



Return Offers to - Retourner les offres à :

Indigenous Services Canada on behalf of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC)/ Services aux Autochtones Canada au nom de Relations Couronne-Autochtones et Affaires du Nord Canada (RCAANC)

Email address / adresse courriel:
soumissionbid@sac-isc.gc.ca

Request for Standing Offer (RFSO)

Offer to Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC)

We hereby offer to sell to His Majesty the King in right of Canada, as represented by the Minister of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC), in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Demande d'offres à Commandes (DOC)

Offre aux Services aux Relations Couronne-Autochtones et Affaires du Nord Canada (RCAANC)

Nous offrons par la présente de vendre à Sa Majesté le roi du chef du Canada, représenté par le Ministre du Relations Couronne-Autochtones et Affaires du Nord Canada (RCAANC), aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Page 1 of - de 58	
Subject - Sujet	
Environmental Investigations, Remediation and Engineering Services Related to Contaminated Sites in the Northwest Territories / Services d'études environnementales, d'assainissement et d'ingénierie liés aux sites contaminés dans les Territoires du Nord-Ouest	
Solicitation / Client Reference No. - N° de l'invitation / N° référence du client 1000254795	
Date (YYYY/MM/DD) - Date (AAAA/MM/JJ) 2024-07-17	
Solicitation Closes - L'invitation prend fin	Time Zone - Fuseau horaire
at - à : 2:00 P.M. on - le : August 6, 2024	Eastern Time Zone / fuseau horaire de l'Est
Address inquiries to - Adresser toutes questions à:	Buyer ID - ID de l'acheteur
karen.mezher@sac-isc.gc.ca	N/A
Telephone No. - N° de téléphone 873-354-8200	Facsimile No. - N° de télécopieur N/A - S.O.
Destination of Goods, Services, and Construction - Destination des biens, services et construction	Delivery Required - Livraison exigée
Northwest Territories - Territoires du nord-ouest	See herein - Voir dans la présente
Security Requirements - Exigences relatives à la sécurité	
No, there are no security requirements – Non, il n'y a aucune exigence de sécurité	

Vendor/Firm Information / Information du fournisseur / de l'entrepreneur

(Include signed copy with offer - Prière d'inclure une copie dûment signé avec l'offre)

Vendor/Firm Name - Raison social et adresse du fournisseur / de l'entrepreneur:	Name and title of person authorized to sign on behalf of Vendor/Firm - Nom et titre de la personne autorisée à signer au nom du fournisseur / de l'entrepreneur
Address - Adresse:	Name - Nom:
Telephone No. - N° de téléphone:	Title - Titre:
Facsimile No. - N° de télécopieur:	<p>_____</p> <p>Signature Date (YYYY/MM/DD) - Date (AAAA/MM/JJ)</p>

TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION	4
1.1 INTRODUCTION	4
1.2 SUMMARY.....	4
1.3 DEBRIEFINGS	5
PART 2 - OFFEROR INSTRUCTIONS	6
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	6
2.2 SUBMISSION OF OFFERS	6
2.3 FORMER PUBLIC SERVANT	6
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS	8
2.5 APPLICABLE LAWS.....	8
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	8
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	9
3.1 OFFER PREPARATION INSTRUCTIONS.....	9
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1 SELECTION AND EVALUATION METHODOLOGY	11
4.2 EVALUATION PROCEDURES	12
4.3 BASIS OF SELECTION	12
4.4. TECHNICAL EVALUATION.....	14
4.5 FINANCIAL EVALUATION	26
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	28
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	28
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	28
PART 6 - INSURANCE REQUIREMENTS.....	30
6.1 INSURANCE REQUIREMENTS	30
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.....	31
A. STANDING OFFER	31
7.1 OFFER.....	31
7.2 SECURITY REQUIREMENTS	31
7.3 STANDARD CLAUSES AND CONDITIONS	31
7.4 TERM OF STANDING OFFER	31
7.5 AUTHORITIES	32
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	32
7.7 IDENTIFIED USERS.....	32
7.8 NUMBER OF STANDING OFFERS	33
7.9 CALL-UP ALLOCATION AND PROCEDURES	33
7.10 CALL-UP INSTRUMENT	34
7.11 LIMITATION OF CALL-UPS – REMOVED.....	34
7.12 FINANCIAL LIMITATION	34
7.13 PRIORITY OF DOCUMENTS.....	34
7.14 CERTIFICATIONS AND ADDITIONAL INFORMATION	34
7.15 APPLICABLE LAWS.....	35
7.16 STATUS AND AVAILABILITY OF RESOURCES – STANDING OFFER	35
B. RESULTING CONTRACT CLAUSES.....	36
7.1 STATEMENT OF WORK.....	36
7.2 STANDARD CLAUSES AND CONDITIONS	36

7.3	TERM OF CONTRACT	36
7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	36
7.5	PAYMENT	37
7.6	INVOICING INSTRUCTIONS.....	38
7.7	INSURANCE – SPECIFIC REQUIREMENTS.....	39
7.8	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONTRACTOR - REMOVED	40
7.9	JOINT VENTURE (<i>TO BE REMOVED IF THE OFFEROR IS NOT A JOINT VENTURE</i>).....	40
7.10	DISPUTE RESOLUTION.....	40
ANNEX "A"		42
	STATEMENT OF WORK	42
ANNEX "B"		50
	BASIS OF PAYMENT.....	50
ANNEX "C"		51
	SECURITY REQUIREMENTS CHECK LIST.....	51
ANNEX "D"		54
	INSURANCE REQUIREMENTS.....	54
ANNEX "E"		57
	INDEPENDENT OFFER DETERMINATION CERTIFICATION	57

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 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, Security Requirements Checklist and Insurance Requirements and any other annexes.

1.2 Summary

- 1.2.1 The Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) Northwest Territories (NWT) Region is responsible for managing contaminated sites on Crown land in the NWT. CIRNAC anticipates initiating a series of environmental investigations, remedial activities, and/or long term monitoring at a number of sites throughout the NWT Region. Generally, these sites were associated with exploration, mining, and/or military operation and many have originated in excess of fifty years ago. There are nearly 100 sites in the NWT's inventory of federal contaminated sites. These sites are managed as per the Federal Approach to Contaminated Sites and the associated 10-step process. Many of them require additional environmental site assessment work, risk assessment analysis and remediation planning. Once remediation and/or risk management activities are completed, these sites may also require monitoring in the short or long-term. The Standing Offer Agreements (SOA) are intended to capture the environmental and engineering services required to manage risks at these sites and in many cases to facilitate moving these sites through the 10-step process.

The intent of this Request for Standing Offers (RFSO) is to award up to six (6) Standing Offer Agreements (SOAs) for a period from Standing Offer Award to March 31, 2027, with two (2) one (1) year option periods.

1.2.2 The Request for Standing Offers (RFSO) is to establish Standing Offers for the delivery of the requirement detailed in the RFSO, in the Northwest Territories (NWT), including the following areas subject to Comprehensive Land Claims Agreements (CLCAs):

- [Inuvialuit Final Agreement](#) (1984)
- [Gwich'in Comprehensive Land Claims Agreement](#) (1992)
- [Sahtu Dene and Metis Comprehensive Land Claims Agreement](#) (1994)
- [Tlicho Land Claims Agreement](#) (2005)

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.

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](#) (2023-06-08) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the following adaptations:

- a) Reference to Public Works and Government Services Canada (PWGSC) are replaced by the Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC).
- b) 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

2.1.1 SACC Manual Clauses

[M7035T](#) (2013-07-10), List of Proposed Subcontractors

2.2 Submission of Offers

Offers must be submitted **electronically only, in PDF format**, to Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) by the date, time and to the e-mail address indicated on page 1 of the Request for Standing Offers. Transmission of Offers submitted by any other means to CIRNAC will not be accepted.

Offers transmitted by .zip files will not be accepted.

Hyperlinks within offers 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: 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 seven (7) 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 Territories.

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 Standing Offer 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) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at <http://www.opo-boa.gc.ca/>.
- (d) 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

When submitting its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 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 Offeror's responsibility to ensure that the total size of the email does not exceed this limit.

Canada requests that the Offerors submit their offer by email in separate attachments as follows:

- Section I: Technical Offer (PDF Format);
- Section II: Financial Offer (PDF Format);
- Section III: Certifications (PDF Format);

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

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

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

Section I: Technical Offer

Offerors must submit their technical offer in accordance with the Technical Evaluation detailed in Attachment 1 to Part 4.

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

The technical offer should address clearly and in sufficient depth, the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the RFSO document is not sufficient. In order to facilitate the evaluation of the offer, Canada requests the 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.

Section II: Financial Offer

Offerors must submit their financial offer in Canadian Funds and in accordance with the Pricing Schedule detailed in Attachment 2 to Part 4.

3.1.1 Electronic Payment of Invoices - Offer

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

If not registered for direct deposit payments, by entering into this procurement process, the Offeror agrees to provide the information required to establish direct deposit by registering with the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) Electronic Payment Request form at standing offer award, and submit the form to the address provided.

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.

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 offer with the criteria listed in this Request for Standing Offer (RFSO). It is the sole responsibility of Offerors to provide sufficient information within their offer to enable CIRNAC to complete its evaluation.
- 4.1.2 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 offer. URL links to the Offeror's website **will not** be considered by the CIRNAC Evaluation Committee.
- 4.1.3 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.
- 4.1.4 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.
- 4.1.5 Offerors are advised that the experience is calculated as of the posting date of the RFSO. For example, if a given requirement states "The Offeror must have experience, within the last five (5) years", then the five (5) year period is calculated as of the posting date of the RFSO.
- 4.1.6 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 RFSO. No prior knowledge of or experience with the Offeror on the part of the CIRNAC Evaluation Committee will be taken into consideration.
- 4.1.7 **Each offer will be evaluated separately**, against the Mandatory Requirements and Point-Rated Criteria. The Selection and Evaluation Process for Offers consists of the following three (3) stages:
- Stage 1 -** Offerors will be evaluated on Mandatory Requirements M1-M3.
- Stage 2 -** Offerors meeting the mandatory requirements will be evaluated on the basis of Point-Rated Criteria R1-R5 inclusive.
- Stage 3 -** Offerors meeting an overall pass mark of 70% on Point-Rated Criteria R1-R5 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.

4.1.8 Definitions

The following definitions apply to the Criteria below:

"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 offer 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**”.

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.

4.3 Basis of Selection

4.3.1 Highest Combined Rating of Technical Merit (70%) and Price (30%)

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 130 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 186 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 70% for the technical merit and 30% 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 70%.
5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 30%.
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 six (6) responsive offers with the highest combined rating of technical merit and price will be recommended for award of a standing offer.

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%)				
		Offer 1	Offer 2	Offer 3
Overall Technical Score		115/135	89/135	92/135
Offer Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89

	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
	Combined Rating	83.84	75.56	80.89
	Overall Rating	1st	3rd	2nd

ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION

4.4. Technical Evaluation

References:

For the purposes of submitting an Offer, providing contact information for references is not required, however, Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) reserves the right to request for references from the bidder following bid submission (i.e. during the evaluation process) to verify the accuracy and veracity of the information provided in the bidder's offer. Where the Contracting Authority is unable to reach the bidder's reference, the Contracting Authority will notify the bidder of same and attempt to contact the bidder's reference again. If the Contracting Authority is still not able to contact the bidder's reference, the Bidder will have up to 5 business days to provide the Contracting Authority with alternate contact information. Failure to do so or inability of the Contracting Authority to reach the bidder's reference that can corroborate the information in the bid may render the Bidder's bid non responsive.

4.4.1.1 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.

M1 Corporate Profile and Resume	COMPLIANT (YES/NO)	Page #
<p>The Offeror MUST provide a corporate profile demonstrating the Offeror's capabilities as a firm and their knowledge and experience in the provision of services relevant to, and similar to the work as defined in the Statement of Work (SOW). At a minimum, the Offeror MUST include within the corporate profile:</p> <ol style="list-style-type: none"> a. The full legal name of the firm submitting the Proposal (including, as applicable, all joint venture, consortia, partners or subcontractors); b. Evidence that the Offeror's firm has been in business for a minimum of five (5) years, by providing documentation outlining the date of incorporation of the firm or joint venture or partnership. c. The Offeror's proposed project management approach; d. The extent of the Offeror's experience in the provision of services specifically relating to contaminated site activities in remote northern locations; e. Resource availability and access to back-up resources; f. Quality Assurance/Quality Control approach; g. Health and Safety Policy/Philosophy <p>For this requirement descriptions must be between 2 and 4 pages only, page format must be: font: arial, font size: 10, margins: one (1) inch margins, spacing between lines: single-spacing. Should the Offeror exceed this range, only the first 4 pages will be considered for evaluation. If the Offeror does not meet the minimum, their Offer will be considered non-compliant and will not be further evaluated</p>		

M2 Proposed Resources	COMPLIANT (YES/NO)	Page #
<p>2.1 The Offeror will be evaluated based on the expertise, experience, knowledge and qualifications of the Offeror's proposed management and technical team relating to the provision of services relevant to, and similar to the work identified in the Scope of Work and section 8.2 Minimum Resource Requirements of the Statement of Work. Each proposed resource must demonstrate the minimum education and experience requirements to be eligible to perform work under the standing offer. The Offeror MUST propose a resource team composed of the following resource categories:</p> <ul style="list-style-type: none"> • Senior Lead/Principal and/or Senior Professional (2 resources required altogether); • Intermediate Professional (1 resource required); • Junior Professional (1 resource required); • Technical Support (1 resource required); <p>The Offeror MUST include CVs for each member of the proposed resource team in the above resource categories and required number of personnel. The Offeror MUST only provide the number of personnel required for the purposes of evaluating the Offers. If more resources are provided than what is required, the Evaluation Committee will only consider the first named resource in the order in which they are presented in the Offeror's Proposal. A resource must not be proposed for more than one category of work.</p> <p>The CVs of the resources should include the following information:</p> <ul style="list-style-type: none"> • Name and resource category of the proposed resources; • Description of how the resources meet the Minimum Resource Qualifications outlined in section 8.2 of the Statement of Work; • Experience on similar projects, experience working in remote northern environments, and experience in the proposed project role that are relevant to the Statement of Work; • CVs should clearly indicate the year(s) within which the experience or degree(s) were achieved using the format year to year. Graduate work will NOT be considered as experience in the field; • CVs for the Senior Lead/Principal and/or Senior Professional must not exceed 2 pages per resume (if more than 2 pages are provided only the first 2 pages will be evaluated); • CVs for all other categories must not exceed two (2) pages per resume (if more than 2 pages are provided only the first 2 pages will be evaluated); • The format of the page is as follows: font: arial, font size: 10, margins: one (1) inch margins, spacing between lines: single-spacing • The proposed resource's signature must be provided on their CV as proof of their consent to perform the work and the veracity of information provided on the CV. <p>2.2 The Offeror MUST include a copy of the degree(s)/accreditation(s) received by each proposed resource.</p>		

M3 Project Summaries	COMPLIANT (YES/NO)	Page #
<p>3.1 The Offeror MUST provide three (3) written project summaries describing in detail the Offeror's experience in successfully providing services relevant to, and similar to each of the services as defined in the Statement of Work (Section 3, 3.1 to 3.3). Three (3) different sites must be identified through these project summaries.</p> <p><i>* Each summary must describe a different service from the SOW Section 3, 3.1-3.3. If a service is not clearly identified the Evaluation Committee will score zero for that service under R2 Project Understanding Summaries Point Rated Criteria.</i></p> <p>3.1.1 Each project summary must be no longer than 3 pages in length. Format of page must be: font: arial, font size: 10, one (1) inch margins, line spacing: single-spaced</p> <p>3.1.2 Projects MUST have taken place during the past seven (7) years and must be completed at the time of submission.</p> <p>3.1.3 Within each project summary provided, the Offeror MUST indicate (a-g):</p> <ul style="list-style-type: none"> a) The name of the client organization; b) A description of the type and scope of services provided; c) The location and dates/ duration of the project (format: month and year to month and year); d) The dollar value of the project (to the Offeror); e) The project management approach and quality assurance methodology utilized; f) Project team members and the role of the Offeror's proposed resources involved in the project; g) The service from the statement of work in which the Offeror's project summary is identifying as relevant to. 		

4.4.1.2 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.

Evaluation in response to these criteria is based on a "rules of evidence" approach; that is, the CIRNAC Evaluation Committee may only evaluate an Offeror on the basis of the contents of the Offeror's submitted proposal, and **NOT** on any prior knowledge or experience with the Offeror or the Offeror's work. It is the responsibility of the Offeror to ensure the completeness, clarity, and provision of sufficiently detailed evidence to enable the CIRNAC Evaluation Committee to evaluate the Offeror's proposal on basis of the criteria contained within.

Points Summary

The following summary indicates the point breakdown structure for these Point-Rated Criteria

Evaluation Criteria	Weight
R1. Proposed Resources	24
R2. Project Summaries	120

R3. Project Management Approach	12
R4. Proposal Quality	10
R5. Proposed Indigenous Participation Plan	20
Total Available Points (R1-R5)	186
Minimum Required Pass mark:	130/186 (~70%)
Prorated Technical Score	70

R1 PROPOSED RESOURCES		Up to 24 points
<p>CVs of the Offeror's proposed resource Senior Lead/Principal or Senior Professional and additional information as submitted in response to Mandatory Requirement M2 will be further evaluated. *Note that only the CVs of the first two senior lead/principals or professionals of the proposed resources will be evaluated.</p>		
1.1	<p>For the Senior Leads/Principals or Senior Professionals, the extent of experience and skills relating to the following key areas:</p> <ol style="list-style-type: none"> Experience on projects relevant to the Statement of Work (years clearly outlined); Experience working in remote Northern environments* (years clearly outlined); and Experience in the proposed project role (years clearly outlined). Providing client service and managing multidisciplinary teams (years clearly outlined). <p>*Definition of remote Northern environments (to be used throughout RFSO):</p> <p>A remote location is one for which there is no year-round road access or a location where supplies and infrastructure are limited (for example, but not limited to: access is limited to winter road/ice road and/or aircraft etc.)</p> <p>Northern environment would include any location North of the sporadic discontinuous permafrost zone as per the following map: https://www.nrcan.gc.ca/sites/www.nrcan.gc.ca/files/earthsciences/jpg/assess/2007/ch3/images/fig1_e.jpg</p>	<p>Up to 2 points per key area (i-iv)</p> <p>Up to 8 points per proposed resource</p> <p>Up to 16 points in total for 1.1</p>
<p>The following rating scale will be used to evaluate the resources' skills and experience outlined in factor 1.1 with points for demonstrating evidence as follows:</p> <ul style="list-style-type: none"> 2 points = Demonstrates through examples extensive (greater than 15 years) and relevant skills and experience in this area; 1 points = Demonstrates through examples adequate (between 5 and 15 years) relevant skills and experience in this area; 0 points = Demonstrates through examples limited relevant skills and experience (less than 5 years) in this area. 		

R1 PROPOSED RESOURCES				<i>Up to 24 points</i>
1.2	The Offeror MUST identify the senior lead/principal and senior professional team and describe how the proposed resources intend to deliver on projects with respect to the contract including their: <ol style="list-style-type: none"> proposed roles, responsibilities, and communication strategy within their discipline, with other disciplines, with the client contact, and with the senior lead/professional. 			Up to 4 points
The following rating scale will be used to evaluate the resources' skills and experience outlined in factor 1.2 with points for demonstrating evidence as follows: <ul style="list-style-type: none"> 4 points = Provides complete details (i.e. covers 3/3 of the items in factor 1.2; a, b and c) and demonstrates a strong understanding of requirements in this area (each item is fully explained with relevant details); 2 points = Provides incomplete and partial details (i.e. covers 2/3 of the items in factor 1.2; a or b or c) and demonstrates an adequate understanding of requirements in this area (but explanation lacks detail or includes irrelevant details); 0 points = No information provided or information provided is irrelevant to criterion 				
1.3	The Offeror MUST submit a detailed Organization Chart(s) of the Project Team including relationships of each member (all resource categories identified Mandatory Requirement M2).			Up to 4 points
The following rating scale will be used to evaluate the resources' skills and experience outlined in factor 1.3 with points for demonstrating evidence as follows: <ul style="list-style-type: none"> 4 points = Organization chart includes all team members and fully explains the relationships; 2 points = Organization chart excludes team members or does not fully explain the relationships; 0 points = No organization chart is provided. 				
R2 PROJECT SUMMARIES				<i>Up to 120 Points</i>
The evidence within the Offeror's written project summaries, provided in response to Mandatory Requirement M3 , will be further evaluated based on their experience and understanding of the unique nature of the work, relative but not limited to the constraints of working in a remote northern area with potentially limited support. If an Offeror's project summaries do not identify and describe a service from the Statement of Work (i.e. sections 3.1 to 3.3) the Evaluation Committee will rate that service for a score of 0 points.				
Service	Criteria			Total Points Available
	R2.1 Experience	R2.2 Northern and Remote Experience	R2.3 Knowledge/ Methodology	

R2 PROJECT SUMMARIES				Up to 120 Points
	<p>The Offeror must demonstrate the firm's specific depth and breadth of relevant experience in completing the services including associated:</p> <p>R2.1-1 - Experience in working with indigenous organizations or communities (up to 4 points)</p> <p>R2.1-2 - Experience in working with various levels of government (Federal, Provincial/ Territorial, Municipal, etc.) (up to 4 points)</p> <p>R2.1-3 Experience dealing with problems/obstacles that were encountered during the project and how they were addressed (up to 4 points)</p>	<p>The Offeror must demonstrate the firm's specific depth and breadth of relevant experience in completing the services including associated:</p> <p>R2.2-1 - Experience in working in northern and remote locations (up to 6 points).</p> <p>R2.2-2 - Experience in logistical planning for the services as appropriate, including the challenges and mitigations related to northern remote locations. (up to 6 points)</p> <p>R2.2-3 - Experience in incorporating northern considerations into the services such as evaluating northern environmental issues (permafrost)/ engineering. (up to 4 points)</p>	<p>The Offeror must demonstrate:</p> <p>R2.3-1 - Knowledge of the service and associated sub-service. (up to 4 points)</p> <p>R2.3-2 - Methodology in approaching the service (up to 4 points).</p> <p>R2.3-3 - Typical challenges when dealing with each service, along with related mitigative measures (up to 4 points).</p>	
Refer to SOW Section 3.1	12	16	12	Up to 40 points
Refer to SOW Section 3.2	12	16	12	Up to 40 points
Refer to SOW Section 3.3	12	16	12	Up to 40 points
The following rating scale will be used to evaluate the Offeror's experience and understanding with points for demonstrating evidence as follows:				

R2 PROJECT SUMMARIES		Up to 120 Points
R2.1 Experience	<p>Points allocation for criterion R2.1 Experience:</p> <p>For R2.1-1, points will be allocated as follows:</p> <ul style="list-style-type: none"> • 4 points = Provides complete and extensive details by demonstrating the complexity of the relationship using two (2) or more detailed examples of exceptional relationships such as partnerships, etc. • 3 points = Provides complete details and demonstrates the complexity of the relationships using two (2) or more detailed examples of good relationships such as working groups, etc. • 2 points = Provides complete details and demonstrates the complexity of the relationships using one (1) or more detailed examples of relationships such as meetings, etc. • 1 point = Provides incomplete and partial details and demonstrates the complexity of the relationships using one (1) or more detailed examples of typical relationships such as information letters, etc. • 0 points = no information provided or information provided is irrelevant to criterion <p>For R2.1-2, points will be allocated as follows:</p> <ul style="list-style-type: none"> • 4 points = Provides complete and extensive details by demonstrating their experience working with three (3) levels of government • 2 points = Provides complete details and demonstrates their experience working with one (1) or two (2) levels of government • 0 points = no information provided or information provided is irrelevant to criterion <p>For R2.1-3, points will be allocated as follows:</p> <ul style="list-style-type: none"> • 4 points = Provides complete and extensive details using two (2) or more examples of problems and fully explains how the problems were dealt with and the outcome. • 2 points = Provides details using one (1) or more examples of problems but doesn't fully describe how they were dealt with or the outcome • 0 points = no information provided or information provided is irrelevant to criterion 	

R2 PROJECT SUMMARIES		Up to 120 Points
<p>R2.2 Northern and Remote Experience</p>	<p>Points for criterion R2.2 Northern and Remote Experience:</p> <p>For R2.2-1, points will be allocated as follows:</p> <ul style="list-style-type: none"> • 6 points = Provides complete and extensive details by demonstrating work in northern and remote locations using three (3) or more detailed examples • 4 points = Provides details by demonstrating work in northern and remote locations using two (2) detailed examples • 2 points = Provides incomplete and partial details and demonstrates work in northern or remote locations using one (1) example • 0 points = no information provided or information provided is irrelevant to criterion <p>For R2.2-2, points will be allocated as follows:</p> <ul style="list-style-type: none"> • 4 points = Provides complete and extensive details by demonstrating their experience in logistical planning for the service using two (2) examples that include one (1) or more challenges and mitigations related to northern remote locations • 2 points = Provides details demonstrating their experience in logistical planning for the service using one (1) example that includes one (1) challenge and mitigation related to northern remote locations • 0 points = no information provided or information provided is irrelevant to criterion <p>For R2.2-3, points will be allocated as follows:</p> <ul style="list-style-type: none"> • 4 points = Provides complete and extensive details using two (2) or more examples of incorporating northern considerations into the services such as evaluating northern environmental issues (permafrost)/ engineering • 2 points = Provides details using one (1) or more examples of incorporating northern considerations into the services such as evaluating northern environmental issues (permafrost)/ engineering • 0 points = no information provided or information provided is irrelevant to criterion 	

R2 PROJECT SUMMARIES		<i>Up to 120 Points</i>
R2.3 Knowledge / Methodology	<p>Points for criterion R2.3 Knowledge/Methodology:</p> <p>For R2.3-1, points will be allocated as follows:</p> <ul style="list-style-type: none"> • 4 points = Provides complete and extensive details describing the service and associated sub-service including but not limited to applicable guidance, applicable guidelines, description of field vs. office work, description of work required to complete service, description of specialties required to complete work, etc. • 2 points = Provides details describing the service and associated sub-service but does not include all of the following: applicable guidance, applicable guidelines, description of field vs. office work, description of work required to complete service, description of specialties required to complete work, etc. • 0 points = no information provided or information provided is irrelevant to criterion <p>For R2.3-2, points will be allocated as follows:</p> <ul style="list-style-type: none"> • 4 points = Provides complete and extensive details describing the methodology in approaching the service using two (2) or more examples of how a service was approached • 2 points = Provides details using one (1) or more examples of how a service was approached • 0 points = no information provided or information provided is irrelevant to criterion <p>For R2.3-3, points will be allocated as follows:</p> <ul style="list-style-type: none"> • 4 points = Provides complete and extensive details using two (2) or more examples of challenges when dealing with the service including related mitigative measures for each challenge • 2 points = Provides details using one (1) or more examples of challenges when dealing with the service including with related mitigative measures for each challenge • 0 points = no information provided or information provided is irrelevant to criterion 	

R3 PROJECT MANAGEMENT APPROACH	<i>Up to 12 points</i>
<p>The Offeror's proposed project management approach, submitted as evidence of compliance with Mandatory Requirement M1, will be evaluated on the basis of sound project and managerial structures with respect to experience on remote northern locations, human resource management, quality assurance/ quality control approach, and health and safety policy/philosophy, as detailed below.</p>	

R3 PROJECT MANAGEMENT APPROACH		Up to 12 points
3.1	<p>Experience on remote northern locations:</p> <p>This section should demonstrate</p> <ul style="list-style-type: none"> a. the Offeror's project management approach in relation to remote northern locations; b. the Offeror's experience in logistical planning for remote northern locations, including the challenges and mitigations related to these northern remote locations; c. the Offeror's experience in incorporating northern considerations into the projects such as evaluating northern environmental issues (permafrost)/ engineering. 	Up to 3 points
3.2	<p>Resource availability and access to back-up resources</p> <p>This section should include:</p> <ul style="list-style-type: none"> a. the extent to which the Offeror's approach to resource recruitment, training and retention will provide an appropriate level of qualified resources to provide services; b. the 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; evidence that the firm has the capacity to complete numerous projects at the same time, describing resource management strategy to address potential issues with capacity or project coverage. 	Up to 3 points
3.3	<p>Quality Assurance/Quality Control approach</p> <p>The Offeror's proposed project management approach demonstrates quality assurance/ quality control methodologies that include:</p> <ul style="list-style-type: none"> a. Effective measures to be implemented to maintain and control performance (such as project schedule, project scope, cost, communications with CIRNAC); b. A methodology to achieve and ensure high quality, reliable and effective services and deliverables; c. An effective means of identifying and successfully countering risks and constraints anticipated in the work; d. Examples of the excellence of the methodology, how it is applied, and the outcome that will result. 	Up to 3 points
3.4	<p>Health and Safety Policy/Philosophy</p> <p>This section should include:</p> <ul style="list-style-type: none"> a. the Offeror's health and safety policy/philosophy; b. a demonstrated commitment to Health and Safety through existing management systems. 	Up to 3 points

R3 PROJECT MANAGEMENT APPROACH	Up to 12 points
<p>The following rating scale will be used for this criterion. Points will be awarded for factor 3.1, 3.2, 3.3 and 3.4 as noted below.</p> <ul style="list-style-type: none"> • 3 points = Addresses all items listed in criterion with complete and extensive relevant details • 2 points = Addresses all items listed in criterion but not fully relevant details • 1 point = Addresses limited items listed in criterion and only provides limited relevant details; • 0 points = No information or information provided is irrelevant to criterion. 	

R4 PROPOSAL QUALITY	Up to 10 points
<p>The quality of the Proposal will be evaluated on its format and clarity and in a manner that facilitates a clear and straightforward evaluation based on the information requested.</p>	
4.1	<p>The Proposal:</p> <ul style="list-style-type: none"> a. is presented in a consistent format with numbered pages b. matches the sequence of the Mandatory and Point-Rated Criteria; c. includes table of contents d. has good grammar and spelling e. contains sentences and paragraphs that are clear and concise
	<p>2 points per item</p> <p>Up to 10 points</p>
<p>The following rating scale will be used for this criterion:</p> <ul style="list-style-type: none"> • 2 points = The Proposal addresses the Criterion completely • 1 points = The Proposal partially address the aspects of the Criterion • 0 points = The Proposal does not address the aspects of the Criterion 	

R5 Indigenous Participation Plan	Up to 20 points
<p>The Offeror should indicate its specific approach to enhancing participation of Indigenous peoples in the work under any resulting call-up through any of: employment, skills development, subcontracting, capacity building, use of suppliers/services, etc. or other related measures it proposes to employ in the course of its work. In addition, the Offeror should indicate any partners or agencies or 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"> i. any portion(s) of the Services it proposes to provide with support from Indigenous peoples or suppliers; ii. whether these portions represent direct delivery of Services to the client by Indigenous peoples or Businesses (i.e. direct benefit) or support to the Offeror's delivery of Services to the client (i.e. indirect benefit); and 	

R5 Indigenous Participation Plan		Up to 20 points
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).		
5.1	The existence of head offices or other facilities in the Northwest Territories. Address of location(s) should be provided to demonstrate this criteria	5 points if demonstrated
5.2	The employment of Indigenous labour or use of Indigenous professional services or use of suppliers that are Indigenous or Indigenous firms in carrying out the contract from within the NWT. <ul style="list-style-type: none"> • 10 points = Extensive use of Indigenous labour or services or suppliers (ie. Job shadow opportunities, > 50% labour or services or suppliers) • 8 points = Good use of Indigenous labour or services or suppliers (ie. > 30% and < 50% labour or services or suppliers) • 6 points = Average use of Indigenous labour or services or suppliers (ie. > 10% and < 30% labour or services or suppliers) • 4 points = Minimal use of Indigenous labour or services or suppliers (ie. Indigenous wildlife monitors only) • 2 points = Insufficient use of Indigenous labour or services or suppliers (ie. Sporadic use of Indigenous wildlife monitors) • 0 points = No information provided or information provided is irrelevant to criterion 	Up to 10 points
5.3	Demonstrated commitment to on-the-job training or skills development, training and apprenticeship programs for the Indigenous staff involved in this project.	5 points if demonstrated

ATTACHMENT 2 TO PART 4 – PRICING SCHEDULE

4.5 Financial Evaluation

4.5.2.1 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 Offer.

4.5.2.2 The Financial Evaluation will be carried out by the Standing Offer Authority independent of the CIRNAC Evaluation Committee responsible for rating the Technical Offer. Financial Offers will be evaluated based on the methodology detailed below.

4.5.2.3 For each year of the SOA (including the option years), Offerors MUST provide a fixed all-inclusive per hour rate (\$CAD) per Resource Category, as per the table below. The table below must be included in the offeror's Financial Offer.

4.5.2.4 Failure on the part of the Offeror to provide the information required within the Financial Offer Table will result in CIRNAC deeming the Offeror's Proposal to be non-compliant, with the Offer being given no further consideration by CIRNAC.

4.5.2.5 The fixed per hour 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).

4.5.2.6 The Offeror's fixed all-inclusive per hour rates shall be exclusive of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST), travel and living expenses and other direct 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.

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

PROPOSED RESOURCE CATEGORY	All-inclusive Fixed Per Hour Rates (CAN\$)					For Evaluation purpose ONLY/for use by the Contracting Authority
	YEAR 1 Standing Offer Award to March 31, 2025	YEAR 2 April 1, 2025 to March 31, 2026	YEAR 3 April 1, 2026 to March 31, 2027	OPTION YR 1 April 1, 2027 to March 31, 2028	OPTION YR 2 April 1, 2028 to March 31, 2029	Averaged all-inclusive Fixed Per Hour Rates (F = A + B + C + D + E / 5)
	A	B	C	D	E	F
Senior Lead/Principal	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Senior Professional	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Intermediate Professional	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Junior Professional	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Technical Support	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Evaluated Price i.e. sum of averaged fixed per hour rates (Applicable Taxes excluded)						\$ _____

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.

5.1.2 Additional Certification Required with the Offer

Offerors must submit the duly completed certification at Annex "E" Independent Offer Determination Certification with their offer.

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 \(ESDC\) - Labour's](#) website.

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

5.2.3.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

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 D.

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.

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](#) (2022-12-01) 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, 2027.

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 two (2) additional one (1) year periods, from April 1, 2027 to March 31, 2028 and from April 1, 2028 to March 31, 2029 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 thirty (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 Northwest Territories, including the following areas subject to Comprehensive Land Claims Agreements (CLCAs):

- [Inuvialuit Final Agreement](#) (1984)
- [Gwich'in Comprehensive Land Claims Agreement](#) (1992)
- [Sahtu Dene and Metis Comprehensive Land Claims Agreement](#) (1994)
- [Tlicho Land Claims Agreement](#) (2005)

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Karen Mezher
Title: Sr. Procurement Officer
Indigenous Services Canada on behalf of
Crown-Indigenous Relations and Northern Affairs Canada
Directorate: Material and Assets Management Directorate
Address: 10 Wellington Street, Gatineau, QC, K1A 0H4

Telephone: 873-354-8200
E-mail address: karen.mezher@sac-isc.gc.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, the Standing Offer Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

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.

7.5.3 Offeror's Representative (*to be identified at standing offer award*)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of Crown-Indigenous Relations and Northern Affairs Canada in the Northwest Territories.

7.8 Number of Standing Offers

CIRNAC seeks to award up to six (6) Standing Offer Agreements (SOAs) to qualified firms.

7.9 Call-up Allocation and Procedures

7.9.1 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. Offeror selection for call-up award will be determined on a best suited basis.

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

7.9.2 Call-up Procedures

7.9.2.1 Offerors will be contacted directly as described in 7.9.1 above.

7.9.2.2 The Project Authority 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.

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

7.9.2.4 Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.9.2.3 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 Project Authority 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.

7.9.2.5 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 Project Authority reserves the right to go to the next Offeror.

7.9.2.6 Upon acceptance by the Project Authority of the Offerors proposal for the services, the Offeror will be authorized by the Standing Offer Authority or the Call-up contracting authority to proceed

with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.

7.9.2.7 The Offeror shall not commence Work until the Call-up Against a Standing Offer has been signed by the Standing Offer Authority or Call-up contracting 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 or Call-up contracting authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

7.10 Call-up Instrument

The work will be authorized or confirmed using the duly completed form 942, Call-up against a Standing Offer, or an equivalent.

7.11 Limitation of Call-ups – Removed

7.12 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 (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.13 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010B (2022-12-01) - Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) Annex E, Independent Bid Determination Certification;
- j) the Offeror's offer dated _____ (*to be inserted at standing offer award*).

7.14 Certifications and Additional Information

7.14.1 Compliance

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

7.15 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7.16 Status and Availability of Resources – Standing Offer

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

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 (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract. with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC); and
- b) "Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16," is deleted from the text under Section 2 – Standard Clauses and Conditions.
- c) Section 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".

- d) 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)"

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: 2019-01 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 Canada's Total Liability - Professional Fees, Travel and Living Expenses and Other Direct Expenses

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

OR

7.5.3.3 Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the call-up, no more than once a month, for cost incurred in the performance of the Work, up to _____ percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form [10-671E, Claim for Progress Payment](#), and any other document required by the call-up have been submitted in accordance with the invoicing instructions provided in the call-up;
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed _____ percent of the total amount to be paid under the call-up;
 - d. all certificates appearing on form [10-671E, Claim for Progress Payment](#) have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the call-up upon completion and delivery of all work required under the call-up if the Work has been accepted by Canada and a final claim for the payment is submitted
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the call-up from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.5.4 Electronic Payment of Invoices – Call-up

The Offeror accepts to be paid using the following Electronic Payment Instrument:

- a. Direct Deposit (Domestic and International);

7.5.5 T1204 – Direct Request by Department

Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.6 Invoicing Instructions

One of the following invoicing instructions will form part of the resulting Call-up:

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 Standing Offer. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the call-up;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Standing Offer for certification and payment.

OR

1. The Contractor must submit a claim for payment using form [10-671E, Claim for Progress Payment](#).

Each claim must show:

- a. all information required on form [10-671E, Claim for Progress Payment](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions and under subsection 7.2.1 c) and d) of this standing offer;
- c. a list of all expenses;
- d. the description and value of the milestone claimed as detailed in the call-up.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - c. a copy of the monthly progress report.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one (1) copy of the claim on form [10-671E, Claim for Progress Payment](#), and forward it to the e-mail address shown on page 1 of the Standing Offer for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the claim to their Cost Center Manager for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

7.7 Insurance – Specific Requirements

The Offeror must comply with the insurance requirements specified in Annex D. The Offeror must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Offeror from or reduce its liability under the Standing Offer.

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

The Offeror must forward to the Standing Offer Authority within ten (10) days after the date of award of the Standing Offer, 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 Offeror must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 Federal Contractors Program for Employment Equity - Default by the Contractor - removed

7.9 Joint Venture *(to be removed if the offeror is not a joint venture)*

The offeror confirms that the name of the joint venture is: _____ and that it is comprised of the following members: (list all the joint venture members named in the offeror's offer).

With respect to the relationship among the members of the joint venture, each member agrees, represents and warrants (as applicable) that:

1. _____ has been appointed as the "Representative Member" of the Joint Venture and has full authority to act as agent for each member of the Joint Venture with respect to all matters relating to this Standing Offer;
2. By giving notice to the Representative Member, Canada will be considered to have given notice to all members of the Joint Venture;
3. All payments made by Canada to the representative member will act as a release by all the members;
4. All the members agree that Canada may terminate the Standing Offer at its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the work in any way;
5. All the members are jointly and severally or solidarily liable for the performance of the entire Standing Offer;
6. The offeror acknowledges that any change in the membership of the joint venture (i.e. a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject of the assignment provisions of the general conditions.

7.10 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) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.
- (e) The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.
- (f) 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

Title:

Environmental Investigations, Remediation and Engineering Services Related to Contaminated Sites in the Northwest Territories

1. Background:

The Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) Northwest Territories (NWT) Region is responsible for managing contaminated sites on Crown land in the NWT. CIRNAC anticipates initiating a series of environmental investigations, remedial activities, and/or long term monitoring at a number of sites throughout the NWT Region. Generally, these sites were associated with exploration, mining, and/or military operation and many have originated in excess of fifty years ago. There are nearly 100 sites in the NWT's inventory of federal contaminated sites. These sites are managed as per the Federal Approach to Contaminated Sites and the associated 10-step process. Many of them require additional environmental site assessment work, risk assessment analysis and remediation planning. Once remediation and/or risk management activities are completed, these sites may also require monitoring in the short or long-term. The Standing Offer Agreements (SOA) are intended to capture the environmental and engineering services required to manage risks at these sites and in many cases to facilitate moving these sites through the 10-step process.

2. Objectives:

CIRNAC NWT Region intends to establish a number of Standing Offer Agreements with qualified offerors to provide, on an "as and when required" basis, design and implement environmental site assessments (Phase III ESAs), long term monitoring and/or provide associated services as described in the Scope of Work.

The work under these SOAs is intended to be consistent with CIRNAC's Contaminated Sites Management Policy whose objectives include:

1. to meet federal and departmental policy requirements and legal obligations regarding the management of contaminated sites;
2. to require that, where a suspected contaminated site has been identified, the site be assessed in a timely, consistent and cost effective manner;
3. to provide a scientifically valid, risk management based framework for setting priorities, planning, implementing and reporting on the management of contaminated sites;
4. to remediate, based on approved resource levels, all National Classification System (NCS) Class 1 contaminated sites in the North, and Class 1 and 2 contaminated sites on reserve, on a priority basis, unless it can be demonstrated that for a specific site an alternative form of management is appropriate;
5. to promote the social and economic benefits that may accrue to First Nations, Inuit and northerners when carrying out activities required by this policy; and
6. to promote the federal "polluter pay" principle.

3. Scope of Work:

The Offeror shall perform the following to the satisfaction of the Project Authority, on an as-and-when requested basis, as detailed in each call-up:

3.1 Phase III Environmental Site Assessment (ESA) or Supplemental Site Assessment Design and Implementation

In consultation with the Project Authority, the available site information; and, professional expertise, the Offeror shall design and implement a Phase III Environmental Site Assessment (ESA) or a supplemental site assessment. The offeror shall use the Canadian Council of Ministers of the Environment (CCME), and/or Federal Contaminated Sites Action Plan (FSCAP) documents or other appropriate standards as guidance. Phase III ESAs and supplement site assessments may include, but should not be limited to, elements such as:

- a) additional field sampling and laboratory analysis to further define the extent of contaminants identified on-site during the Phase II ESA;
- b) a detailed characterization of the site will be completed in order to assess chemical movement along various pathways and the resultant human and environmental exposures;
- c) the detailed investigation will delineate boundaries of contamination found during the Phase II ESA;
- d) an examination and definition of areas of unknown subsurface anomalies will be undertaken in areas that have been identified through remote sensing or geophysical techniques;
- e) if required, collection of additional infrastructure data that will be required to demolish, clean, stabilize and isolate man-made structures on the site (e.g. buildings, tanks, pits and lagoons) or facilitate remediation or reclamation of the site may be required; and
- f) a collection of all site information required to further assess cleanup criteria and assess the feasibility of various remedial options and associated costs necessary to attain preferred end land use.

3.1.1 The Implementation should include, but not be limited to:

- a) obtain all permits, licences, authorizations, etc. required to conduct the work;
- b) implement the approved Phase III ESA or supplemental site assessment program;
- c) classify and score the site as per the current National Classification System for Contaminated Sites and associated guidance if required; and,
- d) ensure that written authorization from the Project Authority is obtained for any and/or all modifications to the approved program prior to program implementation.

3.2 Long Term Monitoring (LTM)/Operations, Maintenance and Surveillance Design and Implementation

After the review of relevant site documentation, using professional expertise and using the Canadian Council of Ministers of the Environment (CCME) documents and/or Federal Contaminated Sites Action Plan (FSCAP) or other appropriate standards as guidance, offerors shall;

3.2.1 prepare and implement a site specific action plan that addresses the sites Long Term Monitoring needs. The site specific action plan should include but not be limited to:

- a) a Health and Safety Plan for the site specific action plan;
- b) a Quality Assurance/Quality Control (QA/QC) Plan which encompasses field investigations, sampling, analysis and data management;
- c) a description of anticipated investigative monitoring techniques, site specific field investigations, sampling and data analysis, required to monitor the site; and,
- d) any care and maintenance elements that may be required.

3.2.2 develop Performance Assessment Report analyzing previous monitoring events for pre-determined number of years prior and/or prepare specific action plan to address the sites Long Term Monitoring needs after analysis of previous results

3.3 Associated Environmental Investigations, Remediation and Engineering Services

- a) project management associated with environmental investigations, remedial activities, and/or long term monitoring;
- b) engineering (e.g., civil, chemical, mechanical, electrical) assessment and design of processes and facilities (e.g., water, wastewater, buildings);
- c) geotechnical assessments to determine structural integrity and ability of site features, such as identification of landfill locations, capacity of borrow areas or dam integrity;
- d) construction and/or care and maintenance site supervision associated with environmental investigations, remedial activities, and/or long term monitoring;
- e) borrow source assessments and/or logistical assessments to validate remedial strategies;
- f) environmental training and capacity-building;
- g) archeological assessment, impact assessment and/or review;
- h) report and/or project review;
- i) environmental data management;
- j) technical support, including regulatory support; and/or technical reviews;
- k) environmental health and safety support and review;
- l) remote sensing services; and,
- m) remote monitoring instrumentation and telemetry.

- 3.3.1 coordinate, facilitate or attend meetings related to environmental investigations, remediation and engineering services in support of the department, and/or act as an independent third party;
- 3.3.2 provide expert technical evaluations, support, project coordination, training, mentoring, and advice on studies, impact statements, environmental assessments, plans, guidelines and codes of practice. Technical reviews will primarily involve but are not limited to the following categories:
 - a) environmental engineering, with emphasis on contaminated site management;
 - b) risk assessment and associated risk mitigation, and
 - c) evaluating construction techniques in permafrost, and its effects on cold regions, and identifying potential impacts to the environment as a result of construction, operation, closure and abandonment activities in permafrost areas that could be effected by climate change;

4. Reports/Meetings:

The Contractor shall:

- 4.1 utilize the following report format in the preparation of all reports produced throughout the duration of the Standing Offer Agreement, unless otherwise indicated in the call-up:
 - a) an executive summary;
 - b) introduction/background;
 - c) methodology;
 - d) results;
 - e) interpretations;
 - f) recommendations;
 - g) references; and,
 - h) appendices.
- 4.2 ensure that all reports produced under the Standing Offer Agreement include any and all applicable and associated information and data. Information/data may include, but is not limited to:
 - a) subcontracted services reports (i.e. geophysical surveys etc.);
 - b) laboratory certificates of analysis;
 - c) laboratory QA/QC results; (lab results report provided in Microsoft Excel and in an electronic database format for incorporation into an electronic database system);
 - d) borehole stratigraphic logs;
 - e) well installation logs;
 - f) detailed well location descriptions (UTM, NAD83 and WGS84);
 - g) detailed sampling point location descriptions (UTM, NAD83 and WGS 84);
 - h) field notes;
 - i) color site photographs, referenced to site plan:
 - i. overall site layout;

- ii. distinctive site features;
 - iii. typical site sampling location;
 - iv. typical well installation; and,
 - v. features of particular concern/interest.
- j) site maps/drawings indicating location and general layout of site:
- i. location maps shall be of an appropriate scale, not larger than 1:250,000;
 - ii. site drawings shall be of an appropriate scale, not larger than 1:2,000;
 - iii. all maps, drawings etc. shall include a directional reference and scale;
 - iv. site drawings shall indicate all sampling locations, well installations, boreholes etc.;
 - v. site drawings shall include all existing buildings, structures, roads, trails, adits, shafts, trenches, drainages, airstrips, fences, power lines, wells, disposal areas etc.; and,
 - vi. site drawings shall indicate all former locations of dismantled, removed and buried features.
- k) legal description and interests;
- l) socio-economic information to complete Departmental quarterly reports.

4.3 the following meetings may be required as detailed in the call-up:

- a) a kick-off meeting to be called with the Contractor within one (1) week following the receipt and acceptance of a signed Call-up Against a Standing Offer;
- b) daily updates via email during the field activities;
- c) bi-weekly progress meetings for the duration of the investigation;
- d) draft report review meeting(s); and
- e) final submission meeting(s).

4.4 the Contractor shall be responsible for scheduling all meetings and preparing the meeting minutes, including a list of action items, for distribution to all participants.

4.5 Identification protocol for contractors and resources:

The contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a. contractor resources who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify as a contractor resource prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee.

5. Output/Deliverables:

The Contractor shall submit to the satisfaction of the Project Authority:

- 5.1 one (1) electronic copy of each written draft report to the Project Authority in accordance with the submission dates specified in each individual call-up document;
- 5.2 two (2) bound copies (format to be specified by the Project Authority) and one (1) electronic copy of each final report to the Project Authority in accordance with the submission dates specified in each individual call-up document;
- 5.3 one (1) electronic (PDF format) copy of a Site Investigation Plan three (3) weeks prior to the site visit (if applicable);
- 5.4 one (1) electronic (PDF format) copy of a Site Specific Health and Safety Plan two (2) weeks prior to the site visit (if applicable);
- 5.5 one (1) electronic (PDF format) copy of a Site Investigation Progress Report that describes all activities that occurred at site while conducting the monitoring work within two (2) weeks of completing the field visit;
- 5.6 Electronic copies of finalized lab result data in an electronic database format for incorporation into an electronic database system and in Microsoft Excel format provided together with the final report on a CD; and
- 5.7 The electronic submission of the Quarterly Performance Measure tracking spreadsheet due on a quarterly basis over a one year period.
1st quarter (Apr. through Jun.) → July 6th, 202X
2nd quarter (Jul. through Sep.) → October 5th, 202X
3rd quarter (Oct. through Dec.) → January 5th, 202X
4th quarter (Jan. through Mar.) → April 6th, 202X

6. Departmental Support:

The Project Authority will:

- 6.1 provide all available background information relative to the work specified in the call-up document, as required and determined in consultations with the Offeror;
- 6.2 in conjunction with the Project Authority make arrangements and contact with the licensees and proponents, as required; and
- 6.3 review of draft submissions and provide the Contractor with comments in a timely manner, suggested revisions and/or approvals as appropriate.

7. Constraints of Work:

- 7.1 It is understood that the Offeror may have previously conducted work for a number of Licensees (Industrial and Municipal) in NWT. To avoid conflict of interest, the Offeror shall advise the Project Authority if they are being requested to review submissions from a Licensee for which their services were contracted previously (within the last five years), or for whom they are presently working.

- 7.2 The Offeror should be aware that Yellowknife, NWT is considered an isolated post by the Federal Government. Many services commonly available in the south may not be available or will take extra time if shipping to/from a southern location is involved (ie: courier, mail, plane schedules, repairs to equipment, etc.).
- a) The Offeror shall be responsible for mobilization to the field, timely shipment of samples, analyses, etc.. These costs should be clearly identified in the proposal. The Offeror shall be responsible for all sampling equipment necessary to complete the scope of work as outlined above; sampling containers; personal protective equipment (including safety boots, hard hat and high visual vest); telecommunication equipment (satellite phone); and personal equipment;
 - b) The Offeror shall be responsible for obtaining a permit and any scientific research licence to carry out any necessary sampling and reporting on the licence as required. Note – Obtaining permits, licenses and authorizations is required and is time consuming and prior planning is advised.
- 7.3 The information, data, material, etc. gathered as part of this study shall be treated as confidential and shall only be discussed with the Project Authority/designate unless otherwise directed by the Project Authority/designate
- 7.4 No acceptance or approval by the Project Authority/designate, expressed or implied, will be deemed to relieve the Offeror of their professional or technical responsibility for the calculations, drawings analytical results, or other material prepared or assembled by the Offeror.
- 7.5 The Offeror will refer queries on the project from the public, news media, etc. to the Project Authority/designate

8. Resource Requirements

- 8.1 The Offeror must provide a resource team to carry out the services described within the Statement of Work. The team must be comprised of the following resource categories:
- Senior Lead/Principal and/or Senior Professional;
 - Intermediate Professional;
 - Junior Professional;
 - Technical Support

8.2 Minimum Resource Requirements

Resource Category	Minimum Resource Qualifications
Senior Lead/Principal and/or Senior Professional	The Offeror's Senior Lead/Principal and/or Senior Professional members MUST each have: <ul style="list-style-type: none"> a) A minimum of ten (10) years demonstrated experience in environmental or engineering fields; and, b) Professional accreditation in a related field, but not limited to Engineering, Biology, Chemistry or Geology; or a Masters or Ph.D. in a scientific discipline; or ten (10) years Project Management experience with a Bachelor's degree in a scientific discipline. c) License in Engineering in the applicable province of work (to be submitted at time of call-up)
Intermediate Professional	The Offeror's Intermediate Project members MUST each have: <ul style="list-style-type: none"> a) A minimum of five (5) years demonstrated experience in

	<p>environmental or engineering fields; and,</p> <p>b) Professional accreditation in, but not limited to Engineering, Biology, Chemistry or Geology; or Bachelor's degree in a scientific discipline.</p>
Junior Professional	<p>The Offeror's Junior Project members MUST each have:</p> <p>a) A minimum of two (2) years demonstrated experience in environmental or engineering fields; and,</p> <p>b) Professional accreditation in, but not limited to Engineering, Biology, Chemistry or Geology; or Bachelor's degree in a scientific discipline.</p>
Technical Support	<p>a) A minimum of four (4) years demonstrated experience in environmental or engineering fields; and,</p> <p>b) Professional accreditation in, but not limited to Engineering, Biology, Chemistry or Geology; or Bachelor's degree in a scientific discipline, or Certified Technician or Technologist, and may also include CADD/Draftspersons, GIS Specialist.</p>

8.3 Additional Resources

Resources additional to those named in the Contractor's Offer will be evaluated and qualified by the Project Authority after award, at the Project Authority's discretion, on the basis of the minimum qualifications and Resource requirements outlined in section 8.2 Minimum Resource Requirements and mandatory criteria M2 of the evaluation criteria.

8.4 List of Qualified Resources

The Project Authority and/or the Standing Offer Authority will maintain a list of the Offeror's resources that are qualified to perform the work via resulting call-ups.

ANNEX "B"**BASIS OF PAYMENT**

The Offeror will be paid the all-inclusive fixed hourly rates as follows, for work performed in accordance with the Standing Offer. Customs duties are included and Applicable Taxes are extra.

PROPOSED RESOURCE CATEGORY	YEAR 1 PER HOUR RATES (CAN\$) Standing Offer AWARD to March 31, 2025	YEAR 2 PER HOUR RATES (CAN\$) April 1, 2025 to March 31, 2026	YEAR 3 PER HOUR RATES (CAN\$) April 1, 2026 to March 31, 2027	OPTION YR 1 PER HOUR RATES (CAN\$) April 1, 2027 to March 31, 2028	OPTION YR 2 PER HOUR RATES (CAN\$) April 1, 2028 to March 31, 2029
Senior Lead/Principal	\$	\$	\$	\$	\$
Senior Professional	\$	\$	\$	\$	\$
Intermediate Professional	\$	\$	\$	\$	\$
Junior Professional	\$	\$	\$	\$	\$
Technical Support	\$	\$	\$	\$	\$

Maximum Authorized Professional Fees: \$_____ (to be identified at SOA award)

Travel and Living Expenses – National Joint Council Travel Directive

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).

Option to Extend the Contract

During the extended period of the Contract, the Contractor will be paid the all-inclusive fixed hourly rates in the above table to perform all the Work in relation to the contract extension.

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Affaires autochtones et
Développement du Nord CanadaAboriginal Affairs and
Northern Development CanadaContract Number / Numéro du contrat
1000254795Security Classification / Classification de sécurité
UnclassifiedSECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE	
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région CIRNAC/NAO/NWT/Contaminants and Remediation	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type : RFSO
3. Brief Description of Work / Brève description du travail Development of a three year Standing Offer Agreement (2024-27) for Expert Engineering Advice, Environmental Investigation and Remediation in relation to Contaminated Sites Program in the Northwest Territories.	
4. Contract Amount / Montant du contrat 18,750,000 \$	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 Upon award to / au 2027-03-31	
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 <input type="checkbox"/> Yes Non Oui
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non 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)	
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)	
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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
If yes, specify: / Si oui, spécifiez :	
a) Email transmission / Transmission par courrier électronique :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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/télécopieur sécurisé)	

OCDOCS # 123359174

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	Please refer to question / Veuillez 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"/>				
IT Transmission - other Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>				
Remote Access to Network Connexion à distance au réseau	9.2 c)	<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"/>

PART C – PERSONNEL / PARTIE C – PERSONNEL

- 11.1 Personnel Security Screening Level Required:
Niveau d'enquête de la sécurité du personnel requis : N/A / Non requis Reliability/ Fiabilité Confidential/ Confidentiel Secret Top Secret/ Très secret
- 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? No / Non Yes / Oui 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? No / Non Yes / Oui



Contract Number / Numéro du contrat
1000254795
 Security Classification / Classification de sécurité
Unclassified

PART D – AUTHORIZATION / PARTIE D – AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme Name (print) – Nom (en lettres moulées) Dawn Keim		Title - Titre Senior Manager Contaminants and Remediation Division	Signature keim, dawn Digitally signed by keim, dawn Date: 2024.07.08 11:29:44 -06'00'
Telephone No. – N° de téléphone 867-669-2633	Facsimile No. - N° de télécopieur 867-669-2700	E-mail address – Adresse courriel Dawn.Keim@rcaanc-cimac.gc.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) – Nom (en lettres moulées) Raphael Boivin		Title - Titre Security in Contracting Officer	Signature Boivin, Raphael Digitally signed by Boivin, Raphael Date: 2024.07.08 13:57:37 -04'00'
Telephone No. – N° de téléphone 343-593-5765	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel raphael.boivin@sac-isc.gc.ca	Date 2024-07-10
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
16. Procurement Officer / Agent d'approvisionnement Name (print) – Nom (en lettres moulées) Karen Mezher		Title - Titre Sr. Procurement Officer	Signature mezher, karen Digitally signed by mezher, karen Date: 2024.07.08 13:57:37 -04'00'
Telephone No. – N° de téléphone 873-354-8200	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel Karen.mezher@sac-isc.gc.ca	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité 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



OCDOCS # 123359174

ANNEX "D"

INSURANCE REQUIREMENTS

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 Standing Offer, 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 Standing Offer, 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 Standing Offer 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.
- l. 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 Standing Offer 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

- 2.1 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.
- 2.2 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.
- 2.3 The following endorsement must be included:
Notice of Cancellation: The Contractor will provide the Standing Offer Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

3. Automobile Liability Insurance

3.1 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.

3.2 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

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

ANNEX "E"

INDEPENDENT OFFER DETERMINATION CERTIFICATION

(MUST BE SUBMITTED WITH THE OFFER)

I, the undersigned, in submitting the accompanying offer or tender (hereinafter "offer") to:

(Corporate Name of Recipient of this Submission)

for: _____

(Name and Number of Offer and Project)

in response to the call or request (hereinafter "call") for offers made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: that:

(Corporate Name of Offeror or Tenderer [hereinafter "Offeror"])

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying offer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Offeror to sign this Certificate, and to submit the accompanying offer, on behalf of the Offeror;
4. each person whose signature appears on the accompanying offer has been authorized by the Offeror to determine the terms of, and to sign, the offer, on behalf of the Offeror;
5. for the purposes of this Certificate and the accompanying offer, I understand that the word "competitor" shall include any individual or organization, other than the Offeror, whether or not affiliated with the Offeror, who:
 - a. has been requested to submit an offer in response to this call for offers;
 - b. could potentially submit an offer in response to this call for offers, based on their qualifications, abilities or experience;
6. the Offeror discloses that (check one of the following, as applicable):
 - a. the Offeror has arrived at the accompanying offer independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b. the Offeror has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for offers, and the Offeror discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. methods, factors or formulas used to calculate prices;
 - c. the intention or decision to submit, or not to submit, an offer; or
 - d. the submission of an offer which does not meet the specifications of the call for offers; except as specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for offers relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying offer have not been, and will not be, knowingly disclosed by the Offeror, directly or indirectly, to any competitor, prior to the date and time of the official offer opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Offeror)

(Position Title)

(Date)