given 2 calendar days to provide additional supporting information. Offerors that fail to provide the additional information within the allotted time period will receive a score of 0 regardless of the commitment made under the respective criterion and will not be eligible for an incentive. Conversely, one cannot change their commitments by providing additional information.

Canada reserves the right to verify any information provided in the IOC and that untrue statements may result in the tender being declared non-responsive.

Below are examples of what a bidder may provide to demonstrate their commitments. Note, this is not an exhaustive list, offerors are responsible for providing sufficient detail to support the plan outlined and the commitments made. Points will not be assigned for unsupported commitments.

#### **SUPPORTING DOCUMENTATION**

##### **Office Presence**

- Offerors to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the Standing Offer.
- Describe the nature of the firm's presence in the area of the Standing Offer and how it demonstrates progress towards, and maintenance of, commitments made in the bidder's IOC proposal.
- Include the number of years in existence, number of full-time and part-time employees and the nature of the work performed at that location.

##### **Labour**

- list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Indigenous people;
- names of individuals or companies contacted and the nature of the undertakings;
- details on the work to be carried out for each position proposed to be filled by Indigenous people;
- strategies for recruitment of Indigenous people;
- strategies for retention of Indigenous people for long-term, multi-year projects;
- strategies for succession planning; and
- strategies for staff management.

##### **Subcontracting/suppliers**

- names of companies contacted and the natures of the undertakings;
- list of specific Indigenous businesses that will be subcontractors/suppliers;
- the type of work to be carried out by Indigenous businesses; and
- how Indigenous Firms will be managed from developing sources of supply to administration

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URL links to websites will not be considered.

NOTE: Percentages should be supported by a list of specific subcontractor/suppliers that can be confirmed as Indigenous subcontractors/suppliers. Verification of Indigenous businesses will be made through:

- Indigenous Business Directory: [http://www.ic.gc.ca/eic/site/ccc\\_bt-rec\\_ec.nsf/eng/h\\_00011.html](http://www.ic.gc.ca/eic/site/ccc_bt-rec_ec.nsf/eng/h_00011.html); and/or
- Supplier Registration Information: <https://srisupplier.contractsCanada.gc.ca/>; and/or
- In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.

**INDIGENOUS OPPORTUNITY CONSIDERATIONS CRITERIA**

ITEM	<p align="center"><b>BID CRITERIA</b></p> <p align="center">. "Area of the CLCA" is included in Tlicho applicable requirements.</p>	<p align="center"><b>Available Points</b></p>
1.0	<p>This procurement is subject to the Tlicho Land Claims and Self-Government Agreement apply to this procurement. Canada reserves the right to confirm validity of all declarations / commitments.</p>	
1.1	<p><b>HEAD OFFICE (20)</b></p> <p>Offeror are requested to demonstrate the existence of the offerors head offices, staffed administrative offices or other staffed facilities in the area of the Standing Offer.</p> <p>Points will be assigned as follows, to a maximum of 20 points:</p> <ol style="list-style-type: none"> <li>1. Head Offices (8 pts)</li> <li>2. Staffed Administrative Offices (8 pts)</li> <li>3. Other Staffed Facilities (4 pts)</li> </ol>	/20
1.2	<p><b>LABOUR</b></p> <p><b>The employment of Indigenous representation in the firm.</b></p> <p>Bidder will be evaluated on their firm commitment to use-Indigenous people from the area of the Standing Offer in carrying out the work. The percentages identified below relate specifically to indigenous employment labour regardless of whether they are Prime Contractor staff and/or subcontractor staff.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, that may or will be staffed by Indigenous people. Indigenous employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative, if applicable.</p> <p>Indigenous people from within the Standing Offer area must meet the following criteria:</p> <ol style="list-style-type: none"> <li>1. An Indigenous individual who is performing services related to the service category listed in the Statement of Work for a contractor, subcontractor or supplier.</li> <li>2. The individual must live within the area of the Standing Offer. Proof of residency may be requested (Driver's Licence, Territorial Health Card).</li> </ol> <p>Offeror should provide their commitment of Indigenous Subcontractors in accordance with the following:</p> <p>Total No. of Indigenous Employee for This Standing Offer: _____ employees (a) +        Total non-Indigenous Employee for This Standing Offer: _____ employees (b) =        Total Employee (Indigenous and non-Indigenous) for This Standing Offer: _____ employees (c)</p> <p><b>(a) / (c) = % Commitment (d)</b></p> <p>0-100% of total labour = 0-40 points.        Points will be assigned based on a percentage % of the total points available:        ___ (d) % x total points available</p>	/40

*Example (Option 1):  
 Bidder commitments 65% of labour will be Indigenous = 65% of total points (30)  
 65% x 30 = 19.5 points*

NOTE:  
 Bidder must demonstrate how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points.

\*\*\* Deduction Conditions will apply to this criterion.

**SUBCONTRACTORS/ SUPPLIERS**

Offeror will be evaluated on their firm commitment to use Indigenous subcontractors for services from Indigenous owned businesses from the area applicable to the Contract.

**Indigenous Subcontractors / Suppliers from the area of the contract are defined as:**

1. An enterprise that is a sole proprietorship, limited company, co-operative, or not-for-profit organization in which Indigenous persons have majority ownership and control (according to the percentage defined in the CLCA obligations); or a joint venture or consortium in which an Indigenous business or businesses as defined above have at least 30 percent ownership and control.
2. The Supplier must have a staffed office or facility within the area of the Standing Offer, or the head office of the Indigenous group that holds the majority ownership must be located within the area of the Contract.

Offeror should provide their commitment of Indigenous Subcontractors in accordance with the following:

Value of Indigenous Contracting (contractor/subcontractor or supplier): \$ \_\_\_\_\_ (a)  
 +  
 Value of Non-Indigenous Contracting (contractor/subcontractor or supplier): \$ \_\_\_\_\_ (b)  
 =  
 Estimated value of Standing Offer (must equal total offer price):  
 \$ \_\_\_\_\_ (c)

1.3

/40

**(a) / (c) = % Commitment (d)**

Points will be assigned based on a percentage of the total points available:

**(d) x 40 (available points) = assigned points**

*Example:*  
 Value of Indigenous sub-contracting: \$ 55,000 (a)  
 Value of Non-Indigenous sub-contracting: \$ 45,000 (b)  
 Estimated value of Contract: \$100,000 (c)  
  
 \$55,000 / \$100,000 = .55  
 55% x 40 = 22 assigned points

NOTE:  
 Bidder must demonstrate how they will meet their Subcontractors/Suppliers %. Simply indicating a

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	"%" commitment is not sufficient to achieve points.	
	*** Deduction Conditions will apply to this criterion.	
	<b>TOTAL POINTS AVAILABLE</b>	<b>/100</b>

**PART B - BIDDER COMMITMENT**

1. At time of bid submission - The Commitment and Achievement tables may be used by offeror to submit their proposal.
2. Successful offeror that do not make IOC commitments in their bid will be ineligible to be assessed for an incentive in that category at the end of the contract. Offeror take note that a 0% commitment is considered to be no commitment.
3. At the time of Call-up the Successful contractor has to provide the indigenous commitment. Where an indigenous labour is not available the bidder can provide non-indigenous labour (personnel).
4. Canada reserves the right to verify any information provided in the IOC and that untrue statements may result in the tender being declared non-responsive.
5. For follow-up purposes, the communities may receive copies of the contractors Indigenous Opportunity Considerations and periodically receive performance monitoring results.

**PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION**

1. For the successful Contractor only - If an IOC commitment is provided as part of the bid, the Contractor must provide a summary of activities undertaken to meet the commitments made as part of the IOC portion of their bid. The Commitment and Achievement tables must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor prior to the term of the Contract .
2. The Contractor must indicate if any objectives were not met, identify why they were not, explain how the situation will be remedied in future.
3. Canada reserves the right to verify any information provided in the IOC.
4. The IOC Certification and IOC Achievement Reports must be submitted prior to final payment with details how the Contractor met its IOC commitment.
5. Failure to comply with the request to submit the certification and report within 15 business days may result in a 1% deduction.
6. For follow-up purposes, the communities may receive copies of the Contractor's Indigenous Opportunity Considerations and periodically receive performance monitoring results.

Return Reports to:

Contracting Authority Name: Nidhi Nigam  
Email: Nidhi.Nigam@pwgsc.gc.ca

**Contractor Certification**

**INDIGENOUS OPPORTUNITY CONSIDERATIONS ACHIEVEMENT CERTIFICATION:**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.**

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**COMMITMENT AND ACHIEVEMENT TABLES – TO BE USED AT TIME OF BID AND END OF CONTRACT**

At time of bid submission, the following tables may be used by offeror as part of their bid.

At the end of the contract, the Contractor may also use the following tables to outline their achievements.

**TABLE 1 – Head Office**

<b>Provide Current Business address</b>			
Demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the Standing Offer			
Home office:			
	Address	City, Province / Territory	Postal Code
Administrative office(s):			
	Address	City, Province / Territory	Postal Code
Staffed facility(ies):			
	Address	City, Province / Territory	Postal Code

**TABLE 2 –Indigenous Labour**

Total No. of Indigenous Employee Hours for This Contract \_\_\_\_\_ = \_\_\_\_\_ %  
 Total Employee Hours (Indigenous and non-Indigenous) for This Contract

<b>Name &amp; Position Title (Provide name(s) where possible)</b> Include the # of hours, categories, overall percentage of Indigenous labour, non-Indigenous labour hours and the total hours. NOTE: It is not necessary to identify non-Indigenous employees by name and position.	<b>Indigenous Employee Hours</b>	<b>Non-Indigenous Employee Hours</b>
Total Indigenous and non-Indigenous Employee Hours:		

**TABLE 3 – Indigenous Sub-Contracting/Suppliers**

Total Cost for Indigenous Subcontracting/Suppliers for This Contract = \_\_\_\_\_%  
 Total Value of the Contract (TBD)

NOTE: only subcontractors and suppliers that can be confirmed as Indigenous businesses with a staffed office or facility within the Standing Offer will be included in the calculations. Verification of Indigenous businesses will be made in accordance with 3.4 Subcontractors/Suppliers.

Company Name	Description of Work	Value of Subcontract or Supplies / Services	Indigenous Company	Non-Indigenous Company
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

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### **INDIGENOUS OPPORTUNITY CONSIDERATIONS DEDUCTION CONDITIONS**

1. Under the provisions of the proposed contract, where the contractor meets the commitments specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor does not meet the certified percentage of Indigenous employee hours worked on the Contract and fails to fulfill their Indigenous employment commitment, an amount of up to 0.333% of the final contract value may be deducted for non-performance. (Table 1A)
3. If the contractor does not meet the certified percentage of Indigenous subcontractors/Suppliers, and fails to fulfill their Indigenous subcontractors/suppliers commitment, an amount of up to 0.333% of the final contract value may be deducted for non-performance. (Table 1B)
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
5. Canada reserves the right, at their sole discretion, to reduce or eliminate deductions if it can be clearly demonstrated that significant efforts were made to meet the IOC commitment and the minimum requirements could not be met due to circumstances out of the Contractor's control.

NOTE: "FINAL Contract VALUE" for the purposes of the incentive and deduction calculation the final Contract includes all amendments to the original award amount unless identified as being excluded from the IOC calculation at the time of amendment negotiation.

<b>INDIGENOUS EMPLOYMENT AND DEDUCTION ASSESSMENT</b>		
<b>FINAL STATISTICS</b>		
1	<b>CONTRACTOR:</b>	
2	<b>Final Contract Value (included applicable amendments) (no GST)</b>	\$
3	<b>Certified Indigenous employment commitment</b>	
	<b>Percentage of hours committed</b>	%
	<b>Percentage of hours achieved</b>	%
	<b>Met</b> - No applicable deduction or deduction. <b>Shortfall</b> - Assess the contractor for applicable deduction	<b>Met / fell short</b>
4	<b>Certified Indigenous Sub-contracting/Supplier commitment</b>	
	<b>Percentage of bid value committed</b>	%
	<b>Percentage of contract value (including all applicable amendments) achieved</b>	%
	<b>Met</b> - No applicable deduction or incentive. <b>Shortfall</b> - Assess the contractor for applicable deduction	<b>Met / fell short</b>
5	<b>COMMENTS:</b>	
6	<b>SIGNATURE OF EVALUATION PANEL:</b>  <b>Departmental Representative:</b> _____ <b>Project Authority:</b> _____ <b>Contracting Officer (PWGSC):</b> _____	

**TABLE 1A - ASSESSMENT OF INDIGENOUS  
 LABOUR DEDUCTION**

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>Calculate the percentage of commitment achieved for on-site Indigenous content based on the following formula, where:</b></p> <p>Achieved %: (a)            Proposed %: (b)</p> <p>Score will be calculated as follows:</p> <p><math>(a) / (b) = (c) * 60</math></p> <p><b>Note:</b> If (c) is <math>\leq 50\%</math>, Contractor will receive 0 points.</p>	60									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve on-site Indigenous employment commitments.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1"> <thead> <tr> <th>0 points</th> <th>2 points</th> <th>6 points</th> <th>10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td> <td>Demonstrated little to no effort to meet the IOC commitment</td> <td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls								
3	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	100									
4	<b>TOTAL CALCULATED DEDUCTION</b>										
	$(100 - \text{total assessed score})\% \times (\text{final contract value}) \times \underline{\hspace{1cm}}\%$	\$									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										

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**SIGNATURE OF EVALUATION PANEL:**

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**Departmental Representative:** \_\_\_\_\_

**Project Authority:** \_\_\_\_\_

**Contracting Officer (PWGSC):** \_\_\_\_\_

**TABLE 1B - ASSESSMENT OF INDIGENOUS  
 SUB-CONTRACTING/SUPPLIER DEDUCTION**

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>Calculate the percentage of commitment achieved for Indigenous content based on the following formula, where:</b></p> <p>Achieved %: (a)            Proposed %: (b)</p> <p>Score will be calculated as follows:</p> <p><math>(a) / (b) = (c) * 60</math></p> <p><b>Note:</b> If (c) is <math>\leq 50\%</math>, Contractor will receive 0 points.</p>	60									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Indigenous sub-contracting / supplier commitment.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1"> <thead> <tr> <th>0 points</th> <th>2 points</th> <th>6 points</th> <th>10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td> <td>Demonstrated little to no effort to meet the IOC commitment</td> <td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls								
3	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	100									
4	<b>TOTAL CALCULATED DEDUCTION</b> $(100 - \text{total assessed score})\% \times (\text{Final contract value}) \times \underline{\hspace{2cm}}\%$	\$\$									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										
6	<p><b>SIGNATURE OF EVALUATION PANEL</b></p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										



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## **ANNEX "G" to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)