



## REQUEST FOR STANDING OFFERS

### RETURN BIDS TO:

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

**soumissionbid@sac-isc.gc.ca**

### REQUEST FOR STANDING OFFERS

#### Proposal to CIRNAC:

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

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

Title <b>Northern Contaminated Sites Program, Major Mine Closure Project Services</b>	
Solicitation Number <b>1000227875</b>	
Date (YYYYMMDD) <b>2021-11-05</b>	
Solicitation Closes At <b>2:00 p.m.</b>	Time Zone <b>Eastern Standard Time (EST)</b>
On (YYYYMMDD) <b>2021-12-15</b>	
<b>Standing Offer Authority</b>	
Name <b>Jean Damascene Gasake</b>	
Telephone Number <b>873-354-5730</b>	
Facsimile Number	
Email Address <b>JeanDamascene.Gasake@sac-isc.gc.ca</b>	
Destination(s) of Services <b>Canada</b>	
Security <b>THIS REQUEST INCLUDES SECURITY PROVISIONS</b>	
<b>Instructions:</b> See Herein	
<b>Delivery Required</b> See Herein	
<b>Person Authorized to sign on behalf of Vendor/Firm</b>	
Name	
Title	

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

**Part 1 General Information:** provides a general description of the requirement;

**Part 2 Offeror Instructions:** provides the instructions applicable to the clauses and conditions of the RFSO;

**Part 3 Offer Preparation Instructions:** provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

**Part 4 Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;

**Part 5 Certifications and Additional Information:** includes the certifications and additional information to be provided;

**Part 6 Security, Financial and Insurance Requirements:** includes specific requirements that must be addressed by Offerors; and

**Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:**

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a Call-up made pursuant to the Standing Offer.

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

### 1.2 Summary

- 1.2.1 This Request for Standing Offers (RFSO) is being issued to satisfy the requirement of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) for Contaminated Site Major Mine Closure Project Services.
- 1.2.2 It is intended to result in the award of up to **three (3)** Standing Offers (SOs), from SO Award date to March 31, 2025 inclusive, **plus two (2) additional one year period under the same conditions** allowing Canada to extend the term of the SO.
- 1.2.3 As per the Integrity Provisions under section 01 of Standard Instructions 2006 and 2007, Offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to Section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
- 1.2.4 For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of this solicitation, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.
- 1.2.5 The RFSO is to establish SOs for the delivery of the requirement, to the Identified Users across Canada. Some of the locations in which the Offerors may be required to perform work or deliver services are within areas subject to by Comprehensive Land Claims Agreements (CLCAs). These include, but are not necessarily limited to:

Location	Related CLCA(s)
British Columbia	Maa-nulth Final Agreement Nisga'a Final Agreement Tsawwassen First Nation Final Agreement
Newfoundland and Labrador	Innu Nation Final Agreement Labrador Inuit Land Claims Agreement
Northwest Territories	Gwich'in Comprehensive Land Claim Agreement Inuvialuit Final Agreement Sahtu Dene and Metis Comprehensive Land Claims Agreement Tlicho Land Claims Agreement
Nunavut	Nunavik Inuit Land Claims Agreement Nunavut Land Claims Agreement
Québec	Eeyou Marine Region Land Claims Agreement James Bay and Northern Québec Agreement (JBNQA) Innu Nation Final Agreement Northeastern Québec Agreement Nunavik Inuit Land Claims Agreement
Yukon	<b><i>Yukon Umbrella Final Agreement, which includes but does not limit to:</i></b> Carcross/Tagish First Nation Final Agreement Champagne and Aishihik First Nation Final Agreement Kluane First Nation Final Agreement Kwanlin Dun First Nation Final Agreement Little Salmon / Carmacks First Nation Final Agreement First Nation of Nacho Nyak Dun Final Agreement Selkirk First Nation Final Agreement Ta'an Kwach'an Council Final Agreement Teslin Tlingit Council Final Agreement Tr'ondëk Hwëch'in Final Agreement Vuntut Gwitchin First Nation Final Agreement  <i>as specified in any resulting Call-up</i>

### 1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 1.4 Debriefings

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC);
- b) Section 05, Subsection 4 is amended as follows and renumbered accordingly:

**Delete:** 60 days

**Insert:** 120 days

### 2.2 Submission of Offers

- 2.2.1 Offers (and any amendments thereto) must be received by CIRNAC **at the email address identified, by the date and time on the cover page of the solicitation**. Offers must not be sent directly to the Standing Offer Authority or Project Authority. Canada will not be responsible for offers delivered to a different address. Offers sent directly to the Standing Offer Authority or the Project Authority will not be considered.

### 2.3 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.

#### a. Definitions

For the purposes of this clause,

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

- 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.

**b. Former Public Servant in Receipt of a Pension**

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

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

- 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](#).

**c. Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

- 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 fifteen (15) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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



## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

Canada requests that the Offeror submits its offer in accordance with section 05 of the [2006](#) standard instructions. An Offer must be gathered per section and separated as follows:

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

**Prices must appear in the Financial Offer (Price Schedule) only, Attachment 1 to Part 3. Prices must not be indicated in any other section of the Offer.** The Offeror's failure to comply with this condition will result in the Offer being declared non-compliant and being given no further consideration.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer. As review of Offers may be undertaken using electronic copies of the submitted Offers in a virtual work environment, Offerors are requested to be mindful in formatting their Offers for optimal on-screen visibility (e.g. pages sizes, image resolution, etc.).

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

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

#### Section I: Technical Offer

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

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

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Price Schedule Form in Attachment 1 to Part 3.

##### 3.1.1 Electronic Payment of Invoices – Offer

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

##### 3.1.2 Exchange Rate Fluctuation

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

#### Section III: Certifications

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

**ATTACHMENT 1 to PART 3 – PRICE SCHEDULE**

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

- Period 1:** SO Award date to March 31, 2023 inclusive
- Period 2:** April 1, 2023 to March 31, 2024 inclusive
- Period 3:** April 1, 2024 to March 31, 2025 inclusive
- Option Year 1: April 1, 2025 to March 31, 2026 inclusive
- Option Year 2: April 1, 2026 to March 31, 2027 inclusive

	RESOURCE	Hourly Rate Period 1 (A)	Hourly Rate Period 2 (B)	Hourly Rate Period 3 (C)	Hourly Rate (Option Year 1) (D)	Hourly Rate (Option Year 2) (E)	Average Hourly Rate (F) = (A+B+C+D+E)/5
<b>CORE</b>	A. Principal / Project Leader						
	B. Senior Consultant						
	Senior Subject Matter Expert (F.1 – Major Project Management G.1 – Contaminated Site Project Control / Project Health)						
	C. Intermediate Consultant						
<b>Additional</b>	D. Junior Consultant						
	E.1 Senior Subject Matter Expert – Mine Closure / Project Lifecycle						
	Intermediate Subject Matter Expert (E.2 – Mine Closure Project Lifecycle F.2 – Major Project Management G.2 – Contaminated Site Project Control / Project Health)						
	H. Senior Technical Consultant						

<b>Overall Average Hourly Rate for the Financial offer</b>	<b>Sum of Column divided by 7 (F/7) = *\$</b>
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Offerors **MUST** provide an all-inclusive hourly rate for all Resource categories (CORE and Additional). Note all Senior Subject Matter Experts are required to be bid at the same all-inclusive Per Hour Rate and all Intermediate Subject Matter Experts are required to be bid at the same all-inclusive Per Hour Rate. All categories will be included in the calculation of the Offeror’s Average per Hour Rates. **No additional Resource per hour rates may be charged under any Call-ups. \*For Financial Evaluation purposes only.**

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 *Mandatory Technical Criteria*

Refer to Attachment 1 to Part 4

##### 4.1.1.2 *Rated Technical Criteria*

Refer to Attachment 1 to Part 4

#### 4.1.2 Financial Evaluation

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

### 4.2 Basis of Selection

#### 4.2.1 Highest Combined Rating of Technical Merit 70% and Price 30%

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum pass mark of 70% on Point-Rated Criteria R1-R4.
2. Bids 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 bid 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 bid will be prorated against the lowest evaluated price and the ratio of 30 %.

For evaluation purposes, the proposed all-inclusive hourly rates for the initial SO period and option years will be averaged to derive to an Average Per-Hour Rate. **Applicable taxes are excluded.**

CIRNAC reserves the right to correct mathematical errors in the calculation of the average hourly rates and the total average hourly rate in Attachment 1 to Part 3. In the event of any mathematical errors, the values entered in columns A – E (the proposed hourly rates) will prevail

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest Average Per-Hour Rate \$45.00 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Offeror 1</b>	<b>Offeror 2</b>	<b>Offeror 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Offer Evaluated Price</b>		\$55.00	\$50.00	\$45.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.14$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		$59.62+24.54=84.16$	$46.14+27.00=73.14$	$47.70+30.00=77.70$
<b>Overall Rating</b>		<b>1st</b>	<b>3rd</b>	<b>2nd</b>

Where two or more Offers achieve the identical Total Score, the Offer with the highest Weighted Technical Score will precede.

#### 4.3 Standing Offers Value Allocations

Canada intends to award up to three (3) Standing Offers as a result of Offers representing Best Value, based on the following value allocation rules in order from highest ranked Offeror to the lowest one. Best Value will be defined as the highest Total Score, i.e. the highest ranked responsive Offer would be considered to represent Best Value.

Highest Ranked Offeror: \$3,750,000, applicable taxes are included  
 Second Highest Ranked Offeror: \$3,375,000, applicable taxes are included  
 Third Highest Ranked Offeror: \$3,000,000, applicable taxes are included

**ATTACHMENT 1 to PART 4 – TECHNICAL EVALUATION CRITERIA****1.1 DEFINITIONS**

The following definitions apply all Mandatory Requirements and Point-Rated Criteria:

- 1.1.1 **“Offeror”** refers to the legal entity having submitted an Offer for evaluation, and which, if successful in the evaluation process, must execute the Standing Offer Agreement.
- 1.1.2 **“MUST”**, whether capitalized or not, refers to a requirement. In response to a Mandatory 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. In response to a Rated Criterion, 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 not being assessed any points.
- 1.1.3 **“Resource”** refers to the named individual(s) offered by an Offeror (whether employed or subcontracted by the Offeror) to deliver Services under any resulting Standing Offer Agreement. Each offered Resource will be evaluated separately in the category in which they are offered.
- 1.1.4 **“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 any Point-Rated Criteria. Offerors are encouraged to address all elements expressed by **“should”**.
- 1.1.5 **“Demonstrated”** is that which is independently verifiable, with clear description of the outcomes of a given task, skill, ability, or other evaluation factor being addressed, and includes evidence of understanding any related underlying methodology and/or techniques as appropriate and provides sufficient details with regard to the above. **Simply stating that a Resource or the Offeror has completed a task, or that a task was involved in a work engagement, will not be considered “demonstrated”. Similarly, a reiteration of the text of the Mandatory Requirements or Point-Rated Criteria, on their own, will not be deemed compliant or eligible to receive points.**
- 1.1.6 **“Responsive Offer”** is defined as an Offer meeting ALL Mandatory Requirements and meeting an overall pass mark of 70% on Point-Rated Criteria R1-R4.
- 1.1.7 **“Work engagement”**, for the purposes of demonstrating the **Offeror’s work experience**, is defined as follows:
- Work engagement is a summary of the services delivered by an Offeror to a client in support of either or both of: a client’s Project; as specified in each respective Criterion.
  - The Offeror’s work has a beginning and an end date and delivers a result.
  - The Offeror’s work described must be of the minimum duration required in the Mandatory Requirement (see Mandatory Requirement M1).
  - Other substantiating information is as required in Mandatory Requirement M1.
  - The repetition of tasks performed for the same client Project or Portfolio, whether occurring concurrently or consecutively, is not considered to be a distinct work engagement for the purposes of this evaluation.

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.

- 1.1.8 **“Work engagement”**, for the purposes of demonstrating an offered **Resource’s work experience**, is defined as follows:
- Work engagement is a summary of the services delivered by a Resource to its employer OR to a client in support of either or both of: a client’s Project or a client’s Portfolio; as specified in each respective Criterion.

- The work has a beginning and an end date and delivers a result.
- The Resource's work described must be of the minimum duration required in the Minimum Qualifications.
- The role, activities and deliverables of the Resource should be fully described and must be clearly attributed to the Resource (i.e. distinguishable from the scope of the client's Project or client's Portfolio and distinguishable from the scope of any Offeror or entity-level Work engagement).

For Resource experience, the experience of the Resource with any organization (whether the Offeror, another company or employer) will be considered, provided it demonstrates the experience of the Resource. Resource experience gained during formal education **will not** be considered work experience. All requirements for work experience must have been obtained in a professional work environment as opposed to an educational setting. Co-op terms or other field work through a University or college that were conducted in conjunction with a professional firm are considered work experience only for Junior-level Resources and provided they are related to the required Services. Note that Junior-level Resources are only evaluated at time of any SOA Award or prior to Call-up.

- 1.1.9 All other defined terms are as set out in the Statement of Work.
- 1.1.10 Offerors are advised that the experience is calculated as of the posting date of the RFSO. For example, if a given requirement states "...must have experience, within the last ten (10) years", then the ten (10) year period is calculated as of the posting date of the RFSO. Where work is required to have occurred within the last ten (10) years, work commenced prior to the last ten (10) years will be considered provided that some of the work has been completed within the last ten (10) years.
- 1.1.11 **Cumulative experience: Where cumulative experience is evaluated, Offerors are advised that the month(s) of individual Resource experience in which the time frame overlaps that of another referenced experience for the same named Resource will only be counted once. For example: experience #1 time frame is July 2014 to December 2014; experience #2 time frame is October 2014 to January 2015; the total months of experience for these two experiences is seven (7) months.**
- 1.1.12 Offerors are required to demonstrate how the experience of the Offeror and offered Resources meets the requirements stated in the Mandatory Requirements and Point-Rated Criteria. Timeframes of the Offeror's or Resources' experience should be identified by start date (Month and Year) and end date (Month and Year). **A simple repetition of the requirements or of the Statement of Work contained in the RFSO will not be considered to demonstrate the experience of the Offeror or offered Resources. Similarly, listing experience without providing any supporting information describing where, when and how such experience was obtained may result in the experience not being included for evaluation purposes.**

#### 4.4 Mandatory Technical Criteria

Offers must meet all Mandatory Requirements to be considered for further evaluation. Failure on the part of the Offer to meet any one (1) of these requirements will result in the Offer being deemed non-compliant at that requirement, with the Offer being given no further consideration.

<b>M1. Offeror Work Engagements</b> <b>A maximum of three (3) Work Engagements will be evaluated against this Mandatory Requirement M1.</b>	<b>COMPLIANT (YES/NO)</b>	<b>Page #</b>
1.1 The Offeror <b>MUST</b> provide three (3) written Work Engagements each demonstrating the experience of the Offeror in providing services that are clearly related to the scope of services, as described in Sections 5.2.1 - 5.2.8 of the Statement of Work (SOW), to clients external to the Offeror's organization.		
1.2 All cited Work Engagements <b>MUST</b> be work done <u>by the Offeror as an entity</u> (see <b>Note 1</b> below).		
1.3 All cited Work Engagements <b>MUST</b> demonstrate work delivered within the last ten (10) years as of the posting date of the RFSO. For clarity, the Work Engagement may have commenced prior to the last ten (10) years before the RFSO posting date and/or may be on-going but <b>MUST</b> demonstrate work delivered within the last ten (10) years.		
1.4 Over the course of the Work Engagements, the Offeror <b>MUST</b> demonstrate work completed as follows: <ul style="list-style-type: none"> <li>a) One (1) Work Engagement, no less than a duration of 24 months of Offeror work completed; and</li> <li>b) Two (2) Work Engagements, no less than a duration of six (6) months of Offeror work completed.</li> </ul>		
1.5 The cited Work Engagements <b>MUST</b> demonstrate: <ul style="list-style-type: none"> <li>a) One (1) Work Engagement, in support of a Major Project with a value (Capital value or liability value) of at least <u>one hundred (100) million</u> Canadian dollars.</li> <li>b) Two (2) other Work Engagements, each in support of a different Major Project with a value (Capital value or liability value) of at least <u>fifty (50) million</u> Canadian dollars.</li> </ul>		
1.6 At least one (1) Work Engagement <b>MUST</b> demonstrate the delivery of services for a client's Mine Closure Project.		



<b>M1. Offeror Work Engagements</b> <b>A maximum of three (3) Work Engagements will be evaluated against this Mandatory Requirement M1.</b>	<b>COMPLIANT (YES/NO)</b>	<b>Page #</b>
<p>1.7 At least two (2) Work Engagements <b>MUST</b> demonstrate the delivery of services for a client’s Project where implementation work has been partially or fully completed, <b>and</b> demonstrating the Project is one (1) of the following:</p> <ul style="list-style-type: none"> <li>a) Capital Project; OR</li> <li>b) Infrastructure Project; OR</li> <li>c) Contaminated Site Project</li> </ul>		
<p>1.8 At least one (1) Work Engagement <b>MUST</b> demonstrate the Offeror’s experience working on Projects that involved Indigenous government or Indigenous community Project stakeholders, participants or input; with the Offeror demonstrating experience supporting the eliciting of feedback from Indigenous persons or incorporating feedback from engagement consultation with Indigenous persons into design/development OR developing or modifying design or costing to incorporate Traditional Knowledge.</p>		
<p>1.9 At least one (1) of the Offeror’s Resources who is offered and compliant with the requirements of Mandatory Requirement M3 <b>MUST</b> have been actively involved in at least one (1) of the cited Work Engagements and providing the same level of expertise as the Resource category in which the individual is presently offered.</p> <p>It is <u>not</u> required that the Resource was engaged by the Offeror at that time. For the purpose of this requirement, “actively involved” means demonstrated involvement of the Resource in more than one (1) milestone or stage of a Project’s lifecycle; providing active management-level decision and direction to the delivery of the work. For clarity quality assurance / quality control or reporting alone are not considered to demonstrate the Resource was “actively involved”.</p>		

<b>M1. Offeror Work Engagements</b> <b>A maximum of three (3) Work Engagements will be evaluated against this Mandatory Requirement M1.</b>	<b>COMPLIANT (YES/NO)</b>	<b>Page #</b>
<p>1.10 Costs (\$CAD) to the client and timelines of the Offeror’s Work Engagement (MM, YYYY) <b>MUST</b> be clearly defined, as follows:</p> <ul style="list-style-type: none"> <li>i. Dollar value (\$CAD) of the client’s Project (to the client) to which the Offeror’s services contributed (<i>i.e. the client’s overall Project value, including client Project costs such as Capital costs, liability, etc.</i>);</li> </ul> <p>In the case of confidential client cost or liability information, the Offeror may identify the value and identify it is confidential, or the Offeror is to indicate whether the client’s Project meets or exceeds the value required in M1, 1.5 a) or b). CIRNAC reserves the right to verify this information by contacting the client.</p> <ul style="list-style-type: none"> <li>ii. Dollar value (\$CAD) of the Offeror’s completed services for the Work Engagement (to the Offeror) (<i>i.e. the Offeror’s overall invoice total for services provided to the client for the described completed work</i>);</li> <li>iii. The dates/duration of the Offeror’s engagement in the delivery of services to the client.</li> </ul>		
<p>1.11 The Offeror <b>MUST</b> indicate the name, address, and one (1) of the telephone number or e-mail address of the client Project Authority to whom the Offeror reported.</p>		
<p><b>Note 1:</b> For the purpose of evaluation under Mandatory Requirement M1, the following will be considered as the Offeror’s experience:</p> <ul style="list-style-type: none"> <li>a) Work Engagement experience by the offering entity (<i>i.e. the signatory to the Offer</i>); or</li> <li>b) Work Engagement experience completed by a firm that has merged with or was acquired by the Offeror; or</li> <li>c) In the case of Joint Ventures submitting an Offer, Work Engagements may be demonstrated by any firm that is a part of the Joint Venture, provided that <b>one (1) Work Engagement</b> is demonstrated to have been undertaken <b>by the lead firm</b> of the proposed Joint Venture.</li> </ul> <p>The onus is on the Offeror to clearly demonstrate within its submitted Work Engagements which entity/firm (as defined in a) through c) above) completed the Work Engagement.</p> <p>All Work Engagements submitted by Offerors <b>MUST</b> be in direct relation to contracts that were entered into and completed by the Offeror (as defined in a) through c) above) with the named client organization contained within the Work Engagement.</p> <p>The purpose of M1 is to ascertain if the Offeror has previously entered into and completed similar / relevant Work. Work Engagements completed by individual proposed <u>Resources</u> for entities other than the Offeror are considered elsewhere.</p> <p>Therefore, as evidence of compliance with M1, if the Work Engagement was not contractually entered into and successfully completed by the Offeror (as defined in this Note 1), the Work Engagement cannot be submitted as evidence of the Offeror’s compliance with M1.</p>		

<b>M2. Offeror Resource Team Structure</b>	<b>COMPLIANT (YES/NO)</b>	<b>Page #</b>
2.1 The Offeror <b>MUST</b> provide a completed Table M2 “Offeror Resource Team Structure form” (see templates provided in Attachment), identifying the Offeror’s capacity in the Resource categories and the names of its Resources who it offers to make available to CIRNAC.		
2.2 This <b>MUST</b> include, at a minimum, the Offeror’s proposed Core Team of Resources, as required in Mandatory Requirement M3 below.		

<b>M3. Initial Core Team of Resources</b>  <b>For the purposes of Offer evaluation, the Offeror must offer the minimum number of persons required in each of the Categories below to the maximum number identified below. If qualified to a SO, the Offeror may provide additional quantities of “Core” Resources up to the maximum as set out in SOW Section 7.2.3.</b>	<b>COMPLIANT (YES/NO)</b>	<b>Page #</b>
<p>3.1 The Offeror <b>MUST</b> offer an initial <b>Core Team</b> of Resources, consisting of the following Resources:</p> <ul style="list-style-type: none"> <li>a) <b>Principal / Project Leader</b> – The Offeror <b>MUST</b> offer two (2) Resources, at least one (1) of whom <b>MUST</b> demonstrate the qualifications for the category in the SOW Section 7.3.1;</li> <li>b) <b>Senior Consultant</b> – The Offeror <b>MUST</b> offer three (3) Resources, at least two (2) of whom <b>MUST</b> demonstrate the qualifications for the category in the SOW Section 7.3.1;</li> <li>c) <b>Senior Subject Matter Expert – Major Project Management</b> – Offerors <b>MUST</b> offer one (1) Resource but can offer up to two (2) Resources, one (1) of whom <b>MUST</b> demonstrate the qualifications for the category in the SOW Section 7.3.1;</li> <li>d) <b>Senior Subject Matter Expert – Contaminated Site Project Control / Project Health</b> – Offerors <b>MUST</b> offer one (1) Resource but can offer up to two (2) Resources, one (1) of whom <b>MUST</b> demonstrate the qualifications for the category in the SOW Section 7.3.1.</li> </ul> <p><i>A Resource may be offered only once against Categories a) and b). Resources will be evaluated against the Minimum Qualifications for the category in which they are proposed, as set out in the SOW Section 7.3.1.</i></p> <p><i>Only the minimum number of Work Engagements as identified in SOW Section 7.3.1 will be evaluated for consideration of the Resource’s responsiveness to the Minimum Qualifications set out in SOW Section 7.3.1.</i></p> <p><i>In order to meet this Mandatory Requirement M3, the minimum number of Resources per category specified above <b>MUST</b> demonstrate the Minimum Qualifications. Only those Resources determined to meet the Minimum Qualifications will be further evaluated.</i></p> <p><i>In the event an Offeror is qualified to a SO, only those Resources determined to meet the Minimum Qualifications will be added to the SO Resource List. Successful Offerors may re-submit previously unqualified Resources for re-evaluation at time of Call-up</i></p>		

<p><b>M3. Initial Core Team of Resources</b></p> <p><b>For the purposes of Offer evaluation, the Offeror must offer the minimum number of persons required in each of the Categories below to the maximum number identified below. If qualified to a SO, the Offeror may provide additional quantities of “Core” Resources up to the maximum as set out in SOW Section 7.2.3.</b></p>	<p><b>COMPLIANT (YES/NO)</b></p>	<p><b>Page #</b></p>
<p><i>Request.</i></p>		
<p>3.2 The Offeror <b>MUST</b> demonstrate that at least one (1) Resource offered in its Initial Core Team possesses experience working on Projects that involved Indigenous government or Indigenous community Project stakeholders, participants or input; with the Resource having experience incorporating feedback from engagement or consultation with Indigenous persons or modifying design or costing to incorporate Traditional Knowledge.</p> <p>In order to be considered, the Offeror <b>MUST</b> indicate the name, address, and one (1) of the telephone number or e-mail address of the Project Authority to whom the Resource reported.</p>		
<p>CIRNAC will evaluate Resources per Resource category in the order in which they appear in the Offer as set out in the M2 “Offeror Resource Team Structure form”. In the event the first named Resource for the Resource category is not compliant with the requirements of the Resource category in which they are offered, CIRNAC will evaluate up to the maximum number of Resources per category permitted to be offered against this Mandatory Requirement M3, based on the next offered Resource in the order in which they appear in the M2 “Offeror Resource Team Structure form”.</p> <p><i>Except as set out in the Point-Rated Criteria, any other Resources will only be assessed by CIRNAC in the event the Offeror is offered any resulting Standing Offer (SO), and prior to any first Call-up Award.</i></p>		

**4.4.1 Point-Rated Technical Criteria**

- 1) Only those Offers meeting the Mandatory Requirements (**M1-M3**) will be deemed compliant and will be evaluated on the basis of the Point-Rated Criteria (**R1-R4**).
- 2) Offers **MUST** meet a minimum score of 70% on Point-Rated Criteria **R1-R4** inclusive (excluding R5 and R6) in order to move to the next stage of evaluation.
- 3) Offers meeting the minimum score of 70% on Point-Rated Criteria **R1-R4** will be evaluated on Point-Rated Criteria R5 and R6 and the scores for all Point-Rated Criteria will be summed and weighted (as indicated below) to arrive at the Offeror’s total Technical Offer Score.

Point-Rated Criteria	Cross Reference to Offer	Scores to be assigned based on the following
<p><b>R1. Initial Core Team of Resources</b></p> <p>The CVs and Work Engagements of the Offeror’s offered Initial Core Team Resources who are determined to meet the requirements set out in Mandatory Requirement <b>M3</b>, will be evaluated on the demonstrated <b>extent and depth of the relevant experience of the Resources</b> in providing services similar to Northern Contaminated Sites Program (NCSP) requirements as described in Sections 5.2.1 - 5.2.8 of the Statement of Work (SOW).</p> <p>Only those Resources that are found to meet the requirements of M3 and the category in which they are offered (SOW, Section 7.3.1) will be evaluated against R1.</p> <p>Each of the four (4) categories of Resources will be evaluated separately and the Offeror’s score for each category will be weighted out of 10.</p> <p>Where more than one (1) Resource is offered in and meets the Minimum Qualifications of a given category, each Resource will be scored individually, and the totals for each Resource summed and averaged to arrive at an overall score for the Offeror for that category, that will then be weighted out of 10.</p> <p>The Offeror’s scores for each category will be summed and weighted to arrive at the Offeror’s score out of 40 for R1.</p>		

Point-Rated Criteria	Cross Reference to Offer	Scores to be assigned based on the following
<p><b>1.1 Principal / Project Leader</b></p> <p>a) Up to 30 points for demonstrated experience of the Resource on additional* Work Engagements in the last 10 years (as of the RFSO posting date) <b>as a Lead</b>, delivering services <b>for a Remote Mine OR a Mine located in the North</b>, for either: (i) a <b>Mining Project</b>; OR (ii) a <b>Mine Closure Project</b>.</p> <p>In order to be awarded points, Work Engagements <b>MUST</b> demonstrate the Resource’s experience delivering at least one (1) service related to Sections 5.2.1 - 5.2.8 of the Statement of Work (SOW).</p> <p>A maximum of 5 Work Engagements may be presented, as follows:</p> <p>6/6 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a <b>Northern Mine Closure Project</b>. Deliverables and outcomes are well described.</p> <p>4/6 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a <b>Northern Mining Project OR a Remote Mine Closure Project</b>. Deliverables and outcomes are well described.</p> <p>3/6 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a <b>Remote Mining Project</b>. Deliverables and outcomes are well described.</p> <p>2/6 points per Work Engagement = Work Engagement identifies some of the Resource’s experience in delivering services. Location and/or deliverables or outcomes are lacking in detail.</p> <p>0/6 point per Work Engagement = Experience not clearly demonstrated.</p> <p>b) Up to 18 points for demonstrated experience of the Resource on additional* Work Engagements in the last 10 years (as of the RFSO posting date) <b>as a Lead</b>, delivering services <b>on a Major Mining Project or Major Mine Closure Project, valued at more than \$50 Million</b> in Capital or liability.</p> <p>In order to be awarded points, Work Engagements <b>MUST</b> demonstrate the Resource’s experience delivering at least one (1) service related to Sections 5.2.1 - 5.2.8 of the Statement of Work (SOW).</p> <p>A maximum of 3 Work Engagements may be presented, as follows:</p> <p>6/6 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a Major Mining Project or Major Mine Closure Project <b>valued at \$100 Million or more</b> in Capital or liability. Deliverables and outcomes are well described.</p>		<p><b>10</b></p> <p><b>(48 points weighted to 10:</b></p> <p><b>(Score / 48) x 10</b></p>

Point-Rated Criteria	Cross Reference to Offer	Scores to be assigned based on the following
<p>4/6 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a Major Mining Project or Major Mine Closure Project <b>valued at \$75 Million or more</b> in Capital or liability. Deliverables and outcomes are well described.</p> <p>2/6 points per Work Engagement = Work Engagement identifies some of the Resource’s experience in delivering services. Additional Capital or liability value (beyond the minimum \$50 Million required) is not clearly demonstrated. Deliverables or outcomes are lacking in detail.</p> <p>0/6 point per Work Engagement = Experience not clearly demonstrated.</p> <p><i>*additional means in addition to the one (1) Work Engagement required in response to the Mandatory Requirement for the Resource under each of c) and e) (respectively) (as set out in the SOW, Section 7.3.1).</i></p>		
<p><b>1.2 Senior Consultant</b></p> <p>a) Up to 30 points for demonstrated experience of the Resource on Work Engagements in the last 10 years (as of the RFSO posting date) <b>as a Lead</b>, delivering services <b>for a Remote Mine OR a Mine located in the North</b>, for either: (i) a <b>Mining Project</b>; <b>OR</b> (ii) a <b>Mine Closure Project</b>.</p> <p>In order to be awarded points, Work Engagements <b>MUST</b> demonstrate the Resource’s experience delivering at least one (1) service related to Sections 5.2.1 - 5.2.8 of the Statement of Work (SOW).</p> <p>A maximum of 5 Work Engagements may be presented, as follows:</p> <p>6/6 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a <b>Northern Mine Closure Project</b>. Deliverables and outcomes are well described.</p> <p>4/6 points per Work Engagement = Work Engagement clearly</p>		<p><b>10</b></p> <p><b>(48 points weighted to 10:</b></p> <p><b>(Score / 48) x 10</b></p>

Point-Rated Criteria	Cross Reference to Offer	Scores to be assigned based on the following
<p>demonstrates the Resource’s experience Leading the delivery of services for a <b>Northern Mining Project OR a Remote Mine Closure Project</b>. Deliverables and outcomes are well described.</p> <p>3/6 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a <b>Remote Mining Project</b>. Deliverables and outcomes are well described.</p> <p>2/6 points per Work Engagement = Work Engagement identifies some of the Resource’s experience in delivering services. Location and/or deliverables or outcomes are lacking in detail.</p> <p>0/6 point per Work Engagement = Experience not clearly demonstrated.</p> <p>b) Up to 18 points for demonstrated experience of the Resource on Work Engagements in the last 10 years (as of the RFSO posting date) <b>as a Lead</b>, delivering services <b>on a Major Mining Project or Major Mine Closure Project, valued at more than \$50 Million</b> in Capital or liability.</p> <p>In order to be awarded points, Work Engagements <b>MUST</b> demonstrate the Resource’s experience delivering at least one (1) service related to Sections 5.2.1 - 5.2.8 of the Statement of Work (SOW).</p> <p>A maximum of 3 Work Engagements may be presented, as follows:</p> <p>6/6 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a Major Mining Project or Major Mine Closure Project <b>valued at \$100 Million or more</b> in Capital or liability. Deliverables and outcomes are well described.</p> <p>4/6 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a Major Mining Project or Major Mine Closure Project <b>valued at \$75 Million or more</b> in Capital or liability. Deliverables and outcomes are well described.</p> <p>2/6 points per Work Engagement = Work Engagement identifies some of the Resource’s experience in delivering services. Additional Capital or liability value (beyond the minimum \$50 Million required) is not clearly demonstrated. Deliverables or outcomes are lacking in detail.</p> <p>0/6 point per Work Engagement = Experience not clearly demonstrated.</p>		
<p>1.3 <b>Senior Subject Matter Expert – Major Project Management</b></p> <p>a) Up to 30 points for demonstrated experience of the Resource on Work Engagements in the last 10 years (as of the RFSO posting date) <b>as a Lead</b>, delivering services <b>for a Remote Mine OR a Mine located in the North</b>, for either: (i) a <b>Mining Project</b>; <b>OR</b> (ii) a <b>Mine Closure Project</b>.</p> <p>In order to be awarded points, Work Engagements <b>MUST</b> demonstrate</p>		<p>10</p> <p>(48 points weighted to 10:</p> <p>(Score / 48) x 10</p>



Point-Rated Criteria	Cross Reference to Offer	Scores to be assigned based on the following
<p>the Resource’s experience delivering at least one (1) service related to Sections 5.2.1 - 5.2.8 of the Statement of Work (SOW).</p> <p>A maximum of 5 Work Engagements may be presented, as follows:</p> <p>6/6 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a <b>Northern Mine Closure Project</b>. Deliverables and outcomes are well described.</p> <p>4/6 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a <b>Northern Mining Project OR a Remote Mine Closure Project</b>. Deliverables and outcomes are well described.</p> <p>3/6 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a <b>Remote Mining Project</b>. Deliverables and outcomes are well described.</p> <p>2/6 points per Work Engagement = Work Engagement identifies some of the Resource’s experience in delivering services. Location and/or deliverables or outcomes are lacking in detail.</p> <p>0/6 point per Work Engagement = Experience not clearly demonstrated.</p> <p>b) Up to 18 points for demonstrated experience of the Resource on additional* Work Engagements in the last 10 years (as of the RFSO posting date) <b>as a Lead, delivering services on a Major Project, valued at more than \$50 Million</b> in Capital or liability.</p> <p>In order to be awarded points, Work Engagements <b>MUST</b> demonstrate the Resource’s experience delivering at least one (1) service related to Sections 5.2.1 - 5.2.8 of the Statement of Work (SOW).</p> <p>A maximum of 3 Work Engagements may be presented, as follows:</p> <p>6/6 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a Major Project <b>valued at \$100 Million or more</b> in Capital or liability. Deliverables and outcomes are well described.</p> <p>4/6 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a Major Project <b>valued at \$75 Million or more</b> in Capital or liability. Deliverables and outcomes are well described.</p> <p>2/6 points per Work Engagement = Work Engagement identifies some of the Resource’s experience in delivering services. Additional Capital or liability value (beyond the minimum \$50 Million required) is not clearly demonstrated. Deliverables or outcomes are lacking in detail.</p> <p>0/6 point per Work Engagement = Experience not clearly demonstrated.</p> <p><i>*additional means in addition to the one (1) Work Engagement required in response to the Mandatory Requirement for the Resource under d) (as set</i></p>		

Point-Rated Criteria	Cross Reference to Offer	Scores to be assigned based on the following
<p><i>out in the SOW, Section 7.3.1).</i></p>		
<p><b>1.4 Senior Subject Matter Expert – Contaminated Site Project Control / Project Health</b></p> <p>a) Up to 20 points for demonstrated experience of the Resource on additional* Work Engagements in the last 10 years (as of the RFSO posting date) providing Project Control / Project Health subject matter expertise to <b>Major Projects</b>.</p> <p>In order to be awarded points, Work Engagements <b>MUST</b> demonstrate the Resource’s experience delivering at least one (1) service related to Sections 5.2.1 - 5.2.8 of the Statement of Work (SOW).</p> <p>A maximum of 5 Work Engagements may be presented, as follows:</p> <p>4/4 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a Major Project <b>valued at \$100 Million or more</b> in Capital or liability. Deliverables and outcomes are well described.</p> <p>3/4 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience Leading the delivery of services for a Major Project <b>valued at \$75 Million or more</b> in Capital or liability. Deliverables and outcomes are well described.</p> <p>2/4 points per Work Engagement = Work Engagement identifies some of the Resource’s experience in delivering services. Additional Capital or liability value (beyond the minimum \$50 Million required) is not clearly demonstrated. Deliverables or outcomes are lacking in detail.</p> <p>0/6 point per Work Engagement = Experience not clearly demonstrated.</p> <p><i>*additional means in addition to the one (1) Work Engagement required in response to the Mandatory Requirement for the Resource under c) (as set out in the SOW, Section 7.3.1).</i></p> <p>b) Up to 30 points, based on up to 10 points per each of i) - iii) for demonstrated experience of the Resource on additional* Work Engagements in the last 10 years (as of the RFSO posting date) in:</p> <ul style="list-style-type: none"> <li>i) Designing, implementing or evaluating Project level controls;</li> <li>ii) Designing, implementing or evaluating Project governance;</li> <li>iii) Designing or undertaking a readiness assessment for the Project OR designing or undertaking Project health evaluation for the Project.</li> </ul> <p>A maximum of 2 Work Engagements may be presented per each of i) - iii), to a maximum of 6 Work Engagements overall.</p> <p>5/5 points per Work Engagement = Work Engagement clearly demonstrates the Resource’s experience in the area i) - iii). Deliverables and outcomes are well described.</p>		<p style="text-align: center;"><b>10</b></p> <p style="text-align: center;"><b>(50 points weighted to 10:</b></p> <p style="text-align: center;"><b>(Score / 50) x 10</b></p>

Point-Rated Criteria	Cross Reference to Offer	Scores to be assigned based on the following
<p>2.5/5 points per Work Engagement = Work Engagement identifies some of the Resource’s experience in the area. Deliverables or outcomes are lacking in detail.</p> <p>0/5 points per Work Engagement = Experience not clearly demonstrated.</p> <p><i>*additional means in addition to the one (1) Work Engagement required in response to the Mandatory Requirement for the Resource under each of e), f), and g) (respectively), as set out in the SOW, Section 7.3.1.</i></p>		
<p><b>R2. Subject Matter Approach and Understanding</b></p> <p>The Offeror should demonstrate, through a written description, a sound approach to the delivery of Major Mine Closure Project expertise to Northern Contaminated Sites Program (NCSP) together with a demonstrated understanding of the requirements for Major Mine Closure Project Services.</p> <p>Points will be awarded per below factors (2.1 and 2.2). For each of the factors, points will be awarded for demonstrating a thorough, clear and proven approach that demonstrates an understanding of the requirements (i.e. the approach addresses the Services required and is supported by demonstrating how the Offeror’s existing methodologies have been previously used in support of other requirements and how they will effectively support Northern Contaminated Sites Program requirements):</p> <p>Each of factor 2.1 and 2.2 will be evaluated separately and the Offeror’s score for each factor will be weighted as indicated below and summed to arrive at the Offeror’s score out of 20 for R2.</p> <p><i>The following <b>Rating Scale</b> will be used to evaluate each of the factors (2.1 and 2.2) under this Criterion:</i></p> <p><i>10 points: The response clearly addresses all of the requirements and demonstrates a proven approach and understanding of the requirement with relevant examples and supporting detail.</i></p> <p><i>7 points: The response clearly addresses the requirements and demonstrates a proven approach and understanding of some of the requirements with supporting detail.</i></p> <p><i>5 points: The response addresses the requirements in part, demonstrating a proven approach in some areas.</i></p> <p><i>3 points: The response is not complete in that it fails to clearly address the requirements. The approach is high level and not related to the requirements, or is not demonstrated to have been previously applied.</i></p> <p><i>0 point: No response provided or the response does not address any of the factor.</i></p>		
<p>2.1 Up to <b>ten (10) points</b> for a demonstrated approach to the delivery of the services (as defined in Sections 5.2.1 - 5.2.8 of the Statement of Work); that demonstrates:</p> <ul style="list-style-type: none"> <li>a) an understanding of how these services support the delivery of these complex Major Projects across all stages of the Mine Closure Project Lifecycle; and</li> <li>b) demonstrates an understanding of the services’ contribution to Mine reclamation.</li> </ul>		<b>10</b>

Point-Rated Criteria	Cross Reference to Offer	Scores to be assigned based on the following
<p>2.2 Up to <b>ten (10) points</b> for a demonstrated approach to delivering the Services (as defined in SOW Sections 5.2.1-5.2.8); that demonstrates an understanding of the context, challenges, risks and issues associated with the management of:</p> <ul style="list-style-type: none"> <li>a) technical issues, environmental factors, affected communities, socio-economic considerations, and engineering liabilities;</li> <li>b) multi-year Major Mine Closure Projects in a Northern Remote environment;</li> <li>c) effective horizontal coordination within and across government;</li> <li>d) establishment and maintenance of effective intergovernmental relationships, including collaboration, communications and negotiations;</li> <li>e) engagement, establishment and maintenance of effective relationships and agreements with Indigenous governments, organizations, communities and associations;</li> <li>f) working effectively with Authorities Having Jurisdiction (AHJ), governing and appointed bodies, non-governmental associations, financial/commercial industry partners; and</li> <li>g) engagement with private sector delivery participants and third party advisors from a variety of disciplines (e.g. technical, environmental, legal, financial, etc.).</li> </ul> <p>Offerors should provide clear evidence of approaches which will be applied to addressing NCSP's requirements through specific approaches and mechanisms and should include evidence of lessons learned applied and best practices.</p>		<p><b>10</b></p>
<p><b>R3. Offeror Team Capacity – Senior Subject Matter Expert Mine Closure Project Lifecycle</b></p> <p>Offerors will be evaluated on the demonstrated capacity to provide the services of one (1) or more Senior Subject Matter Expert Resource(s) in Mine Closure Project Lifecycle expertise; as defined in SOW Section 7.3.1.</p>		

Point-Rated Criteria	Cross Reference to Offer	Scores to be assigned based on the following
<p>The Offeror should demonstrate through provision of a brief profile or CV (5 pages) of at least <b>one (1) and a maximum of two (2) Senior Subject Matter Expert Resource(s)</b> in Mine Closure Project Lifecycle, that the Offeror is able to provide CIRNAC with access to qualified Resource(s) within this area of expertise.</p> <p>Each Resource will be evaluated.</p> <p>Up to 20 points will be awarded, as follows:</p> <p>20 points = Offeror clearly demonstrates one (1) Senior Subject Matter Expert Resource with at least 15 years' cumulative experience in Mine Closure, including demonstrated experience in all three (3) of Planning, Costing, and Implementation of Mine Closure Plans for the complete closure of the Mine. Deliverables and outcomes were well described;</p> <p>15 points = Offeror clearly demonstrates one (1) Senior Subject Matter Expert Resource with at least 15 years' cumulative experience in Mine Closure, including demonstrated experience in two (2) of Planning, Costing, or Implementation of Mine Closure Plans for the complete closure of the Mine. Deliverables and outcomes were well described;</p> <p>10 points = Offeror clearly demonstrates one (1) Senior Subject Matter Expert Resource with at least 15 years' cumulative experience in Mine Closure, including demonstrated experience in all three (3) of Planning, Costing, and Implementation of Mine Closure Plans for a component of the closure of the Mine (e.g. tailings closure) Deliverables and outcomes were well described;</p> <p>7 points = Offeror clearly demonstrates one (1) Senior Subject Matter Expert Resource with at least 15 years' cumulative experience in Mine Closure, including demonstrated experience in two (2) of Planning, Costing, or Implementation of Mine Closure Plans for a component of the closure of the Mine (e.g. tailings closure) Deliverables and outcomes were well described;</p> <p>4 points = Offeror offers one (1) Senior Subject Matter Expert Resource with at least 15 years' cumulative experience in Mine Closure. Details of experience may be lacking;</p> <p>0 point = Offeror does not demonstrate the ability to provide access to qualified Senior Subject Matter Expert Resource(s) in Mine Closure Project Lifecycle.</p>		<p><b>20</b></p>

Point-Rated Criteria	Cross Reference to Offer	Scores to be assigned based on the following
<p><b>R4. Service Delivery Management</b></p> <p>The Offeror should demonstrate, through a written description, a sound approach to the management of Service delivery to Northern Contaminated Sites Program (NCSP) under any resulting Standing Offer (SO) and sound Call-up management and administration.</p> <p>Points will be awarded per below factors (4.1 and 4.2). For each of the factors, points will be awarded for demonstrating a thorough, clear and proven approach that demonstrates an understanding of the requirements (i.e. the approach addresses the requirements and is supported by demonstrating how the Offeror’s existing methodologies have been previously used in support of other requirements and how they will effectively support NCSP’s requirements):</p> <p>Each of factor 4.1 and 4.2 will be evaluated separately and the Offeror’s score for each factor will be summed to arrive at the Offeror’s score out of 10 for R4.</p> <p><i>The following <b>Rating Scale</b> will be used to evaluate each of the factors (4.1 and 4.2) under this Criterion:</i></p> <p><i>5 points: The response clearly addresses all of the requirements and demonstrates a proven approach and understanding of the requirement with relevant examples and supporting detail.</i></p> <p><i>4 points: The response clearly addresses the requirements and demonstrates a proven approach and understanding of some of the requirements with supporting detail.</i></p> <p><i>3 points: The response addresses the requirements in part, demonstrating a proven approach in some areas.</i></p> <p><i>2 points: The response is not complete in that it fails to clearly address the requirements. The approach is high level and not related to the requirements, or is not demonstrated to have been previously applied.</i></p> <p><i>0 point: No response provided or the response does not address any of the factor.</i></p>		
<p>4.1 Up to 5 points for a demonstrated thorough, <b>clear and proven approach to Call-up work planning, execution and administration</b>; demonstrating:</p> <ul style="list-style-type: none"> <li>a) Preparation of clear and comprehensive Call-up Offers including how the Offeror works with the client to appropriately define scope, work activities and level of effort required;</li> <li>b) Appropriate work scheduling and maintenance of Call-up work and delivery schedules;</li> <li>c) Effective on-going communications with the client including check-ins, work status and deliverable reviews, and issues management to maintain delivery on-time, on-budget and in-scope;</li> <li>d) Quality assurance of deliverables and services rendered;</li> <li>e) Invoicing practices for deliverables and level-of-effort services including ensuring accuracy of items/hours billed, billing rates, and expenses.</li> </ul>		<p><b>5</b></p>

<b>Point-Rated Criteria</b>	<b>Cross Reference to Offer</b>	<b>Scores to be assigned based on the following</b>
<p>4.2 Up to 5 points for a demonstrated thorough, <b>clear and proven approach to Call-up and SO Resourcing</b>; demonstrating:</p> <ul style="list-style-type: none"> <li>a) How the Offeror maintains Resource continuity over the course of any assigned Call-ups;</li> <li>b) How the Offeror provides for Resource retention and knowledge retention over the duration of a multi-year service delivery arrangement;</li> <li>c) How the Offeror is able to assure CIRNAC of as-required access to additional qualified Resources in the Core Team Resource categories and Additional Resource categories; ensuring appropriate Resource identification and qualification against client requirements – Offerors should address each Category and level of experience;</li> <li>d) How the Offeror manages the development of the level of Resource qualifications over time and ensures appropriate assignment of Resources against client Resource category requirements.</li> </ul>		<b>5</b>
<b>TOTAL POSSIBLE SCORE (R1-R4)</b>		<b>90</b>
<b>Overall required Pass Mark (R1-R4) (70%) Offerors MUST achieve a minimum of 63 points overall of R1 – R4 in order to be evaluated further.</b>		<b>63/90</b>
<p><b>R5. Indigenous Opportunity Considerations</b></p> <p>The Offeror should identify and describe those areas of the work where it is proposed there is the potential to incorporate Indigenous Opportunity Considerations (IOCs) [e.g. employment, subcontracting, supply, services, or training/capacity building, etc.] as part of, or support to, the delivery of the Offeror’s Services to CIRNAC.</p> <p>The Offeror should describe its approach to identifying specific IOC opportunities and how they would be implemented under any Call-ups where there is work performed within or Service delivery to a location within a Comprehensive Land Claims Agreement (CLCA) area.</p> <p>Points will be awarded for proposing an achievable and realistic approach that enables the maximization of employment, subcontracting, use of suppliers or services, or training/capacity building with Land Claims Beneficiaries and Participants, whether directly or ancillary to the Services to be provided under a Call-up, together with demonstration that elements of the approach have been used successfully on past projects or have a demonstrable likelihood of being achieved identifying the positive outcomes the approach will have in the CLCA area.</p>		<p><b>5</b></p> <p><b>(20 points weighted to 5:</b></p> <p><b>(Score / 20) x 5</b></p>

Point-Rated Criteria	Cross Reference to Offer	Scores to be assigned based on the following
<p>Up to 20 Points will be awarded, as follows:</p> <p>a) The Offeror proposes realistic methods to identify and engage with Land Claims Beneficiaries /Participants to facilitate the opportunities (e.g. communications, recruitment/retention, etc.) (up to 8 points);</p> <p>b) The Offeror identifies potential opportunities for direct employment, sub-contracting, ancillary services, supplies, training or capacity building that are relevant to the Services (up to 12 points).</p> <p>For each of a) and b), points will be awarded as follows:</p> <p>12/12 points OR 8/8 points (as applicable) = The Offeror provides a detailed approach to the factor that is clearly related to the required Services. The Offeror demonstrates that the same or similar approaches have been used in the past and resulted in measurable participation of Indigenous peoples in the work, including description of best practices or lessons learned.</p> <p>8/12 points OR 6/8 points (as applicable) = The Offeror provides a detailed approach to the factor that is clearly related to the required Services. The Offeror demonstrates how the approach will be implemented to achieve positive outcomes.</p> <p>6/12 points OR 4/8 points = The Offeror provides a detailed approach to the factor that is clearly related to the required Services.</p> <p>4/12 points OR 2/8 points (as applicable) = The Offeror provides an approach to the factor. Relation to required Services may be limited in detail.</p> <p>0 point = Not addressed or not clearly demonstrated.</p>		
<p><b>R6. Offer Quality</b></p> <p>The Offeror should demonstrate a quality Offer submission that is illustrative of the quality of deliverables it would provide to CIRNAC under any resulting SO and Call-up(s).</p> <p>Up to ten (10) points will be awarded for presenting Offers in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFSO as evidenced by the following:</p> <p>a) <b>Up to six (6) points</b> for writing the narrative portions of the Offer in a clear and concise manner that addresses the requirements while limiting Offer content to information requested. Narrative sections are sensible, well written without typographic or grammatical errors.</p> <p>Points will be awarded as follows:</p> <p>6 / 6 points = Offer content is clear and well written (e.g. grammar, syntax, spelling, etc.), with professional presentation. The Offer responds logically to the requirements and does not contain marketing material.</p>		<p style="text-align: center;"><b>5</b></p> <p style="text-align: center;"><b>(10 points weighted to 5:</b></p> <p style="text-align: center;"><b>(Score / 10) x 5</b></p>



<b>Point-Rated Criteria</b>	<b>Cross Reference to Offer</b>	<b>Scores to be assigned based on the following</b>
<p>4 / 6 points = Offer content is mostly clear and well written. The Offer responds to the requirements and contains limited marketing material.</p> <p>2 / 6 points = Offer content is not clearly written. Content is included that does not clearly address the requirements.</p> <p>0 / 6 point = The Offer is not clear and is difficult to understand.</p> <p>b) <b>Up to two (2) points</b> for the layout, ordering and structuring of the Offer to match the order and sequence of the Mandatory Requirements and Rated Criteria within the RFSO.</p> <p>Offers structured to follow the order of the evaluation criteria will receive 2 points. 0.5 points will be deducted for each requirement or criterion that is presented out of numeric sequence, to a maximum of four (4) deductions.</p> <p>c) <b>Up to two (2) points</b> for using the requested templates to highlight information in the Offer that is specifically relevant to an evaluation factor or minimum qualifications and ensuring any cross-references within the Offer for highlighted information are easily identified and clearly found.</p> <p>Points will be awarded as follows:</p> <p>2 / 2 points = The Offer uses the templates and contains highlighting, summary tables or cross-references that minimizes duplication of content and facilitates review. References indicated in the Offer are correct.</p> <p>1 / 2 points = The Offer uses the templates and contains some highlighting, summary tables or cross-references. References indicated in the Offer include some errors.</p> <p>0 / 2 point = The Offer does not use the templates or does not include clear highlighting or cross-referencing and it is difficult to locate information that addresses the requirements.</p>		
<b>Total R1-R6</b>		<b>/ 100</b>
<p><b>Pro-rated Written Offer Score (R1-R6)</b></p> <p>For Offers meeting the required pass mark on R1-R4, the score for the Offer on each of R1-R6 will be summed to arrive at a total out of 100 points, and the score for the Offer pro-rated to arrive at a pro-rated score on the Written Offer out of 70, as follows:</p> <p>[(Score on R1 + Score on R2 + Score on R3 + Score on R4 + Score on R5 + Score on R6) / 100 points] X 70</p>		<b>70</b>

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

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

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

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

### **5.1 Certifications Required with the Offer**

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

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

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

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

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

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

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

#### **5.2.2 Federal Offerors Program for Employment Equity - Standing Offer Certification**

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

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

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

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

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's offered individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Offeror's offered location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (e) the Offeror must provide the addresses of offered sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a Standing Offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **6.2 Financial Capability**

N/A

### **6.3 Insurance Requirements**

N/A

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Security Requirements

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

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Reliability Status** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Protected B**.
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission from the security in contracting team of ISC. After permission has been granted, these tasks may be performed up to the level of **Protected B**.
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
8. Any substitute or alternate resource proposed for this contract:
  - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
  - b) must hold a valid GoC Security Screening at the level of Reliability Status, before gaining access to designated information or assets.
9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
10. This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The

Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.

11. The Contractor must comply with the provisions of the:

- a) Security Requirements Agreement, attached as Annex "D"; and
- b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

### 7.3 Standard Clauses and Conditions

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

#### 7.3.1 General Conditions

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

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC);
- b) Section 1, is amended as follows:

**Delete:** "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users".

**Insert:** "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer.

- c) "Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16," is **deleted** from the text under Section 3.
- d) Section 5, is amended as follows:

**Delete:** "If applicable, Identified Users will use the form included in the Standing Offer to order goods or services or combination of goods and services. Requests for goods or services or combination of goods and services may also be initiated through telephone calls, facsimiles, emails, etc. or by using Canada acquisition cards (Visa or MasterCard).

Call-ups ordered and paid for with Canada acquisition cards (Visa and MasterCard), including Call-ups made by telephone calls must be confirmed in writing through emails, facsimiles or other means, and must be in accordance with the terms and conditions and at the prices stipulated in the Standing Offer."

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

### 7.3.2 Standing Offers Reporting

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

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

The quarterly reporting periods are defined as follows:

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

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

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period of the Standing Offer for making Call-ups is **from the Standing Offer Award to March 31, 2025 inclusive**.

### 7.4.2 Extension of Standing Offer

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

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

## 7.5 Comprehensive Land Claims Agreements (CLCAs)

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

## 7.6 Authorities

### 7.6.1 Standing Offer Authority

The Standing Offer Authority is:

Jean Damascene Gasake  
Senior Procurement Expert  
Materiel and Assets Management Directorate  
Indigenous Services Canada (ISC)

10 Wellington Street, Gatineau, QC, K1A 0H4  
Telephone: 873-354-5730  
E-mail address: [JeanDamascene.Gasake@sac-isc.gc.ca](mailto:JeanDamascene.Gasake@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, he is responsible for any contractual issues relating to individual Call-ups made against the Standing Offer by any Identified User.

#### **7.6.2 Project Authority** (*identified at issuance of the Standing Offer*)

The Project Authority for the Standing Offer is:

Name:  
Title:  
Crown-Indigenous Relations and Northern Affairs Canada  
Address:  
Telephone:  
Facsimile:  
E-mail address:

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.

#### **7.6.3 Offeror's Representative** (*identified at issuance of the Standing Offer*)

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

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

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

### **7.8 Identified Users**

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

#### **7.9 Numbers of Standing Offers** (*identified at issuance of the Standing Offer*)

A maximum of three (3) Standing Offers will be issued. The Offeror(s) below are listed in order from the highest rank to the lowest rank.

### **7.10 Call-up Allocation and Procedures**

#### **7.10.1 Call-up Allocation**

Call-up allocations will be based on the best suited basis, by the Project Authority's own discretion.



### 7.10.2 Call-up Procedures

- 1) Offerors will be contacted directly as described in 7.10.1 above.
- 2) The Standing Offer Authority or the Project Authority (as applicable) will provide the Offeror with details of the work activities to be performed within the scope of this Standing Offer including the site(s) for which Services are required and identification of any applicable CLCA(s), a description of the Deliverables/reports to be submitted. CIRNAC may, in its exclusive discretion, require the Offeror to provide the Services of one (1), some or all of the Resources named in its SOA proposal (as accepted by CIRNAC), or may request the Offeror to propose which of the Resources will deliver the work requested, or may request the Offeror to propose Additional Resources who may be qualified by CIRNAC to provide Services under the Call-up.
- 3) The Standing Offer Authority or the Project Authority (as applicable) will determine whether one (1) or more of a firm price, ceiling price, or limitation of expenditure will apply to the Call-up and will require the Offeror to accordingly submit one (1) or more of a firm price, ceiling price, or limitation of expenditure.

**Firm price definition:** The total amount payable for a particular Deliverable is a fixed sum. Both parties agree prior to the award of the Call-up as to the price payable for the Deliverable thereunder.

**Ceiling price definition:** The maximum amount of monies that may be paid to a Contractor for costs reasonably and properly incurred in the performance of the specified work described in the Call-up. If the costs, as charged, reach or exceed the ceiling, the Contractor must complete the specified work and will receive no monies beyond this ceiling.

**Limitation of expenditure definition:** The maximum amount of monies that may be paid to a Contractor for the costs reasonably and properly incurred in the performance of the specified work described in the Call-up. If the Contractor discovers that there are insufficient funds to complete the work, the Contractor must inform the Contracting Authority. The Contracting Authority then has the option of providing additional funding or requesting the Contractor complete the specified Work to the extent that the current funding permits.

- 4) As requested, the Offeror will submit any one (1) or more of a firm price, a ceiling price, or a limitation of expenditure as required by the Call-up, a schedule indicating completion dates for major work activities and submission dates for Deliverables/reports with supporting details to the requesting Authority, and as requested by CIRNAC the name(s) and curriculum vitae (CVs) of any additional resources proposed to conduct the work and the Indigenous Opportunity Considerations the Offeror shall implement in the course of the Call-up Work. The proposal must be submitted to the applicable Authority within three (3) business days of receiving the request, unless otherwise specified in writing by the requesting Authority.
- 5) The firm price, ceiling price and/or limitation of expenditure will be established by using the applicable hourly rates as shows in the Basis of Payment at Annex "B". Amounts for any expenses will be added to the Call-up by CIRNAC.
- 6) Failure by the Offeror to submit a proposal in accordance with the time frame specified in 4) above will be interpreted as the Offeror being unable to perform the Services and will result in the setting aside of the Call-up request. The Offeror will then be by-passed and CIRNAC 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 methods.
- 7) CIRNAC reserves the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Standing Offer Authority or the Project Authority (as applicable) reserves the right to go to the next Offeror.

- 8) Upon agreement of the firm price, ceiling price and/or limitation of expenditure for the Services, the Offeror will be authorized by the applicable Authority to proceed with the work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- 9) The Offeror shall not commence work until the Call-up Against a Standing Offer has been signed by the Contracting Authority. The Offeror acknowledges that any and all work performed in the absence of a Call-up Against a Standing Offer Agreement signed by the Contracting Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

#### 7.11 Call-up Instrument

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

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

#### 7.12 Limitation of Call-ups

N/A

#### 7.13 Financial Limitation

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

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

#### 7.14 Priority of Documents

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

- a) the Call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2035 (2020-05-28), General Conditions - Higher Complexity - Services;
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Security Requirements Check List (SRCL);
- h) Annex "D", Security Requirements Agreement;
- i) the Offeror's Offer dated \_\_\_\_\_ (**identified at issuance of the Standing Offer**).

#### 7.15 Certifications and Additional Information

### 7.15.1 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.

### 7.15.2 SACC Manual Clauses

[M3020C](#) (2016-01-28), Status of Availability of Resources - Offer

### 7.16 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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.

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a Call-up against the Standing Offer.

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, 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** Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC);

b) Section 12, 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."

c) 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 12, 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, deliverables/description of the Work and financial code(s)"

### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

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

#### 7.3.2 Delivery Date

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

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

By providing information on its status, with respect to being a former public servant in receipt of a [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 Offeror will be paid for the Work performed in accordance with the Annex "B" - Basis of Payment. Customs duties are included and applicable taxes are extra.

### 7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **(TB inserted at SO issuance)**. Customs duties are insert "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 Offeror unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Offeror must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Offeror must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a) when it is 75% committed, or
  - b) four months before the contract expiry date, or
  - c) as soon as the Offeror considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Offeror must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Offeror does not increase Canada's liability.

### 7.5.3 Travel and Living Expenses

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

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

All payments are subject to government audit.

Total Authorized Cost: \$ **(TB inserted at SO issuance) (taxes included)**

### 7.5.4 Travel Time

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

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

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

### 7.5.5 Other Direct Expenses

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

Total Authorized Cost: ***(TB inserted at SO issuance)*** (taxes included)

### 7.5.6 Terms of Payment

**H1008C** (2018-05-12), Monthly Payment

### 7.5.7 Electronic Payment of Invoices – Call-up

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

- Direct Deposit (Domestic and International);

## 7.6 Invoicing Instructions

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

Each invoice must be supported by:

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

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.  
***(TB inserted at SO issuance)***

## 7.7 Insurance Requirements

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

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

## 7.8 Joint Venture *(this section may be deleted if the Offeror is not a Joint Venture)*

- 7.8.1 The joint venture (the "Joint Venture") is comprised of the following members:  
[List Joint Venture members]

- 7.8.2 \_\_\_\_\_ has been appointed as the "**Lead 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 Contract;

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

**7.9 T1204 - Information Reporting By Offeror**

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

**7.10 SACC Manual Clauses**

D5328C (2014-06-26) Inspection and Acceptance

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

A9014C (2006-06-16) Specific Person(s)

The Offeror must provide the services of the following person(s) to perform the work as stated in the Standing Offer: \_\_\_\_\_ (***TB inserted at SO issuance***).

## ANNEX "A" - STATEMENT OF WORK

### S.W.1 TITLE

Northern Contaminated Sites Program, Major Mine Closure Project Services

### S.W.2 BACKGROUND

Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) supports Northern Canadians in their efforts to improve social and economic well-being, to develop healthier, more sustainable communities and to participate more fully in Canada's political, social and economic development. The Department's responsibility for many of the Government of Canada's (GC) roles in the North, as mandated by the *Department of Crown Indigenous Relations and Northern Affairs Act*, is met primarily through the programs and services of the Northern Affairs Organization (NAO), which supports these goals.

CIRNAC must balance the need to support the North's economic potential with sustainable development and environmental protection. A major component of the fulfillment of these goals is the addressing of sites in the North, on Crown lands which have become contaminated, including but not limited to the reclamation of Northern Abandoned Mines. A Contaminated Site is defined as: a site at which substances occur at concentrations (1) above background levels and pose (or are likely to pose) an immediate or long-term risk to human health or the environment, or (2) exceeding levels specified in relevant policies or regulations. Under Treasury Board's Policy on Management of Real Property, all federal government departments are charged with environmental stewardship that contribute to the preservation and protection of the environment; however, CIRNAC faces some unique challenges in the discharge of this duty. Through the Northern Contaminated Sites Program (NCSP), the Department aims to reduce or eliminate, where possible, risks to human and environmental health, and to decrease the federal environmental liability associated with Contaminated Sites in the North. Priority is given to those sites posing the highest risks. The eight (8) largest abandoned mine projects in the Yukon and the Northwest Territories are administered through the new Northern Abandoned Mine Reclamation Program, announced in Budget 2019. The remaining sites in the North continue to be managed under the Northern Contaminated Sites Program and are funded through Environment and Climate Change Canada's Federal Contaminated Sites Action Plan.

Unlike other sites, those in the North have occurred largely as a result of private sector resource development activities on federal Crown lands. In recent decades, the number of sites, their scale, and the pressures for the Department to take action has increased, due to a large number of mine and resource industry closures and abandonment. The environment in the North also presents multiple challenges to the assessment, monitoring, and remediation of these sites. These include but are not limited to: the uniqueness of the climate, ecology, and land composition; their remote location, and the relatively short window open for work to be conducted. Canada's North is also home to a diverse group of peoples. Northern communities, often reliant on traditional food sources, have been identified as being particularly vulnerable to the potential negative impact of Contaminated Sites, on their health and safety, and the environment in which they live. The Department further recognizes the need to include Northern communities and businesses in the assessment, monitoring and remediation of Contaminated Sites.

The Northern Contaminated Sites Program (NCSP) within CIRNAC's NAO is responsible for a portfolio of abandoned Mine and other Contaminated Sites in the North, which require assessment, care and maintenance, remediation and closure to mitigate the effects of contamination on environmental and human health and safety, as well as monitoring to validate the impacts of these activities on the reduction of environmental and human health risks. The Portfolio of sites includes a variety of former Mines and other sites, and range in size and complexity from smaller waste sites, to sites that due to any combination of the size, scale, value and context of the site and its required project works, are classified by NCSP as "Major Projects". Many of these sites are remote, located proximate to isolated community settlements, and some are located within the Traditional Territories of Canada's Northern Indigenous peoples. NCSP manages its Portfolio of sites both at a program level, to ensure consistency in the management of its Portfolio, and at the Project level for each site, to provide



the necessary rigor and controls to the execution of each Project. Additional information on NCSP and its portfolio of Major Projects can be found online at:

<https://www.rcaanc-cirnac.gc.ca/eng/1100100035301/1537371472183> and

<https://www.rcaanc-cirnac.gc.ca/eng/1565968579558/1565968604553>.

### S.W.3 OBJECTIVE

To support the work of the Program within Headquarters and the Regions, NCSP requires access to qualified professional firms (“Offerors”) providing experienced Resources with expertise in Major Mine Closure Project Services (the “Services”).

Through this competitive procurement process, CIRNAC seeks to award up to three (3) Standing Offers (SOs) to qualified Offerors.

The Offeror’s Services shall be delivered on an as-and-when required basis, pursuant to one (1) or more Call-up(s). As set out in the Call-up(s), the Services shall be delivered to either or both of NCSP Headquarters and its Regional locations. Specific Service objectives will be contained within any resulting Call-up(s).

### S.W.4 DEFINITIONS AND APPLICABLE DOCUMENTS

- 4.1 The following list of terms and acronyms is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this Statement of Work.

<u>Term/Acronym</u>	<u>Definition</u>
<b>Aboriginal Business</b>	<p>An Aboriginal Business can be:</p> <ul style="list-style-type: none"> <li>• a band as defined by the Indian Act;</li> <li>• a sole proprietorship;</li> <li>• a limited company;</li> <li>• a co-operative;</li> <li>• a partnership; or</li> <li>• a not-for-profit organization</li> </ul> <p>in which Aboriginal persons have at least 51 percent ownership and control; OR</p> <p>A joint venture consisting of two or more Aboriginal Businesses or an Aboriginal Business and a non-Aboriginal business(es), provided that the Aboriginal Business(es) has at least 51 percent ownership and control of the joint venture.</p> <p>When an Aboriginal Business has six or more full-time employees at the date of submitting the Offer, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.</p>
<b>AHJ</b>	Authorities Having Jurisdiction.
<b>Call-up / Contract</b>	Under a valid SO, a document prepared by CIRNAC and issued by a Contracting Authority to the Offeror, through which CIRNAC will acquire the required Services. It will contain requirements for the provision of said Services, which will be consistent with the Statement of Work herein and may consist of any combination of the required Services listed herein. Upon acceptance and execution of the Call-up by the Offeror, the Call-up forms a

<b>Term/Acronym</b>	<b>Definition</b>
	binding contractual commitment to deliver the identified Services.
<b>Capital Project</b>	Refers to a long-term, capital-intensive investment with a purpose to build upon, add to, or improve a capital asset. Capital projects are defined by their large scale and large cost relative to other investments that involve less planning and resources (Source: Investopedia).
<b>CIRNAC</b>	Crown-Indigenous Relations and Northern Affairs Canada
<b>Comprehensive Land Claim Agreement (CLCA)</b>	<p>Comprehensive Land Claims Agreement (CLCA). CLCAs are modern treaties between Indigenous groups, Canada and the applicable territorial or provincial government. While each CLCA is unique, these agreements usually include such matters as land ownership and management, money, wildlife harvesting rights, participation in land, resource, water, wildlife and environmental management, and measures to support economic development and protect Indigenous culture.</p> <p>Many CLCAs have obligations on the part of the Government of Canada, and as a result any Offerors it engages, under government procurement contracts that may involve work within the geographical area of the CLCA. These obligations may be different for each CLCA and are considered in the work when applicable. See also Indigenous Opportunities Considerations below.</p>
<b>Contaminated Site</b>	A site at which substances occur at concentrations (1) above background levels and pose (or are likely to pose) an immediate or long-term risk to human health or the environment, or (2) exceeding levels specified in relevant policies or regulations.
<b>Major Mine Closure Project Services (the "Services")</b>	Mean the services as defined in S.W.5 - Scope of Work, and as further set-out in any resulting Call-up(s).
<b>Contractor</b>	The qualified Offeror holding a valid Standing Offer who has executed Call-ups duly authorized by CIRNAC for the delivery of the Services.
<b>Cost Validation</b>	<p>Cost Validation is undertaken in order to attest to, with a higher degree of assurance, the financial reasonableness and integrity of a project's cost estimates. Cost Validation shall confirm that:</p> <ul style="list-style-type: none"> <li>• Project risks are being identified and the cost implications of risk mitigation strategies are being considered in the project cost estimate;</li> <li>• Cost estimates are properly calculated and substantiated and have the required supporting documentation; and,</li> <li>• The total project cost includes all associated costs.</li> </ul>
<b>Deliverable</b>	Has the meaning set out in S.W.6 of this Statement of Work and as further specified in any resultant Call-up(s).
<b>GC</b>	Government of Canada.
<b>Indigenous Opportunities Considerations</b>	Indigenous Opportunities Considerations include measures implemented by the Offeror to enhance the capacity of Land Claims Beneficiaries and Participants, including businesses, to participate in government contract opportunities. IOCs may include: capacity development, on-the-job training, employment or contracting (supplies or services) related to the Call-up work. Where work under any resulting Call-up will involve the performance of work within or the delivery of services to a location within a Comprehensive Land Claims Agreement (CLCA) area, the Offeror will be required to identify for CIRNAC's approval and implement IOCs appropriate to the scope of the Call-up work.

<b>Term/Acronym</b>	<b>Definition</b>
<b>Infrastructure</b>	For the purpose of this SOW, includes most forms of infrastructure such as roads, electrical, communication, water, or other public utility infrastructure, etc. For the purposes of this SOW, infrastructure excludes construction of buildings/facilities, such as, but not limited to traditional industrial warehouses, office buildings, factories, etc.
<b>Major (Project)</b>	<p>A single Infrastructure, remediation or heavy civil engineering project, with a defined start and end date, valued at <b>\$50 Million or greater</b> inclusive of Capital costs. Major Projects require an additional level of planning, design, management, monitoring and review, throughout the life cycle of the Major Project, to provide the required level of assurance as to their appropriate execution.</p> <p>Major Projects typically include a variety of internal costs, external services in addition to “Capital costs” such as, but not necessarily limited to: purchase or disposition of the land, permits and legal costs, equipment costs either on the part of the owner or the owner’s representative(s), and related items.</p>
<b>Mine Closure</b>	Means activities spanning the lifecycle of the remediation and final closure of a mine, including each of the following stages: 1) Investigation; 2) Planning and Design; 3) Regulatory Approvals; 4) Consultation; 5) Implementation; 6) Monitoring; and 7) Care and Maintenance.
<b>Mining Project</b>	Means a Project that occurs related to a mine site, whether operational or post-operational. It may include one or more aspects of the lifecycle of a mine, including: 1) Prospecting and Exploration, 2) Development; 3) Extraction, and 4) Closure/ Reclamation.
<b>NAO</b>	Northern Affairs Organization
<b>NCR</b>	National Capital Region
<b>NCSP</b>	Northern Contaminated Sites Program
<b>North or Northern</b>	For the purpose of this Statement of Work is defined as a physical location North of 60°
<b>Offeror</b>	The qualified supplier (firm) holding a valid Standing Offer who is eligible to be considered for Call-ups
<b>Portfolio</b>	A grouping of current and proposed Projects that are centrally managed, monitored and evaluated to provide a common and consistent standard in the processes, methods and tools/technologies used to deliver upon each component Project in the grouping. Portfolios are managed horizontally to determine the optimal resource mix for delivery and to schedule activities to best achieve the organization’s operational and financial goals, while respecting the constraints of the environment, co-proponents, Project stakeholders, strategic objectives, or other external factors.
<b>Project</b>	As defined by the Treasury Board Secretariat, is “an activity or series of activities that has a beginning and an end. A Project is required to produce defined outputs and realize specific outcomes in support of a public policy objective, within a clear schedule and resource plan. A Project is undertaken within specific time, cost and performance parameters.”

<b>Term/Acronym</b>	<b>Definition</b>
<b>Project Authority</b>	The officer or employee of the Crown who is authorized by the Minister to perform any of the Project Authority's functions as described in the Articles of Agreement. The Project Authority or his/her delegate is responsible for all matters concerning the technical content of the work against the SO any authorized Call-ups. The Project Authority for each Call-up will be identified in the associated Call-up document.
<b>Region</b>	Means NCSP's Regional operations in the Yukon, Northwest Territories and Nunavut.
<b>Remote</b>	Means a location with only seasonal or intermittent road access, or is only accessible by air and/or boat, or a location with logistical and environmental challenges in design or performance of the work due to extreme conditions (e.g. cold climate as defined by the Köppen Climate Classification System, permafrost, etc.).
<b>Resource</b>	The individual(s) qualified to provide services to CIRNAC on behalf of the Offeror.
<b>Socioeconomic</b>	Includes factors such as potential impacts on community health and wellbeing, demographics, market conditions, demands for public services, employment and income levels. Socioeconomic assessment includes both quantitative and qualitative measurements of proposed activities before they are carried out.
<b>SOW</b>	Statement of Work
<b>Standing Offer (SO)</b>	An overarching agreement between CIRNAC and a qualified Contractor to provide the Services on an as and when required basis. Individual work requirements may be initiated throughout the duration of the SO by means of a Call-up document. An SO does not constitute a Contract.
<b>Standing Offer Authority</b>	The Standing Offer Authority will be the sole authority on behalf of Canada for the administration of the SO. Any changes to the SO must be authorized in writing by the Standing Offer Authority. The Offeror is not to perform work in excess of or outside the scope of the SO based on written requests from any government personnel other than the Standing Offer Authority. The Standing Offer Authority for this requirement will be identified upon Award.

4.2 The following documents provide guidance for the provision of the Services to CIRNAC. The Offeror and its Resources shall conform to and maintain working knowledge of the following and all amendments thereto:

- CIRNAC's Contaminated Sites Management Policy, available online at <https://www.sac-isc.gc.ca/eng/1100100034643/1612549431211>;
- Federal Contaminated Sites Policy Framework, available online at <https://www.canada.ca/en/environment-climate-change/services/federal-contaminated-sites/policy-framework.html>;
- Treasury Board Directive on the Management of Projects and Programs, available online at: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32594>;
- Treasury Board Framework for the Management of Risk, available online at: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=19422>;
- Environment, Health & Safety Policy – Contaminated Sites Program, available online at: <https://www.rcaanc-cirnac.gc.ca/eng/1100100035307/1537553847462>;

- Mine Site Reclamation Policy for the Northwest Territories, available online at: <https://www.rcaanc-cirnac.gc.ca/eng/1100100036038/1547657739486>;
- Mine Site Reclamation Policy for Nunavut, available online at: <https://www.rcaanc-cirnac.gc.ca/eng/1100100036042/1547658056831>;
- A copy of the *Northern Contaminated Sites Program Cost Estimating Guide*, to be provided to the Offeror after SO Award;
- Contaminated Site and Major Mine Closure Project-specific agreements, policies, procedures, and guidelines, to be provided to the Offeror after SO Award or at time of Call-up (as applicable to the work).

## S.W.5 SCOPE OF WORK

5.1 The Offeror shall provide the Services, as required and as stated in any resultant Call-up(s). This shall include, but is not limited to providing subject matter expertise in the following areas:

- Mine Closure and Mining Projects;
- Contaminated Sites;
- Northern and Remote conditions, including those affecting markets, economic and socio-economic factors, and Project delivery;
- effective horizontal coordination within and across government;
- establishment and maintenance of effective intergovernmental relationships, including collaboration, communications and negotiations;
- engagement, establishment and maintenance of effective relationships and agreements with Indigenous governments, organizations, communities and associations;
- working effectively with Authorities Having Jurisdiction (AHJ), governing and appointed bodies, non-governmental associations, financial/commercial industry partners; and
- engagement with private sector delivery participants and third party advisors from a variety of disciplines (e.g. technical, environmental, legal, financial, etc.).

### 5.2 Major Mine Closure Project Services

Offerors qualified to provide **Major Mine Closure Project Services** shall provide subject matter expertise; strategic and operational advice; planning; and support to NCSP in its design, development and implementation, including establishment and enhancement of repeatable processes, tools and knowledge transfer, in the following areas:

- 1) Planning and Advisory Services to assist NCSP in establishing, maintaining and updating its plans and approaches to deliver upon Major Mine Closure Projects, in consideration of resourcing (e.g. human, capital, equipment), market capacity, costs, schedule, risks and constraints, and dependencies, including but not limited to:
  - a) Annual work planning;
  - b) Project work planning;
- 2) Providing subject matter expertise on the life cycle of Mining Projects, with a focus on Mine reclamation;
- 3) Methodologies, tools and implementation support for Major Mine Closure Project estimation, costing (e.g. Mine Closure costing), cost validation and reconciliation;

- 4) Identification, analysis, strategic advice and implementation support in resolution of issues related to Major Mine Closure Projects (e.g. issues impacting Project requirements and constraints related to technical approaches, environmental factors, affected communities and socio-economic considerations, etc.). This may include, but is not limited to:
  - a) Providing subject matter expertise in the identification, analysis, and effective methods for the avoidance, mitigation or resolution of engineering liabilities;
  - b) Providing subject matter expertise and assisting in development of strategies for and the conduct of economic analyses and socio-economic analyses for Major Mine Closure Projects, using a variety of methodologies (e.g. opportunity cost analysis, contingent valuation analysis, avoided cost analysis, quantitative analysis of labour and commercial conditions/content, economic and socio-economic impact and outcomes of implemented strategies, etc.);
- 5) Planning, development, facilitation and reporting on the conduct of engagement, multi-disciplinary working groups and coaching/knowledge transfer sessions bringing together diverse participants to achieve common objectives in support of Major Mine Closure Projects. This may include design, development and enhancement of session materials and take-aways for participants in a variety of readily accessible formats appropriate to the needs of participants.
  - a) Participants may include: NCSP personnel from across the Project Portfolio, inter-departmental participants, inter-governmental participants including Territorial and Indigenous governments, regulatory and/or community and industry-based participants;
- 6) Support in planning, conduct and reporting on readiness assessment of Major Mine Closure Project membership to undertake the Project, and assistance in refining the Project as appropriate to the results of the assessment;
- 7) Support in planning, conduct and reporting on assessments of quality and performance (e.g. “health check”) of Major Mine Closure Projects, including assistance and decision-support to NCSP in preparation for and during any reviews conducted by third parties. This may include review and assistance to NCSP in the development and implementation of refined plans and approaches for the delivery of Major Mine Closure Projects as appropriate to the results of the review;
- 8) Advice and assistance in planning and implementation of timely and effective transition among Major Mine Closure Project delivery partners, delivery models and/or arrangements (e.g. contracts, etc.) and other significant Project changes, in a manner that mitigates risk and cost while supporting on-going Project delivery; and
- 9) Other related Services.

## S.W.6 DELIVERABLES

The Offeror shall provide any and all deliverables related to the Scope of Work above, as required, and as specified in any resultant Call-up(s).

All deliverables shall be in hard-copy, electronic, or both, as required and as identified by the Project Authority in any resultant Call-up(s). Any and all electronic deliverables must be compatible with the departmental software standards, currently .PDF, or an appropriate MS Office 2016 (or later) format (i.e. Word, Excel, PowerPoint, Visio, or other format appropriate to the deliverable requested).

Details on specific deliverables including language, subject matter, purpose, and any other relevant information will be described in any resultant Call-up.

CIRNAC has determined that any Intellectual Property arising from the performance of the work under the SOA and any resulting Call-up(s) will vest with the Offeror, unless otherwise specified in a Call-up.

## S.W.7 RESOURCE

### 7.1 Resource Categories

#### 7.1.1 Core Resources

a) Core Resources are defined as follows:

- i. A - Principal / Project Leader
- ii. B - Senior Consultant
- iii. F.1 - Senior Subject Matter Expert - Major Project Management
- iv. G.1 - Senior Subject Matter Expert - Contaminated Site Project Control / Project Health

b) Within the Core Team of Resources, at least one (1) Resource must possess experience working on Projects that involved Indigenous government or Indigenous community Project stakeholders, participants or input; with the Resource having experience incorporating feedback from consultation or engagement with Indigenous persons or modifying design or costing to incorporate Traditional Knowledge.

#### 7.1.2 Additional Resources

a) Additional Resources are defined as follows:

- i. C - Intermediate Consultant
- ii. D - Junior Consultant
- iii. E.1 - Senior Subject Matter Expert – Mine Closure
- iv. E.2 - Intermediate Subject Matter Expert – Mine Closure
- v. F.2 - Intermediate Subject Matter Expert - Major Project Management
- vi. G.2 - Intermediate Subject Matter Expert - Contaminated Site Project Control / Project Health
- vii. H - Senior Technical Consultant.

b) To supplement the Offeror's team of Core Resources, as required by CIRNAC to provide access to the necessary technical subject matter expertise to provide services under subsequent Call-ups, at CIRNAC's discretion, Resources in addition to those named in the Offeror's Proposal may be evaluated and qualified by NCSP on the basis of the minimum qualifications and resource requirements outlined in this SOW. **Qualification and acceptance of Additional Resources prior to or during the course of work under a Call-up does not require an amendment to the SO and will be evidenced by a written statement from the CIRNAC Project Authority.**

- c) This Additional Resource clause does not apply to the replacement or substitution of members of the Core Resources team named in the Offer to perform the Work. To replace or substitute a Core Resource team member please refer to the Resource Substitution and Replacement and Substitutions clauses (see Section 7.5, SOW).

**7.2 SO Resource List**

7.2.1 To ensure an adequate level of support to CIRNAC under the SO, the Offeror shall provide CIRNAC with access to a team of Resources. CIRNAC has authority to update and identify a specific SO Resources List, comprised of all the Resource categories identified in the Section 7.1 above, defined in the following table.

7.2.2 The SO Resource List with CIRNAC takes precedence over the category definition of the Offeror’s deployed Resources, when the two are in conflict.

7.2.3 At any time, the numbers of Resources identified in the SO Resource List, **MUST NOT** exceed the following maximum numbers per Resource category:

<b>Category</b>	<b>Maximum Number of Resources</b>
Principal / Project Leader	3
Senior Consultant	8
Senior Subject Matter Expert (various types)	8
Intermediate Consultant	8
Junior Consultant	8
Intermediate Subject Matter Expert (various types)	8
Senior Technical Consultant	8

7.2.4 As specified in any resulting Call-up(s), CIRNAC may, in its exclusive discretion, request the Offeror to provide the Services of one (1), some or all of the Resources named in its SO Proposal (as per the SO Resource List), or request the Offeror to offer which of its Resources will deliver the work requested. The Offeror shall determine and provide the necessary number, type(s), and seniority of Resources to complete the work under any Call-up(s) in a professional and timely manner. The Offeror shall provide the Services of qualified Resources competent in the subject matter in which they are engaged. Where required by CIRNAC, the Offeror shall provide the Services of specific named Resources.

**7.3 Minimum Qualifications**

7.3.1 Deployed Resources shall meet the minimum requirements for the Resource Category and level in which they are providing Services. All references to recent work experience (e.g. within the last 10 years) is in reference to the date of RFSO posting (for Resources evaluated at time of Offer) or the date of the first Call-up Request (for Resources evaluated following SO award).

<b>A. Principal / Project Leader – evaluated at time of Offer, and at time of first Call-up for Additional Resources</b>
<b><i>Minimum Qualifications</i></b>
<ul style="list-style-type: none"> <li>a) At least <b>15 years’ cumulative demonstrated work experience</b> related to <b>Major Mine Closure Projects</b>, demonstrating <b>progressively more senior roles</b> across the duration of the Resource’s experience; AND</li> <li>b) Bachelor’s <b>degree</b> or higher in Engineering, Business Administration, Environmental Sciences, Geography, Geology, <b>OR an additional three (3) years’ cumulative demonstrated work</b></li> </ul>



**experience related to Major Mine Closure Projects; AND**

- c) At least **one (1) work engagement** in the last 10 years **as a Lead delivering services on a Major Mining Project for a Mine located in the North or a Major Mine Closure Project for a Mine located in the North; AND**
- d) At least **three (3) work engagements** in the last 10 years **as a Lead**, delivering services comparable to the Services as defined in Sections 5.2.1 - 5.2.8 of the Statement of Work (SOW) in support of three (3) **distinct Major Mine Closure Projects** in a context where the Resource **actively engaged with public, industry or community stakeholders OR for a Northern Mine OR for a Remote Mine; AND**
- e) At least **one (1) work engagement** in the last 10 years demonstrating the Resource's experience **as a Lead delivering services on a Major Mining Project or Major Mine Closure Project valued at \$100 Million** in Capital or liability; AND
- f) At least **one (1) work engagement** in the last 10 years demonstrating the Resource's **experience advising and reporting to the senior executive level** (DG or equivalent (e.g. vice president, principal, etc.) or higher); AND
- g) At least **one (1) work engagement** in the last 10 years demonstrating the Resource's **experience working in an integrated collaborative fashion with** one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants; AND
- h) At least **one (1) work engagement** in the last 10 years demonstrating the Resource's **experience designing or implementing Project Performance Management, for Mining or Mine Closure Projects** (e.g. KPIs); AND
- i) At least **one (1) work engagement** in the last 10 years demonstrating the Resource's experience **designing or implementing Project Risk Management AND Technical Risk Management, for Mining or Mine Closure Projects.**

"Risk Management" in this context means risk analysis, identification of mitigation/treatment options, and implementation.

**A maximum of nine (9) work engagements will be evaluated.**

Each work engagement put forward for c) - i) must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated. The same work engagement may be put forward against more than one of c) - i) where it demonstrates the requirements.

"Lead" is defined as leading a team of multi-disciplinary resources within an operational Project environment.

"Major" means the Mining Project or Mine Closure (as the context dictates) had a Capital or liability value of at least \$50 Million, unless a higher value is specified.

## **B. Senior Consultant– evaluated at time of Offer, and at time of first Call-up for Additional Resources**

### ***Minimum Qualifications***

- a) At least **10 years' cumulative demonstrated work experience** related to **Mine Closure Projects, demonstrating progressively more senior roles** across the duration of the Resource's experience; AND
- b) Bachelor's **degree** or higher in Engineering, Business Administration, Environmental Sciences, Geography, Geology, **OR an additional three (3) years' cumulative demonstrated work experience** related to **Mine Closure Projects; AND**
- c) At least **two (2) work engagements** in the last 10 years **as a Lead**, delivering services

comparable to the Services as defined in Sections 5.2.1 - 5.2.8 of the Statement of Work (SOW) in support of two (2) **distinct Major Mine Closure Projects** in a context where the Resource **actively engaged with public, industry or community stakeholders, OR for a Northern Mine OR for a Remote Mine**; AND

- d) At least **one (1) work engagement** in the last 10 years demonstrating the Resource's **experience advising and reporting to the senior executive level** (DG or equivalent (e.g. vice president, principal, etc.) or higher); AND
- e) At least **one (1) work engagement** in the last 10 years demonstrating the Resource's **experience working in an integrated collaborative fashion with** one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants; AND
- f) At least **one (1) work engagement** in the last 10 years demonstrating the Resource's **experience designing or implementing Project Performance Management for Mining or Mine Closure Projects** (e.g. KPIs); OR at least **one (1) work engagement** in the last 10 years demonstrating the Resource's experience **designing or implementing Project Risk Management or Technical Risk Management, for Mining or Mine Closure Projects**.

"Risk Management" in this context means risk analysis, identification of mitigation/treatment options, and implementation.

**A maximum of five (5) Work engagements will be evaluated.**

Each work engagement put forward for c) - f) must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated. The same work engagement may be put forward against more than one of c) - f) where it demonstrates the requirements.

"Lead" is defined as leading a team of multi-disciplinary resources within an operational Project environment.

"Major" means the Mine Closure had a Capital or liability value of at least \$50 Million.

### **C. Intermediate Consultant – evaluated at time of first Call-up**

#### ***Minimum Qualifications***

- a) At least **5 years' cumulative demonstrated work experience** related to **Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects** AND
- b) Bachelor's **degree** or higher in Engineering, Business Administration, Environmental Sciences, Geography, Geology, **OR an additional three (3) years' cumulative demonstrated work experience** related to **Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects**; AND
- c) At least **one (1) work engagement** in the last 10 years delivering services comparable to the Services as defined in SOW 5.2.1 - 5.2.8 in support of a **Mine Closure Project** in a context where the Resource **actively engaged with public, industry or community stakeholders, OR for a Northern Mine OR for a Remote Mine**; AND
- d) At least **one (1) work engagement** in the last 10 years demonstrating the Resource's **experience working in an integrated collaborative fashion with** one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants; AND
- e) At least **one (1) work engagement** in the last 10 years demonstrating the Resource's **experience designing or implementing Project Performance Management for Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects** (e.g. KPIs); OR at least one (1) work engagement in the last 10 years demonstrating the Resource's experience **designing or implementing Project Risk Management or Technical**

**Risk Management, for Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects.**

“Risk Management” in this context means risk analysis, identification of mitigation/treatment options, and implementation.

**A maximum of three (3) work engagements will be evaluated.**

Each work engagement put forward under c) - e) must demonstrate a minimum duration of engagement of the Resource of six (6) months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated. The same work engagement may be put forward against more than one of c) - e) where it demonstrates the requirements.

**D. Junior Consultant – evaluated at time of first Call-up**

***Minimum Qualifications***

- a) At least **1 year’ cumulative demonstrated work experience** related to **Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects** AND
- b) Bachelor’s **degree** or higher in Engineering, Business Administration, Environmental Sciences, Geography, Geology, **OR an additional three (3) years’ cumulative demonstrated work experience** related to **Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects**; AND
- c) At least **one (1) work engagement** in the last 10 years delivering services comparable to the Services as defined in Sections 5.2.1 - 5.2.8 of the Statement of Work (SOW) in support of a **Mining Project or Mine Closure Project or Contaminated Site Project or Infrastructure Project** in a context where the Resource **actively engaged with public, industry or community stakeholders, OR for a Northern site OR for a Remote site**; AND
- d) At least **one (1) work engagement** in the last 10 years demonstrating the Resource’s **experience working in an integrated collaborative fashion with** one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants; AND
- e) At least **one (1) work engagement** in the last 10 years demonstrating the Resource’s **experience designing or implementing Project Performance Management for Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects** (e.g. KPIs); **OR** at least **one (1) work engagement** in the last 10 years demonstrating the Resource’s experience **designing or implementing Project Risk Management or Technical Risk Management, for Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects**.

“Risk Management” in this context means risk analysis, identification of mitigation/treatment options, and implementation.

**A maximum of three (3) work engagements will be evaluated.**

Each work engagement put forward under c) - e) must demonstrate a minimum duration of engagement of the Resource of six (6) months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated. The same work engagement may be put forward against more than one of c) - e) where it demonstrates the requirements.

**E.1 Senior Subject Matter Expert – Mine Closure Project Lifecycle – evaluated at time of first Call-up**

***Minimum Qualifications***

- a) At least **15 years’ cumulative demonstrated work experience** in **Mine Closure**, demonstrating progressively more senior roles across the duration of the Resource’s experience; AND

b) Bachelor's **degree** or higher in Engineering, Business Administration, Environmental Sciences, Geography, Geology, **OR an additional three (3) years' cumulative demonstrated work experience in Mine Closure**; AND

c) At least **three (3) distinct work engagements** in the last 10 years **leading the planning and implementation of Mine Closure** for three (3) distinct Mine Closure Projects).

"Lead" is defined as having primary accountability and responsibility for the delivery of the services.

AND

d) At least **one (1) work engagement** in the last 10 years **planning the closure of a Major producing mine** (i.e. closure had a Capital or liability value of at least \$50 Million).

**A maximum of four (4) work engagements will be evaluated.**

Each work engagement put forward under c) – d) must demonstrate a minimum duration of engagement of the Resource of six (6) months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated. The same work engagement may be put forward against more than one of c) - d) where it demonstrates the requirements.

### **Rated Qualifications**

Resources meeting the above requirements a) - d) will be evaluated based on the following. Resources must achieve a minimum of 65% (63 / 97 points) on the following criteria e.1-e.7:

e) Demonstrated experience through work engagements in Mine Closure as follows:

e.1) **15 points** based on up to 5 points/work engagement = **completeness of Mine Closure planning:**

5 points = demonstrated experience planning for the complete closure of the Mine. Deliverables and outcomes were well described;

3 points = demonstrated experience planning for closure of a component of the Mine (e.g. tailings design). Deliverables and outcomes were well described;

1 point = demonstrated some experience planning for Mine closure. Deliverables and outcomes may be lacking in detail;

0 point = experience in planning for Mine closure not demonstrated.

e.2) **15 points** based on up to 5 points/work engagement = **planning across the Mine Closure Project lifecycle:**

5 points = demonstrated experience planning for Mine Closure across at least five (5) of the Mine Closure Project lifecycle stages (Investigation, Planning & Design, Regulatory Approvals, Consultation, Implementation, Monitoring, Care & Maintenance). Deliverables and outcomes were well described;

3 points = demonstrated experience planning for Mine Closure across at least three (3) of the Mine Closure Project lifecycle stages. Deliverables and outcomes were well described;

1 point = demonstrated some experience planning for Mine Closure across at least two (2) of the Mine Closure Project lifecycle stages. Deliverables and outcomes may be lacking in detail;

0 point = experience in planning across the Mine Closure Project lifecycle not demonstrated.

e.3) **15 points** based on up to 5 points/work engagement = **costing a Mine Closure Plan across the Mine Closure Project lifecycle:**

5 points = demonstrated experience costing a Mine Closure Plan across at least five (5) of the Mine Closure Project lifecycle stages (Investigation, Planning & Design, Regulatory Approvals, Consultation, Implementation, Monitoring, Care & Maintenance). Deliverables

and outcomes were well described;

3 points = demonstrated experience costing a Mine Closure Plan across at least three (3) of the Mine Closure Project lifecycle stages. Deliverables and outcomes were well described;

1 point = demonstrated some experience costing a Mine Closure Plan across at least two (2) of the Mine Closure Project lifecycle stages. Deliverables and outcomes may be lacking in detail;

0 point = experience in planning across the Mine Closure Project lifecycle not demonstrated.

e.4) **15 points** based on up to 5 points/work engagement = **completeness of Mine Closure implementation:**

5 points = demonstrated experience implementing the complete closure of the Mine. Deliverables and outcomes were well described;

3 points = demonstrated experience implementing the closure of a component of the Mine (e.g. tailings closure). Deliverables and outcomes were well described;

1 point = demonstrated some experience implementing Mine Closure. Deliverables and outcomes may be lacking in detail;

0 point = experience in implementing the Mine Closure not demonstrated.

e.5) **15 points** based on up to 5 points/work engagement = **scale of Mine Closure Projects:**

5 points = demonstrated experience in planning or implementation of a Mine Closure with a Capital or liability value of \$100 Million or more;

3 points = demonstrated experience in planning or implementation of a Mine Closure with a Capital or liability value of at least \$50 Million;

1 point = demonstrated experience in planning or implementation of a Mine Closure with a Capital or liability value of less than \$50 Million;

0 point = scale of Mine Closure Project experience not clearly demonstrated.

e.6) **12 points** based on up to 5 points/work engagement = **Mine Closure Projects in comparable contexts** (as defined below):

4 points = clearly demonstrated experience in Mine Closure in a context where the Resource **actively engaged with public, industry or community stakeholders, OR for a Northern Mine OR for a Remote Mine;**

2 points = demonstrated some experience in Mine Closure in a comparable context. Context or experience may be lacking in detail;

0 point = experience in comparable contexts not clearly demonstrated.

A maximum of three (3) work engagements may be put forward as demonstration against each of e.1-e.6 (to a **maximum of 18 work engagements overall**) The same work engagement may be put forward against more than one of e.1 - e.6 where it demonstrates the requirements.

e.7) **up to 10 points** for demonstrated **experience in work engagement in the lifecycle management of a Major Mining Project** (i.e. had a Capital or liability value of at least \$50 Million):

5 points = experience demonstrated in the active Closure/Reclamation of the Mine;

3 points = experience demonstrated in the Extraction stage of the Mine's lifecycle;

1 point = experience demonstrated in the Exploration or Development stage of the Mine's lifecycle;

0 point = experience not clearly demonstrated in relation to the Mine's lifecycle.

Each work engagement put forward under e) must demonstrate a minimum duration of engagement of the Resource of six (6) months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated.

## **E.2 Intermediate Subject Matter Expert – Mine Closure Project Lifecycle – evaluated at time of first Call-up**

### ***Minimum Qualifications***

- a) At least **10 years’ cumulative demonstrated work experience in Mine Closure**, demonstrating progressively more senior roles across the duration of the Resource’s experience; AND
- b) Bachelor’s **degree** or higher in Engineering, Business Administration, Environmental Sciences, Geography, Geology, **OR an additional three (3) years’ cumulative demonstrated work experience in Mine Closure**; AND
- c) At least **two (2) work engagements** in the last 10 years **leading the planning and implementation of Mine Closure** for two (2) distinct Mine Closure Projects).

“Lead” is defined as having primary accountability and responsibility for the delivery of the services.

AND

- d) At least **one (1) work engagement** in the last 10 years **planning the closure of a Major producing mine** (i.e. closure had a Capital or liability value of at least \$50 Million).

**A maximum of three (3) Work engagements will be evaluated.**

Each work engagement put forward under c) - d) must demonstrate a minimum duration of engagement of the Resource of six (6) months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated. The same work engagement may be put forward against more than one of c) - d) where it demonstrates the requirements.

### ***Rated Qualifications***

Resources meeting the above requirements a) - d) will be evaluated based on the following. Resources must achieve a minimum of 65% (42 / 63 points) on the following criteria e.1 - e.7:

- e) Demonstrated experience through work engagements in Mine Closure as follows:
  - e.1) **10 points** based on up to 5 points/work engagement = **completeness of Mine Closure planning**:
    - 5 points = demonstrated experience planning for the complete closure of the Mine. Deliverables and outcomes were well described;
    - 3 points = demonstrated experience planning for closure of a component of the Mine (e.g. tailings design). Deliverables and outcomes were well described;
    - 1 point = demonstrated some experience planning for Mine closure. Deliverables and outcomes may be lacking in detail;
    - 0 point = experience in planning for Mine closure not demonstrated.
  - e.2) **10 points** based on up to 5 points/work engagement = **planning across the Mine Closure Project lifecycle**:
    - 5 points = demonstrated experience planning for Mine Closure across at least four (4) of the Mine Closure Project lifecycle stages (Investigation, Planning & Design, Regulatory Approvals, Consultation, Implementation, Monitoring, Care & Maintenance). Deliverables and outcomes were well described;
    - 3 points = demonstrated experience planning for Mine Closure across at least three (3) of

the Mine Closure Project lifecycle stages. Deliverables and outcomes were well described;

1 point = demonstrated some experience planning for Mine Closure across at least two (2) of the Mine Closure Project lifecycle stages. Deliverables and outcomes may be lacking in detail;

0 point = experience in planning across the Mine Closure Project lifecycle not demonstrated.

e.3) **10 points** based on up to 5 points/work engagement = **costing a Mine Closure Plan across the Mine Closure Project lifecycle:**

5 points = demonstrated experience costing a Mine Closure Plan across at least four (4) of the Mine Closure Project lifecycle stages (Investigation, Planning & Design, Regulatory Approvals, Consultation, Implementation, Monitoring, Care & Maintenance). Deliverables and outcomes were well described;

3 points = demonstrated experience costing a Mine Closure Plan across at least three (3) of the Mine Closure Project lifecycle stages. Deliverables and outcomes were well described;

1 point = demonstrated some experience costing a Mine Closure Plan across at least two (2) of the Mine Closure Project lifecycle stages. Deliverables and outcomes may be lacking in detail;

0 point = experience in planning across the Mine Closure Project lifecycle not demonstrated.

e.4) **10 points** based on up to 5 points/work engagement = **completeness of Mine Closure implementation:**

5 points = demonstrated experience implementing the complete closure of the Mine. Deliverables and outcomes were well described;

3 points = demonstrated experience implementing the closure of a component of the Mine (e.g. tailings closure). Deliverables and outcomes were well described;

1 point = demonstrated some experience implementing Mine Closure. Deliverables and outcomes may be lacking in detail;

0 point = experience in implementing the Mine Closure not demonstrated.

e.5) **10 points** based on up to 5 points/work engagement = **scale of Mine Closure Projects:**

5 points = demonstrated experience in planning or implementation of a Mine Closure with a Capital or liability value of \$100 Million or more;

3 points = demonstrated experience in planning or implementation of a Mine Closure with a Capital or liability value of at least \$50 Million;

1 point = demonstrated experience in planning or implementation of a Mine Closure with a Capital or liability value of less than \$50 Million;

0 point = scale of Mine Closure Project experience not clearly demonstrated.

e.6) **8 points** based on up to 5 points/work engagement = **Mine Closure Projects in comparable contexts** (as defined below):

4 points = clearly demonstrated experience in Mine Closure in a context where the Resource **actively engaged with public, industry or community stakeholders, OR for a Northern Mine OR for a Remote Mine;**

2 points = demonstrated some experience in Mine Closure in a comparable context. Context or experience may be lacking in detail;

0 point = experience in comparable contexts not clearly demonstrated.

A maximum of two (2) work engagements may be put forward as demonstration against each of e.1 - e.6 (to a **maximum of 12 work engagements overall**) The same work engagement may

be put forward against more than one of e.1 - e.6 where it demonstrates the requirements.

e.7) **up to 5 points** for demonstrated **experience in work engagement in the lifecycle management of a Major Mining Project** (i.e. had a Capital or liability value of at least \$50 Million):

5 points = experience demonstrated in the active Closure/Reclamation of the Mine;

3 points = experience demonstrated in the Extraction stage of the Mine's lifecycle;

1 point = experience demonstrated in the Exploration or Development stage of the Mine's lifecycle;

0 point = experience not clearly demonstrated in relation to the Mine's lifecycle.

Each work engagement put forward under e) must demonstrate a minimum duration of engagement of the Resource of six (6) months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated.

### **F.1 Senior Subject Matter Expert – Major Project Management – evaluated at time of Offer, and at time of first Call-up for Additional Resources**

#### ***Minimum Qualifications***

- a) At least **15 years' cumulative demonstrated work experience** designing and implementing Project delivery models for **Major Projects, including** experience in Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects; AND
- b) Bachelor's **degree** or higher in Engineering, Business Administration, Environmental Sciences, Geography, Geology, **OR an additional three (3) years' cumulative demonstrated work experience** providing long-term Project Lifecycle planning and implementation support to **Major Projects**; AND
- c) At least **three (3) work engagements** in the last 10 years as a **Lead, designing and implementing Project delivery models for Major Projects** in support of three (3) **distinct** Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects; AND
- d) At least **one (1) work engagement** in the last 10 years demonstrating the Resource's experience as a **Lead delivering services on a Major Mining Project or Major Mine Closure Project or Major Contaminated Site Project or Major Infrastructure Project valued at \$100 Million** in Capital or liability; AND
- e) At least **one (1) work engagement** in the last 10 years as a **Lead delivering services on a Major Mining Project or a Major Mine Closure Project**; AND
- f) At least **one (1) work engagement** in the last 10 years as a **Lead delivering services on a Major Project located in the North**; AND
- g) At least **one (1) work engagement** in the last 10 years demonstrating the Resource's **experience advising and reporting to the senior executive level** (DG or equivalent (e.g. vice president, principal, etc.) or higher); AND
- h) At least **one (1) work engagement** in the last 10 years demonstrating the Resource's **experience working in an integrated collaborative fashion with** one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants; AND
- i) At least **one (1) work engagement** in the last 10 years demonstrating the Resource's **experience designing or implementing Project Performance Management for Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects** (e.g. KPIs); **OR** at least **one (1) work engagement** in the last 10 years demonstrating the Resource's experience **designing or implementing Project Risk Management or Technical Risk Management, for Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects.**



“Risk Management” in this context means risk analysis, identification of mitigation/treatment options, and implementation.

**A maximum of eight (8) Work engagements will be evaluated.**

Each work engagement put forward for c) - i) must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated. The same work engagement may be put forward against more than one of c) - i) where it demonstrates the requirements.

“Lead” is defined as leading a team of multi-disciplinary resources within an operational Project environment.

“Major” means the Project had a Capital or liability value of at least \$50 Million, unless a higher value is specified.

**F.2 Intermediate Subject Matter Expert – Major Project Management – evaluated at time of first Call-up**

***Minimum Qualifications***

- a) At least **10 years’ cumulative demonstrated work experience** designing and implementing Project delivery models for **Major Projects**, including experience in Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects; AND
- b) Bachelor’s degree or higher in Engineering, Business Administration, Environmental Sciences, Geography, Geology, OR an additional three (3) years’ **cumulative** demonstrated work experience providing long-term Project Lifecycle planning and implementation support to **Major Projects**.
- c) At least two (2) work engagements in the last 10 years, designing and implementing Project delivery models for Major Projects in support of two (2) distinct Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects; AND
- d) At least **one (1) work engagement** in the last 10 years **as a Lead delivering services on a Major Project located in the North**; AND
- e) At least **one (1) work engagement** in the last 10 years demonstrating the Resource’s **experience advising and reporting to the senior executive level** (DG or equivalent (e.g. vice president, principal, etc.) or higher); AND
- f) At least **one (1) work engagement** in the last 10 years demonstrating the Resource’s **experience working in an integrated collaborative fashion with** one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants; AND
- g) At least **one (1) work engagement** in the last 10 years demonstrating the Resource’s **experience designing or implementing Project Performance Management for Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects** (e.g. KPIs); OR at least **one (1) work engagement** in the last 10 years demonstrating the Resource’s experience **designing or implementing Project Risk Management or Technical Risk Management, for Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects**.

“Risk Management” in this context means risk analysis, identification of mitigation/treatment options, and implementation.

**A maximum of six (6) Work engagements will be evaluated.**

Each work engagement put forward for c) - g) must demonstrate a minimum duration of engagement of the Resource of six (6) months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated. The same work engagement may be put forward

against more than one of c) - g) where it demonstrates the requirements.

“Lead” is defined as leading a team of multi-disciplinary resources within an operational Project environment.

“Major” means the Mining Project or Mine Closure had a Capital or liability value of at least \$50 Million, unless a higher value is specified.

### ***Rated Qualifications***

Resources meeting the above requirements a) - g) will be evaluated based on the following. Resources must achieve a minimum of 65% (26 / 40 points) on the following criteria h) - i):

- h) **10 points** based on up to 5 points/work engagement for demonstrated experience as a Lead in Project Management of **Major Mining Projects or Major Mine Closure Projects**, as follows:
- 5 points = clearly demonstrated Lead Project Management experience for the Project. Deliverables and outcomes were well described;
- 3 points = demonstrated some Project Management experience for the Project. Lead role unclear or deliverables and outcomes may be lacking in detail;
- 0 point = experience not demonstrated.
- i) **10 points** based on up to 5 points/work engagement for demonstrated experience **as a Lead delivering services on additional Major Projects located in the North**, as follows:
- 5 points = clearly demonstrated Lead experience for the Project. Deliverables and outcomes were well described;
- 3 points = demonstrated some experience for the Project. Lead role unclear or deliverables and outcomes may be lacking in detail;
- 0 point = experience not demonstrated.

“Lead” is defined as leading a team of multi-disciplinary resources within an operational Project environment.

### **A maximum of four (4) Work engagements will be evaluated.**

Each work engagement put forward under h) - i) must demonstrate a minimum duration of engagement of the Resource of six (6) months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated. The same work engagement may be put forward against more than one of h) - i) where it demonstrates the requirements.

### **G.1 Senior Subject Matter Expert – Contaminated Site Project Control / Project Health – evaluated at time of Offer, and at time of first Call-up for Additional Resources**

#### ***Minimum Qualifications***

- a) At least **15 years’ cumulative demonstrated work experience on Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects**; AND
- b) Bachelor’s **degree** or higher in a relevant discipline **OR an additional three (3) years’ cumulative demonstrated work experience** providing Project Control / Project Health subject matter expertise to Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects; AND
- c) At least **one (1) work engagement** in the last 10 years as a Lead Advisor providing **Project Control / Project Health subject matter expertise** to a Project with a value of at least **\$100 Million** (CAD) in Capital or liability value; AND
- d) At least **one other (1) work engagement** in the last 10 years as a Lead Advisor providing **Project Control / Project Health subject matter expertise** to a Project with a value of at least **\$50 Million** (CAD) in Capital or liability value; AND

- e) At least **one (1) work engagement** in the last 10 years **designing, implementing or evaluating Project level controls for a Mining Project or Mine Closure Project or Contaminated Site Project or Infrastructure Project**; AND
- f) At least **one (1) work engagement** in the last 10 years **designing, implementing or evaluating Project governance for a Mining Project or Mine Closure Project or Contaminated Site Project or Infrastructure Project**; AND
- g) At least **one (1) work engagement** in the last 10 years **for a Mining Project or Mine Closure Project or Contaminated Site Project or Infrastructure Project: in designing or undertaking a readiness assessment for the Project OR designing or undertaking Project health evaluation for the Project.**

“readiness assessment” in this context means determining whether an organization is prepared and fully equipped to undertake an identified Project.

**A maximum of five (5) Work engagements will be evaluated.**

Each work engagement put forward for c) - g) must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated. Work engagements may **not** be put forward under more than one (1) of c) - d) or more than one (1) of e) - g)

“Lead Advisor” is defined as providing senior level subject matter expertise and advice to a client, with accountability for results.

## G.2 Intermediate Subject Matter Expert – Contaminated Site Project Control / Project Health – evaluated at time of first Call-up

### Minimum Qualifications

- a) At least **10 years’ cumulative demonstrated work experience** on **Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects**; AND
- b) Bachelor’s **degree** or higher in a relevant discipline **OR an additional three (3) years’ cumulative demonstrated work experience** providing Project Control / Project Health subject matter expertise to Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects; AND
- c) At least **one (1) work engagement** in the last 10 years as a Lead Advisor providing **Project Control / Project Health subject matter expertise** to a Project with a value of at least **\$50 Million (CAD)** in Capital or liability value; AND
- d) At least **one (1) work engagement** in the last 10 years **designing, implementing or evaluating Project level controls**; AND
- e) At least **one (1) work engagement** in the last 10 years **designing, implementing or evaluating Project governance**; AND
- f) At least **one (1) work engagement** in the last 10 years **designing or undertaking a readiness assessment** for the Project OR **designing or undertaking Project health evaluation** for the Project.

“readiness assessment” in this context means determining whether an organization is prepared and fully equipped to undertake an identified Project.

**A minimum of three (3) and a maximum of four (4) Work engagements will be evaluated.**

**Work engagements put forward under c)-f) must demonstrate at least two (2) distinct Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects.**

Each work engagement put forward for c) - f) must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated.

“Lead Advisor” is defined as providing senior level subject matter expertise and advice to a client, with accountability for results.

### Rated Qualifications

Resources meeting the above requirements a) - f) will be evaluated based on the following. Resources must achieve a minimum of 50% (8/15 points) on the following criteria h):

- h) **15 points** based on up to 5 points/work engagement for **additional** demonstrated experience as a Lead Advisor providing **Project Control / Project Health subject matter expertise** to Projects with a value of at least **\$50 Million (CAD)** in Capital or liability value, as follows:

5 points = clearly demonstrated the Resource’s experience for a Project **valued at \$100 Million or more** in Capital or liability value. Deliverables and outcomes were well described;

4 points = clearly demonstrated the Resource’s experience for a Project **valued at \$75 Million or more** in Capital or liability value. Deliverables and outcomes were well described;

3 points = clearly demonstrated the Resource’s experience for a Project **valued at \$50 Million or more** in Capital or liability value. Deliverables and outcomes were well described;

0 point = experience not demonstrated.

“Lead Advisor” is defined as providing senior level subject matter expertise and advice to a client,

with accountability for results.

**A maximum of three (3) Work engagements will be evaluated.**

Each work engagement put forward for h) must demonstrate a minimum duration of engagement of the Resource of six (6) months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated.

**H.1 Senior Technical Consultant – evaluated at time of first Call-up**

**Minimum Qualifications**

At time of Call-up Request the technical discipline (e.g. civil, structural, mechanical, hydrological, etc.) required will be identified by the Project Authority.

Work experience and education/qualifications must be demonstrated within the technical discipline identified in the Call-up Request.

- a) At least **10 years' cumulative demonstrated work experience** in the identified technical discipline **on Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects**; AND
- b) Bachelor's **degree** or higher in a relevant discipline to the identified technical discipline, such as but not necessarily limited to Engineering, Business Administration, Environmental Sciences, Geography, Geology, or related discipline **OR an additional three (3) years' cumulative demonstrated work experience** in the identified technical discipline **on Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects**; AND
- c) At least **three (3) work engagements** in the last 10 years **leading the delivery of technical services** in the identified technical discipline for three (3) distinct Projects (e.g. project lead, design lead, etc.); AND
- d) At least **one (1) work engagement** in the last 10 years **delivering technical services** in the identified technical discipline **for a Northern or Remote Project**.

**A minimum of three (3) and a maximum of four (4) Work engagements will be evaluated.**

Each work engagement put forward for c) - d) must demonstrate a minimum duration of engagement of the Resource of six (6) months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated.

**7.4 Resource Development**

- 7.4.1 The Offeror's Resources shall provide Services in the Resource category in which they are qualified by CIRNAC and shall provide these Services at the all-inclusive hourly rate associated with the Resource category and level of experience possessed by the Resource, as identified in the Basis of Payment.
- 7.4.2 At the conclusion of each SO year (ending March 31), and no more frequently than once a SO year thereafter, the Offeror may submit an Offer to the Project Authority of CIRNAC to change the level of seniority for one (1) or more of the Offeror's qualified Resources to a higher level of seniority, where those Resources have acquired additional experience and expertise in their field. Any such Offer shall contain demonstration of the additional experience and expertise acquired by the Resource(s), substantiating the request to "upgrade" the Resource(s) to the next level of experience in the Resource category.
- 7.4.3 The Project Authority may, in its exclusive discretion, review the Offer and determine whether or not the Resource(s) are eligible to provide Services under the next level of Resource category. This "upgrade" is not automatic, and any determination to transfer a Resource to another level of Resource category is at CIRNAC's sole discretion and must be evidenced by a written statement from the Project Authority and approved in signature by the Standing Offer Authority (or their authorized representative), based on the

number limit per Resource category defined in the SOW Section 7.2. The SO Resource List shall be updated accordingly.

## 7.5 Resource Substitution and Replacement

- 7.5.1 Prior to Call-up or during the course of work under any Call-up, Resource substitution or replacement may be undertaken by the Offeror only with the express and prior written approval from the Project Authority.
- 7.5.2 Call-up(s) may include the Services of Resources named within the SO Resource List. Where CIRNAC requires the Services of specific Resources that are named within the Call-up(s), should the Offeror at any time be unable to provide the Services of the specific Resource(s), the Offeror shall notify the Project Authority, in writing, of the reason for the unavailability of the named Resource(s), and the Offeror shall be responsible for providing substitute or replacement of Resources in the same Resource category.
- 7.5.3 CIRNAC also reserves the right to direct the Offeror to undertake replacements of his or her personnel (or any subcontractors) should deployed Offeror personnel not meet CIRNAC's skills and abilities expectations.
- 7.5.4 In advance of the date upon which any substitute or replacement Resource(s) are to commence work, the Offeror shall provide to the Project Authority the name(s), date of birth, relevant security information, and detailed curriculum vitae (CV) of the qualifications and experience of the offered substitute or replacement Resource(s).
- 7.5.5 For substitute or replacement of any Resource(s), where the offered substitute or replacement Resource(s) are not in the SO Resource List, the new Resource(s) must meet minimum qualifications, as identified in the SOW Section 7.3, associated with the Resource category in which they are offered as a replacement.
- 7.5.6 Should the offered substitute or replacement Resource(s) not meet above requirements, CIRNAC reserves the right to refuse any offered substitute or replacement Resource(s). Under no circumstances shall the Offeror allow performance of the services by substitute or replacement Resource(s) that have not been duly authorized by the Project Authority.
- 7.5.7 Qualification and acceptance of any substitute or replacement Resource(s) prior to or during the course of work under any Call-up does not require an amendment to the SO and shall be evidenced by a written statement from the Project Authority.
- 7.5.8 **For permanent substitute or replacement of any Resources within the SO Resource List, it shall also be approved in signature by the Standing Offer Authority.**
- 7.5.9 CIRNAC requires that effective and continuous control be maintained throughout the duration of any Call-up authorized under the SO. If the Offeror is required to provide substitute or replacement Resources, the Offeror shall warrant that it will provide the required support to ensure a smooth transition from one Resource to another. This may require the incumbent Resource to provide coaching and support to the replacement or substitute Resource(s) for up to five (5) days, as determined by the Project Authority, **at the sole expense of the Offeror.**
- 7.5.10 Any replacement Resource(s) or substitute approved by CIRNAC shall be available to commence work **within seven (7) calendar days** of the Offeror being notified by the Project Authority. The seven (7) calendar day timeline commences after the completion of CIRNAC's internal administrative processes.
- 7.5.11 These internal administrative processes include, but are not necessarily limited to, review of an offered replacement's CV and overall qualifications and expertise, and completion security clearance check. CIRNAC cannot certify the length of time this process will take.

7.5.12 In any event that the Offeror is unable to provide the Services of qualified substitute or replacement Resource(s), CIRNAC reserves the right to cancel an existing Call-up and issue the Call-up to another qualified Offeror.

## **S.W.8 PERFORMANCE STANDARDS AND QUALITY ASSURANCE**

- 8.1 The Offeror and its deployed Resources shall possess or ensure the provision of content knowledge appropriate for the delivery of the Services, as described in all authorized Call-ups, and shall continuously strive to improve its methodological and practice skills.
- 8.2 In providing the Services as described above, the Offeror shall, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:
- Efficient time management is of utmost importance to the delivery of NCSP's Projects. At the issuance of each Call-up, CIRNAC will establish with the Offeror a schedule of milestones and reporting for the work to be completed on the basis of its congruence with the conditions of the Call-up. The Offeror shall deliver the Services by the deadlines established by the Project Authority, as specified within the Call-up. Every effort shall be made by CIRNAC to provide the Offeror with reasonable deadlines.
  - In addition to the requirement for Offeror Performance, there is an inherent Quality Assurance Standard associated with all Call-ups. The Offeror shall apply a rigorous Quality Assurance methodology to ensure the accuracy and quality of all deliverables and services provided.
- 8.3 All Deliverables rendered under all Call-ups are subject to inspection by the Project Authority or a designated representative. The Project Authority reserves the right to verify the accuracy of all Deliverables.
- 8.4 In the event that the Offeror fails to comply with the conditions of the Call-up, and as identified in CIRNAC's review of the work, CIRNAC reserves the right to terminate the Call-up and award a Call-up to another qualified Offeror in order to complete the work.
- 8.5 The management by the Offeror of Service delivery to CIRNAC in relation to all authorized Call-ups shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, codes and policies as well as professional standards.
- 8.6 The Offeror shall ensure that all Resources deployed in the provision of Services under the authorized Call-ups, including any and all sub-contractors, are properly trained and qualified to fulfill their responsibilities. In addition, the Offeror shall ensure that all deployed Resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.
- 8.7 It is the responsibility of the Offeror to ensure its conduct and performance is in accordance with the terms and conditions of the SOA and all authorized Call-ups, and in accordance with the *Code of Conduct for Procurement*. It is also the responsibility of the Offeror to ensure the conduct and performance of its deployed Resources are in accordance with the same.

## **S.W.9 REPORTING REQUIREMENTS**

- 9.1 The Offeror shall provide regular status reports, as specified in the Call-up(s), and various ad hoc oral status updates to the CIRNAC Project Authority in relation to any and all Call-up(s) issued to the Offeror.
- 9.2 It is the responsibility of the Offeror to facilitate and maintain regular communication with the CIRNAC Project Authority. In addition, the Offeror shall immediately notify the CIRNAC Project Authority of any issues, problems, or areas of concern that could adversely affect the ability of the Contractor to complete the work specified under any Call-up.
- 9.3 Any progress, ad hoc, or other reporting on Call-up work, including any work associated with invoicing, is considered Administrative in nature and is therefore considered to be included in the Offeror's accepted

hourly rates within its accepted Basis of Payment. No Administrative costs, including invoicing preparation, progress reports on work status, or ad hoc reports, are considered as separate billable items.

- 9.4 Any written reports provided shall be in CIRNAC's standard software, and may include e-mails, MS Word, MS Excel or MS Project, as appropriate.
- 9.5 Additional reporting requirements will be specified in any resulting Call-up(s).

## **S.W.10 RISKS AND CONSTRAINTS**

- 10.1 Work conducted under the SOA may require the Offeror and/or the Offeror's deployed resources to visit identified or suspected Contaminated Sites. It is the responsibility of the Offeror to consider any and all risks to health, safety, and welfare, which may be incurred in the completion of work under the SOA, as a result of visitation to Contaminated Sites.
- 10.2 CIRNAC also recognizes that work under the SOA may involve visits to Remote locations. Visits in these areas may result in changes in climate, cost of living, service provision and accessibility, and other unforeseen changes in condition from the Offeror's and/or the Offeror's deployed Resources' initial location and residence.
- 10.3 CIRNAC is **NOT** responsible to recompense for personal or property injury to the Offeror or the Offeror's deployed Resources, while providing Services on behalf of CIRNAC, throughout the duration of the SOA. The Offeror is responsible for maintaining appropriate insurance coverage for the Offeror and its deployed Resources, including any sub-contractors.
- 10.4 Site Health and Safety at each site is typically the responsibility of a third party. When visiting a Contaminated Site, the Offeror shall ensure that its Resources (including any sub-contracted resources) comply with all applicable acts and regulations as well as any Health and Safety policies, procedures and requirements established by the party responsible for Health and Safety at each site. Should the Offeror determine that additional Health and Safety measures are required to ensure the safety of its personnel, the Offeror shall implement such measures while respecting the policies, procedures and requirements in place at the site(s).
- 10.5 Each NCSP Project is a complex undertaking with multiple parties supporting the successful delivery of the Project. The Offeror shall work in a professional and cooperative manner with representatives from all levels of government, Indigenous peoples and organizations, other contractors, and regulatory and oversight agencies in the completion of its work. In initiating and managing relations between parties as required in the course of its work, the Offeror shall work with the CIRNAC Project Authority (or designate) to establish and implement procedures to ensure the sound management of its work activities requiring interaction with other parties.
- 10.6 Where Services include the provision of expert advice or opinion to CIRNAC, the Offeror, and all deployed Resources under any resulting Call-up(s), must be free of actual, potential, or perceived conflict of interest in relation to the particular issue on which the advice or opinion is provided. To support this, the Offeror and all Resources shall confirm to the CIRNAC Project Authority prior to accepting any Call-up for such matters and shall regularly report during the course of any authorized Call-up any parties with whom the Offeror and its Resources have worked in the previous year; to support CIRNAC's review and determination of the Offeror's and the Resource's conflict(s) of interest, if any.

## **S.W.11 OFFEROR RESPONSIBILITIES**

In fulfilling the terms and conditions of the SOA, the Offeror agrees to:

- Provide a mutually agreed-upon principal Point of Contact for the Offeror, who will be actively involved in, and responsible for, all activities undertaken by the Offeror's Resource(s);



- Confirm with the CIRNAC Project Authority, in writing, the receipt and successful completion of all Call-up requests;
- Provide a work plan and schedule prior to the commencement of work on each Call-up, as required;
- Work in conjunction and close contact with CIRNAC personnel and other contractors and ensure that CIRNAC personnel are acquiring appropriate expertise and knowledge transfer from the Offeror and its deployed Resources;
- Complete assigned work according to pre-defined schedules and standards;
- Provide Quality Assurance monitoring on all deliverables; and
- As required, liaise with the CIRNAC Project Authority and any stakeholders identified by the CIRNAC Project Authority for meetings, project reviews and other related project management activities.

## **S.W.12 GOVERNMENT REPRESENTATIVE AND SUPPORT**

- 12.1 CIRNAC will provide the Offeror with the Call-up documents, which will contain at a minimum, a description of the requirement, and the specific Resource categories and/or named Resources required to undertake the Project. The Project Authority will be named in individual Call-up document(s). Alternative representatives will be made available in the event that the named CIRNAC Project Authority is not available.
- 12.2 CIRNAC will provide the following to the Offeror, as required for the completion of the work under this SOA and any resulting Call-up(s):
- 12.2.1 A "Letter of Introduction" for presentation to Departmental staff and/or other parties in order to:
- a) Identify themselves as an Offeror authorized to provide services on behalf of the Department; and
  - b) Gain access to and/or collect information, and/or to conduct discussions regarding any contract work being conducted on behalf of the Department;
- 12.2.2 Permission for the Offeror to be on CIRNAC premises to review Departmental files and records which cannot be removed from the office;
- 12.2.3 Access to research databases and appropriate Departmental personnel and subject matter experts from within the organization to discuss and provide content material;
- 12.2.4 Review of reports/submissions and the provision of comments/suggested revisions, in a timely manner; and
- 12.2.5 Any other information, data and/or assistance, which is not readily available to the Offeror, and is required to complete the tasks and deliverables described in a Call-up(s).
- 12.3 CIRNAC will monitor the Offeror's on-going service delivery by conducting review meetings with the Offeror on an as-and-when-required basis, to monitor progress, as well as to exchange information relevant to chronic problem areas, action plans, and pending planning activity.

## **S.W.13 LOCATION OF WORK AND TRAVEL**

- 13.1 It is anticipated that the majority of the work will be delivered to the NCSP's headquarters in Gatineau, Quebec in the NCR, with some work at the Offeror's place of business or remotely where appropriate. For work performed at the Offeror's place of business, an access card will be provided to Resources that require it.

- 13.2 The Offeror shall ensure that appropriate protocols are in place and maintained for any meetings between its Resources and with other parties related to the work to safeguard the Offeror and its Personnel, NCSP personnel and advisors, and any third party representatives from health risks associated with COVID-19, and shall take place via tele-presence or other virtual means where appropriate and practicable.
- 13.3 The Offeror shall ensure that for any Services delivered in person in relation to the work under any Call-up(s) that the Offeror and its Resources implement all required and necessary measures to appropriately safeguard themselves, NCSP personnel and advisors, and any third party representatives in accordance with all then applicable federal, provincial and local public health authority requirements and guidance and any GC COVID-19 safety protocols. Such measures may include, but are not limited to:
- Enforcement of physical distancing requirements;
  - Ensuring adequate supplies for and practice of hand hygiene;
  - Health screening, as appropriate;
  - Use of Personal Protective Equipment for the prevention of COVID-19 (e.g. masks, gloves, etc.), as required (to be provided by the Offeror for its Resources); and
  - Other related measures.
- 13.4 Notwithstanding the above, subject to then current public health guidelines and travel protocols, CIRNAC anticipates some on-site work at NCSP's Regional offices and/or visits to related Contaminated Sites. In the event of delivery to a Regional office or Contaminated Site, Call-ups may request specific approaches to incorporation of Indigenous Opportunity considerations (e.g. training, capacity building, contract, and supply/service opportunities) for the particular work package.
- 13.5 When required, Offerors are responsible for all costs related to their own and their Resources' personal expenses, including the cost of travel between their place of business and CIRNAC NCSP headquarters, regardless of the location of the Resources conducting the work. No expenses will be reimbursed for any required travel between CIRNAC NCSP headquarters and the Offeror's place of business.
- Where CIRNAC requires work to be conducted at other locations, including NCSP's Regional offices, a particular Contaminated Site in the North, and/or anywhere else in Canada, the Offeror's Resources shall travel, as required and as authorized by CIRNAC to conduct the work. The CIRNAC Project Authority will issue a specific authorization to travel, including specific travel parameters, dates and location(s). The Offeror shall submit travel estimates for pre-approval. **Any travel must be pre-authorized (in writing) in advance by the Project Authority** and undertaken in accordance with the Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>). Offerors will be reimbursed only for previously authorized travel, accommodation and associated allowable expenses, in accordance with Travel Directive.
- 13.6 As required, where the services may be delivered within a CLCA area, the Offeror shall implement Indigenous Opportunity Considerations (IOCs) relevant to the Call-up work. Any specific CLCA(s) applicable to any resultant Call-up(s), and any requirements with regard to the Resource's work related to applicable CLCA(s), will be identified in the applicable Call-up(s).

#### **S.W.14 LANGUAGE OF WORK**

- 14.1 As a Department of the federal government, CIRNAC is required under the Official Languages Act to provide its services in either Official Language of Canada.
- 14.2 The Offeror shall ensure that all verbal and written communication with CIRNAC is in English, at a minimum.
- 14.3 The language of all written deliverables shall be English, at a minimum.

**S.W.15 CONFIDENTIALITY AND NON-DISCLOSURE**

- 15.1 The Offeror and its Resources shall keep in confidence and not use or disclose without the express written instruction of the CIRNAC Project Authority, any proprietary or confidential information obtained in the course of its work. This information includes any business confidential information contained within Contaminated Site Project or Major Mine Closure Project contractors' proposals, contracts, work plans and deliverables, and also includes any information discovered as part of any audit, evaluation or review of internal business processes.
- 15.2 The Offeror must obtain written permission from the CIRNAC Project Authority prior to the use of any NCSP materials and knowledge gained from NCSP Projects in the Offeror's other work or business, including presentation at conferences.
- 15.3 As required, prior to commencement of work under any resultant Call-up(s), the Offeror and all Resources shall sign non-disclosure agreements and conflict of interest certifications in relation to all Project work undertaken, as well as in relation to CIRNAC and any other contractors or sub-contractors involved with the related Project.

All non-disclosure agreements and conflict of interest certifications will remain valid at least for a period equal to the length of the Project, or longer, as indicated in the related document.

**ANNEX "B" - BASIS OF PAYMENT**

*(The Basis of Payment will be inserted at issuance of Standing Offer)*

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

Affaires autochtones et  
Développement du Nord Canada

Aboriginal Affairs and  
Northern Development Canada

Contract Number / Numéro du contrat  
**1000227875**  
Security Classification / Classification de sécurité

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

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE

<p>1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région <b>Northern Contaminated Sites Branch</b></p>	<p>2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :</p>
<p>3. Brief Description of Work / Brève description du travail Contaminated Site and Major Mine Closure Project &amp; Portfolio Management Support Services – Standing Offer Agreements - Stream 2 – Major Mine Closure Project Services This SRCL will be applicable to SW 5.0 Scope of Work : 5.2.2 and 5.2.3.</p>	
<p>4. Contract Amount / Montant du contrat</p>	<p>5. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :  N/A</p>
<p>5. Contract Start and End date / Date de début et de fin du contrat Upon SOA Award to / au 3 years</p>	
<p>7. Will the supplier require / Le fournisseur aura-t-il :</p> <p>7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS? <span style="float: right;"><input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui</span></p> <p>7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC? <span style="float: right;"><input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui</span></p> <p>7.3 access to the departmental computer network? accès au réseau informatique du Ministère? <span style="float: right;"><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span></p> <p style="font-size: 8px;">(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, aller à la Partie D)</p>	

PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)

PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS

<p>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?</p>	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
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INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)


<p>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?</p>	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
<p>9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties?  If yes, specify / Si oui, spécifiez :</p> <p>a) Email transmission / Transmission par courrier électronique : <span style="float: right;"><input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui</span></p> <p>b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) : <span style="float: right;"><input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui</span></p> <p>c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) : <span style="float: right;"><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui</span></p>	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<p>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* ?</p>	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui

\* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/facsimile sécurisé)

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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>			
IT Transmission – other / Transmission TI – autre	9.2(b)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Remote Access to Network / Connexion à distance au réseau	9.2(c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
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 :		<input type="checkbox"/> N/A/ Non requis	<input checked="" type="checkbox"/> Reliability/ Fiabilité	<input type="checkbox"/> Confidential/ Confidentiel	<input type="checkbox"/> Secret	<input type="checkbox"/> 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?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui	<input type="checkbox"/> N/A/ Non requis		
12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui			
 Government of Canada / Gouvernement du Canada						Contract Number / Numéro du contrat
						Security Classification / Classification de sécurité

**Note: This signature page will be updated upon Standing Offer award.**

## ANNEX "D" - SECURITY REQUIREMENTS AGREEMENT

Company name: \_\_\_\_\_

Request for standing offer: 1000227875

Standing offer: \_\_\_\_\_

### 1. Physical Security Transportation and Safeguard Requirements

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

#### 1.1 Physical Safeguards

The Protected documents must be safeguarded in a locked security container with access restricted to the contractor only.

	Protected A	Protected B
<b>Container</b>	Key locked container	Dial lock container
<b>Facility</b>	Restricted access room within office/home	Restricted access room within office/home

#### Definitions:

**Protected information:** Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

**Protected A:** Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

**Protected B:** Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

#### 1.2 Transportation

##### 1.2.1 Transportation of Paper Records

- **Protected** documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.
- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

##### 1.2.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.

- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

### 1.2.3 Discussion

- Sensitive information must never be read, displayed, discussed or used in public areas.
- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the conference room has the proper security screening level, the need-to-know and that the door is closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss **Sensitive** matters.

## 2. IT Security Requirements

Production and storage of **Protected** data outside of the departmental premises must be done as per the following to ensure that the data remains secure at all times.

### 2.1 **Electronic Storage**

- Store **Protected** electronic documents on encrypted removable media (USB key) that use approved Government of Canada standards (FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements. <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>)
- Select strong passwords for your encrypted USB keys. The level of protection provided by such devices is directly related to the strength of the password chosen.

### 2.2 **Electronic Possession, Transportation and Processing**

When there is a requirement for the contractor to transport, process or electronically store departmental information, the contractor must ensure that the data remains secure at all times no matter what level of confidentiality the information is by adhering to the following requirements:

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006> Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

### 2.3 **Electronic Transmission of Departmental Data**

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method based on the level of sensitivity of the information. The contractor may use a



combination of these transmission methods in order to share information with CIRNAC/ISC's personnel. The use of electronic transmission methods other than those listed below is prohibited.

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password; and</li> <li>• Email server communication is protected with TLS encryption.</li> </ul>
	Fax	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The sending fax machine is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advise recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>▪ The administrator user name and password must be changed from their default values;</li> <li>▪ The network name (SSID) has been changed from its default value; and</li> <li>▪ WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> <li>• Must be 8 characters or longer;</li> <li>• Have at least one upper case character;</li> <li>• Have at least one lower case character;</li> <li>• Have at least one numeric character; and</li> <li>• Have at least one allowed special character</li> </ul> </li> </ul>

<b>Protected B</b>	Encrypted and Digitally Signed eMail	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password;</li> <li>• The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and</li> <li>• Entrust software is installed on the contractor’s PC/laptop and utilized to encrypt the email using the following settings:                             <ul style="list-style-type: none"> <li>• One of the following encryption algorithms is used:                                     <ul style="list-style-type: none"> <li>▪ 3DES-168 Bit or higher</li> <li>▪ AES-128 Bit or higher</li> </ul> </li> <li>• Digitally signed with one of the following algorithms:                                     <ul style="list-style-type: none"> <li>▪ RSA (Rivest, Shamir, Adleman)</li> <li>▪ DSA (Digital Signature Algorithm)</li> <li>▪ ECDSA (Elliptic Curve Digital Signature Algorithm)</li> </ul> </li> <li>• One of the following Hash functions is used in the generation of digital signatures:                                     <ul style="list-style-type: none"> <li>• SHA-224</li> <li>• SHA-256</li> <li>• SHA-384</li> <li>• SHA-512</li> </ul> </li> </ul> </li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor’s premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>▪ The administrator user name and password must be changed from their default values;</li> <li>▪ The network name (SSID) has been changed from its default value; and</li> <li>▪ WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:                             <ul style="list-style-type: none"> <li>• Must be 12 characters or longer;</li> <li>• Have at least one upper case character;</li> <li>• Have at least one lower case character;</li> <li>• Have at least one numeric character; and</li> <li>• Have at least one allowed special character</li> </ul> </li> </ul>
	CIRNAC/ISC Secure File Exchange Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC’s Secure File Exchange service as long as following requirements are met:</p> <ul style="list-style-type: none"> <li>• A personally identifiable unique username and password is assigned to the user by CIRNAC/ISC; and</li> <li>• The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (<b>See annex 1 of security requirement agreement</b>)</li> </ul>

	CIRNAC/ISC Collaboration Service	The Contractor can transmit Protected B Data via CIRNAC/ISC's Collaboration service as long as following requirements are met: <ul style="list-style-type: none"> <li>• A personally identifiable unique username and password is assigned to each user by CIRNAC/ISC.</li> </ul>
	Fax	The Contractor can transmit Protected B Data to CIRNAC/ISC via fax as long as the following requirements are met: <ul style="list-style-type: none"> <li>• The sending fax machines is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advises recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>

### 3. Inspection

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

### 4. Security Costs

The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.

## Annex 1

### Crown-Indigenous Relations and Northern Affairs Canada / Indigenous Services Canada (CIRNAC / ISC) Secure File Exchange Service

#### Acceptable Use Policy

You have been granted access to the Crown-Indigenous Relations and Northern Affairs Canada/ Indigenous Services Canada (CIRNAC/ISC) Secure File Exchange Service. The purpose of this system is to facilitate sharing of information between CIRNAC/ISC and its business partners.

By using this system, you acknowledge and agree to abide by the following terms and conditions:

- The service will **accommodate sensitive information up to, and including, Protected B**. Protected B information is defined as any information for which unauthorized release could cause serious injury to an individual, organization or government; prejudicial treatment; or loss of reputation or competitive edge.
- The system **will not** be used to share any information rated Protected C, Confidential, Secret or Top Secret.
- The CIRNAC/ISC Secure File Exchange Service is for authorized business use only.
- The service may be accessed by authorized participants only.
- Participants will protect and not share their credentials (user ID, password, etc.) with others or allow records of their credentials to be viewed by unauthorized individuals.
- Participants will protect and manage information obtained from the CIRNAC/ISC Secure File Exchange service to prevent disclosure to unauthorized individuals.
- Participants will access the service from personal or organizational workstations that are not intended for public use. This is intended to reduce the likelihood that user credentials or other sensitive information could be cached on the workstation and accessed by unauthorized individuals.
- Files shared via this service will remain available for a period of 48 hours only at which point the files will automatically be removed from the system.

**SECURITY AGREEMENT**

I, \_\_\_\_\_ (Contractor) and authorized resources will fulfill the duties as Contractor working under standing offer \_\_\_\_\_ and upcoming call-ups against this standing offer, as set out below, to the best of our abilities.

1. Will abide by all of Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
3. Agree to notify ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of ISC security clauses and requirements included in this contract.

I, the undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:

Contractor

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CIRNAC/ISC Project Authority:

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ANNEX "E" - OFFER SUBMISSION FORM**

<b>OFFER SUBMISSION FORM</b>	
<b>Offeror's full legal name</b>	
<b>Authorized Representative of Offeror for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Offeror's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003] <b>[Note to Offerors: Please ensure that the PBN you provide matches the legal name under which you have submitted your Offer. If it does not, the Offeror will be determined based on the legal name provided, not based on the PBN, and the Offeror will be required to submit the PBN that matches the legal name of the Offeror.]</b>	
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Offeror wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b> See the Article in Part 2 of the RFSO entitled Former Public Servant for a definition of "Former Public Servant".	<p>Is the Offeror a FPS in receipt of a pension as defined in this solicitation? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p> <p>Is the Offeror a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p>
<b>Security Clearance Level of Offeror</b> [include both the level and the date it was granted] <b>[Note to Offerors: Please ensure that the security clearance matches the legal name of the Offeror. If it does not, the security clearance is not valid for the Offeror.]</b>	N/A