



**REQUEST FOR STANDING OFFER  
DEMANDE D'OFFRE À COMMANDE**

**Bid Receiving:  
Réception de sousmission :**

**Heritage Canada (acting as the bid receiving agent on behalf of Indian and Northern Affairs Canada)**  
15 Eddy Street  
2nd Floor, Mailroom 2F1  
Gatineau, QC  
K1A 0M5

**REQUEST FOR STANDING OFFERS  
DEMANDE D'OFFRES À COMMANDES**

**Proposal to DIAND:**

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, 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.

**Proposition aux MAINC:**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, représentée par le Ministre des Affaires indiennes et du Nord, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Vendor/Firm - Fournisseur/de l'entrepreneur**

Name - Nom

Address - Adresse

Telephone Number - Numéro de téléphone

GST/HST Number - Numéro de la TPS/TVH

QST Number - Numéro de la TVQ

|  |  |
|--|--|
| Title - Titre<br><b>Mining Environmental Engineering Services</b>  |  |
| Solicitation Number - Numéro de l'invitation<br><b>1000180631</b>  |  |
| Date (YYYYMMDD) - Date (AAAAMMJJ)<br><b>2016-06-13</b>   |  |
| Solicitation Closes - L'invitation prend fin<br>At - À<br><b>2:00</b>  | Time Zone - Fuseau horaire<br><br><b>Eastern Daylight Time (EDT)</b> |
| On (YYYYMMDD) - Le (AAAAMMJJ)<br><b>2016-07-25</b>   |  |
| Standing Offer Authority - L'autorité d'offre à commande<br>Name - Nom<br><b>Céline Viner</b>                                      |  |
| Telephone Number - Numéro de téléphone<br><b>819-994-7304</b>  |  |
| Facsimile Number - Numéro de télécopieur<br><b>(819) 953-7830</b>  |  |
| Email Address - Courriel<br><b>celine.viner@aadnc-aandc.gc.ca</b>  |  |
| Destination(s) of Services - Destination(s) des services<br><b>Canada</b>  |  |
| Security - Sécurité<br><b>THIS REQUEST INCLUDES SECURITY PROVISIONS</b>  |  |
| Instructions:<br><b>See Herein - Voir aux présentes</b>  |  |
| Delivery Required - Livraison exigée :<br><b>See Herein - Voir aux présentes</b>   |  |
| Person Authorized to sign on behalf of Vendor<br>Personne autorisée à signer au nom du fournisseur/de l'entrepreneur<br>Name - Nom |  |
| Title - Titre  |  |



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**TITLE: Mining Environmental Engineering Services – Abandoned Sites in the Yukon Standing Offer Agreements.**

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

The Annexes include the Statement of Work, the Basis of Payment, Security Requirement Checklists and Insurance Requirements – Certification and any other annexes.

**1.2 Summary**

1. DIAND requires qualified Contractors to provide Mining Environmental Engineering services to assist Northern Contaminated Sites Branch (NCSB) in its work in support of abandoned sites in the Yukon, on an as and when requested basis. Services include a variety of assessment, advisory and review services.
2. The period of the standing offer Agreements are from award until March 31, 2019 with two (2) one (1) year option periods;
3. For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants."

4. "The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

5. This procurement is subject to the following Comprehensive Land Claims Agreements:

| Location | Related Land Claim(s)  |
|----------|--|
| Yukon    | <p><i>Several agreements pursuant to the Yukon; these include but are not limited to:</i></p> <p>Carcross/Tagish First Nation Final Agreement;<br/> Champagne and Aishihik First Nation Final Agreement;<br/> Kluane First Nation Final Agreement;<br/> Kwanlin Dun First Nation Final Agreement;<br/> Little Salmon / Carmacks First Nation Final Agreement;<br/> First Nation of Nacho Nyak Dun Final Agreement;<br/> Selkirk First Nation Final Agreement;<br/> Ta'an Kwach'an Council Final Agreement;<br/> Teslin Tlingit Council Final Agreement;<br/> Tr'ondëk Hwëch'in Final Agreement; or<br/> Vuntut Gwitchin First Nation Final Agreement.<br/> <i>as specified in any resulting Call-up.</i></p> |

6. "The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification."

### 1.3 Security Requirement

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 Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### 1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors must 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 as determined by Canada.

### 1.5 Office of the Procurement Ombudsman

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The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise concerns regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. Additional information on the services of the OPO is available at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

#### **1.6 Greening Government Operations**

In April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Department of Indian Affairs and Northern Development (DIAND) procurements will be including more demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce their negative impact on the environment.

#### **1.7 Electronic Payment**

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Bidders/Offerors' financial institution of choice.

If not registered for direct deposit payments, by entering into this procurement process, the Bidder/Offeror agrees to provide the information required to establish direct deposit by registering with the Department of Indian Affairs and Northern Development Electronic Payment Request form (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>) at contract award, and submit the form to the address provided.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2016-04-04) 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 the Department of Indian Affairs and Northern Development (DIAND);
- b) "General Information", is amended as follows:

Delete: "One method of supply used by Public Works and Government Services Canada (PWGSC) to satisfy the requirements of departments and agencies is to arrange with suppliers to submit a standing offer to provide goods, services or both during a specified period. Specific departments and agencies are then authorized by PWGSC to make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide PWGSC with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by PWGSC of a Standing Offer and Call-up Authority to successful suppliers and to departments and agencies authorized to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. Departments and agencies may make one or several call-ups against a standing offer."

Insert: "One method of supply used by DIAND is to arrange with suppliers to submit a standing offer to provide goods and services or both during a specified period. Sections within DIAND can then make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide DIAND with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit DIAND to authorize the utilization of a standing

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offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by DIAND of a Standing Offer and Call-up Authority to successful suppliers and to sections within the department to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. DIAND may make one or several call-ups against a standing offer."

c) "Section 03 is amended as follows:

Delete: "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16"

d) Section 05, Subsection 2 is amended as follows and renumbered accordingly:

Delete: d. "send its offer only to PWGSC Bid Receiving Unit specified on page 1 of the RFSO or to the address specified in the RFSO. The facsimile number and related instructions for offers transmitted by facsimile are provided in section 08";

Insert: d. send its offer only to the Bid Receiving Address specified on page 1 of the RFSO;

Delete: e. "ensure that the Offeror's name, return address, RFSO number, and RFSO closing date and time are clearly visible on the envelope or the parcel(s) containing the offer"

e) Section 05, Subsection 4 is amended as follows:

Delete: 60 days

Insert: 180 days

f) Section 08 is amended as follows:

Delete: Subsections 1 - 3

Insert: Due to the nature of the RFSO, offers transmitted by facsimile to DIAND will not be accepted.

g) Section 12, Subsection 1 is amended as follows and renumbered accordingly:

Delete:

a. the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement;

b. an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an offer on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

h) Section 17 is amended as follows:, Subsection 1 c) is revised as follows:

Delete.

1. "A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
3. The offer and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer."

Insert:

1. "A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - . the name of each member of the joint venture;
  - a. the Procurement Business Number of each member of the joint venture;
  - b. the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - c. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
3. The offer and any resulting standing offer must be signed by all the members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the

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RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer."

i) Section 20 is amended as follows:

Delete: Subsection 2.

### **2.1.1 SACC Manual Clauses**

M7035T (2013-07-10) List of Proposed Subcontractors

### **2.2 Submission of Offers**

**2.2.1** Offers (and any amendments thereto) must be submitted only in hard copy or soft copy format (excluding Email) to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date, time and place indicated on page 1 of the RFSO document. DIAND will not assume responsibility for offers (and any amendments thereto) directed to any other locations. Offers submitted by any other means will not be accepted.

**2.2.2** Due to enhanced security measures for visitors to the building, the Standing Offer Authority has made the necessary arrangements with the building security/Commissionaires to allow Offerors who choose to deliver their offers by hand, access to the Bid Receiving Address indicated on page 1 of the RFSO document during normal business hours (8:00 am to 4:00 pm).

### **2.2.3 Tender Envelope Submissions**

Offerors must clearly identify on the envelope containing their offer, the following:

- RFSO Number: 1000180631
- Contracting Authority: *Céline Viner*
- Closing Date: July 25, 2016
- Offeror's Name and Address
- "*Offer Documents Enclosed*"

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### **Definitions**

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

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

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

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions 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 Offerors provide their offer in separately bound sections as follows:

**Section I:** Technical Offer five (5) hard copies and one (1) soft copy in PDF or MS Word Format, on CD, DVD or USB drive.

**Section II:** Financial Offer one (1) hard copy

**Section III:** Certification one (1) hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should, when submitting hard copies:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

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

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

Offerors must submit their financial offer in accordance with the "Basis of Payment detailed under Part 4, Evaluation Procedures and Basis of Selection). The total amount of Applicable Taxes must be shown separately.

#### **3.1.1 SACC Manual Clauses**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

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Offerors must submit the certifications required under Part 5.

**Section IV: Additional Information Required With Offer**

**3.1.2 Offeror's Proposed Site(s) or Premises Requiring Safeguarding Measures**

**3.1.2.1** As indicated in Part 6 under Security Requirements, the Offeror must provide the full address(es) of the Offeror's and proposed individual(s) site(s) or premises for which safeguarding measures are required for Work Performance:

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

**3.1.2.2** The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) Each Offer will be evaluated in the following manner:  
The Selection and Evaluation Process for Offers consists of the following three (3) stages:  
**Stage 1** - Offerors will be evaluated on Mandatory Requirements M1-M4  
**Stage 2** - Offerors meeting ALL of M1-M4 will be evaluated on the basis of Point-Rated Criteria R1-R5.  
**Stage 3** - Offerors meeting an overall pass mark of 75% on Point-Rated Criteria R1-R5 inclusive will be evaluated on the basis of their Financial Offer.  
**Offerors failing to meet the requirements at any stage will be deemed to be non-compliant at that stage and will be given no further consideration.**
- (c) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Offer Submission Instructions

- (a) One (1) entity may only be qualified a maximum of two (2) times, once as a company or Joint Venture, and once as an Aboriginal Business or Aboriginal Joint Venture. Except as described above, an Offeror may not qualify once as its own entity and again as a member of a Joint Venture.
- (b) Offerors **MUST** ensure that their Offer provides sufficient substantiated evidence in order for DIAND to be able to assess the compliance of the Offer with the criteria listed in this Request for Standing Offers (RFSO). It is the sole responsibility of Offerors to provide sufficient information within their Offer to enable DIAND to complete its evaluation.
- (c) Offerors **MUST** include any reference material they wish to be considered for evaluation **within** their Offer. Any material or documents outside the Offer **will not** be considered; for example, should a Offeror wish to provide screen shots of its website for evaluation, copies or printouts of website material **MUST** be included within the Offer. URL links to the Offeror's website **will not** be considered by the DIAND Evaluation Committee.
- (g) 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.
- (d) For the experience of proposed Resources, 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 provided they are related to the required services.
- (e) Offerors are required to demonstrate how the experience of the Offeror and proposed Resources meets the requirements stated in the Mandatory

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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 proposed 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.

- (f) Offerors are advised that the month(s) of individual Resource experience listed for a Work Summary in which the time frame overlaps that of another referenced Work Summary for the same named Resource will only be counted once. For example: Project #1 time frame is July 2009 to December 2009; Project #2 time frame is October 2009 to January 2010; the total months of experience for these two Work Summaries is seven (7) months.
- (g) Selection and evaluation is based on a "rules of evidence" approach, such that the Offeror's Offer is the sole demonstration of the Offeror's capacity to fulfill the requirement, as described within the RFSO. No prior knowledge of or experience with the Offeror on the part of the DIAND Evaluation Committee will be taken into consideration. The onus is on the Offeror to ensure its Offer fully and clearly demonstrates each requirement is met.
- (h) **Corporate Profile**

The Offeror should provide a company profile and resume demonstrating its knowledge and experience in the provision of Services that are relevant and similar to DIAND's requirement as defined in the SOW.

The Offeror should include:

- The full legal name of the entity submitting the Offer;
- Identification of the Offeror's proposed team (i.e. parties to the Offer). This should include, as applicable, all joint venture members, partners and any major subcontractors with which the Offeror will foreseeably work.
- A description of the capacity of the Offeror to provide the required Services; including
- A description of its Resource capacity (number and nature of Resources), how the Offeror will provide DIAND with access to qualified in each of the Resource Categories required (as described in the Statement of Work, section 8.4.1) and Resources in the full range of Technical Disciplines (as described in the Statement of Work, section 6.3.4).

*The Offeror should provide the full postal address for its headquarters, and any regional office locations (if applicable) from which it is proposing to provide Services to DIAND.*

*Note: P.O. Boxes will not be considered as postal addresses from which Offerors are able and willing to provide Services.*

#### 4.1.2. Technical Evaluation

##### Definitions

The following definitions apply to all Mandatory Requirements and Point-Rated Criteria where the terms appear, below:

- (a) **"Must"** refers to a requirement. Failure on the part of the Offeror to provide the information or demonstrate it meets a requirement expressed by **"must"** within

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its Offer will result in the Offer being deemed non-compliant and no further consideration given.

- (b) **“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”**.
- (c) **“Substantiated”** is that which is independently verifiable, with clear demonstration of the outcomes of a given task, skill, ability, or other evaluation factor being demonstrated, 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 project, will not be considered **“substantiated.”** **A reiteration of the Point-Rated Criteria, on its own, will not be eligible to receive points.**
- (d) All requirements for recency of experience (e.g. in the last # years) are based on the **posting date of the RFSO.**
- (e) **“Cold Region(s)”** is as defined by the Canadian Society for Civil Engineering (CSCE), the effects of cold climates upon civil engineering practice, including:
- planning, design and construction of engineering works,
  - assessment and protection of the built and natural environments, and
  - evaluation of the impact and mitigation of the effects of climatic change.
- Source: (<https://csce.ca/committees/cold-regions>).
- (f) **“Firm”** is defined as the legal entity (being the Offeror, or in the case of a Partnership or Joint Venture a component of the Offeror, or a material subcontractor with whom the Offeror proposes to work) that completed work on behalf of a client organization, as demonstrated in a Work Summary.
- (g) **“Major Project”** is defined as a single infrastructure or heavy civil engineering project, with a defined start and end date, valued at more than \$50,000,000.00 **to the owner**, including capital costs (CAN). **“Capital costs”** include items such as, but not necessarily limited to: purchase 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.
- (h) **“North”** or **“Northern”** is defined as a physical location North of 60° latitude, in a permafrost environment.
- (i) **“Resource”** is defined as persons proposed (whether employed or subcontracted) by the Offeror to provide Services to DIAND.
- (j) **“Work Summary”**, for the purposes of demonstrating an **Offeror’s** Firm work experience, is defined as follows:
- i) The work has a beginning and an end date and delivers a result. The work described **MUST** be a minimum of six (6) months in length. Other substantiating information is as requested in Mandatory Requirement M1.
  - ii) Repetition of tasks performed for the same client project, whether occurring concurrently or consecutively, is not considered to be a distinct Work Summary for the purposes of this evaluation.
- (k) **“Work Summary”**, for the purposes of demonstrating a **proposed Resource’s** work experience, is defined as follows:

- i) The work has a beginning and an end date and delivers a result.
- ii) 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 and any Firm engagement).

**4.1.2.1 Mandatory Technical Criteria**

The Mandatory Requirements listed below will be evaluated on a simple Pass/Fail (i.e. compliant/non-compliant) basis. Offers which fail to meet one of the Mandatory Requirements will be deemed non-compliant and given no further consideration.

Offers must demonstrate compliance with all of the Mandatory Requirements and must provide the necessary substantiating information or documentation to support demonstration of compliance.

| Offeror's Name: |   |                  |                    |      |
|-----------------|---|------------------|--------------------|------|
| Item            | Mandatory Requirements  | Offer Ref. Pg. # | Reserved for DIAND |      |
|                 |   |                  | Pass               | Fail |
| M1              | <p><b>Firm Work Summaries</b></p> <p>1.1 The Offeror <b>MUST</b> demonstrate that the Offeror possesses ten (10) years of experience in providing <b>Mining Environmental Engineering Services</b> (as defined in Section 6.3 of the Statement of Work). To do so, the Offeror <b>MUST</b> include within its Offer, Firm Work Summaries that collectively demonstrate this experience.</p> <p>Note: The Offeror may provide as many Firm Work Summaries as required to demonstrate it meets requirement 1.1, provided that a <b>minimum of three (3)</b> Work Summaries are included in the Offer.</p> <p>Firm Work Summaries may be completed or may be on-going, provided that at least six (6) months of work has been completed.</p> |                  |                    |      |
|                 | <p>1.2 At least two (2) Firm Work Summaries <b>MUST</b> demonstrate the Firm's experience providing similar services to the Mining Environmental Engineering Services (as defined in Section 6.3 of the Statement of Work) in relation to environmental or closure aspects of mining in Cold Regions.</p>   |                  |                    |      |
|                 | <p>1.3 At least one (1) Firm Work Summary provided in demonstration of the above <b>MUST</b> demonstrate experience providing similar services to the Mining Environmental Engineering Services (as defined in Section 6.3 of the Statement of Work) in support of a Major Project. To be considered as a Major Project, the Offeror <b>MUST</b> clearly demonstrate the value of the</p>   |                  |                    |      |

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| Offeror's Name: |   |                  |                    |      |
|-----------------|---|------------------|--------------------|------|
| Item            | Mandatory Requirements  | Offer Ref. Pg. # | Reserved for DIAND |      |
|                 |   |                  | Pass               | Fail |
|                 | <p>client's Major Project, including capital costs is valued greater than \$50,000,000.</p> <p><i>Within each Firm Work Summary provided, in order to demonstrate the above, and allow for a thorough point-rating, the Offeror should indicate (a-i):</i></p> <ul style="list-style-type: none"> <li>a) <i>the name and a description of the client organization;</i></li> <li>b) <i>a description of the site for which the services were provided, including the location and characteristics;</i></li> <li>c) <i>a summary of the client's project including the overall budget for the project to the Firm (please also the Client's/Owner's budget and identify Capital Costs), objectives, needs, and issues which necessitated the contribution of the Firm;</i></li> <li>d) <i>a description of the services provided by the Firm and its Resources;</i></li> <li>e) <i>a description of the scope and complexity of the work;</i></li> <li>f) <i>the dates and duration (in years/months) of the Firm's work (for example, November 2012 to June 2013, 8 months);</i></li> <li>g) <i>the names and categories of the Resources involved, as well as the total Resource level of effort (in days) for the duration of the work;</i></li> <li>h) <i>the outcome and results of the Firm's contribution, together with the extent to which the work was completed on-time, on-budget and in accordance with the client's established goals; and</i></li> <li>i) <i>the name, title, and contact information (at least one of: e-mail address or telephone number) of a client representative to whom the Firm reported.</i></li> </ul> <p><i>The Offeror should use Table M1 – Firm-Level Work Summary Form – for each Work Summary submitted. The Offeror is encouraged to provide detailed responses for each of the requirements set out in the Table. The Offeror should copy Table M1 as required.</i></p> <p><i>DIAND reserves the right to contact the named client representatives to verify the accuracy and veracity of the information provided in the Offeror's Offer which may include providing a copy of the Firm Work Summary Form to the client representative for verification. Should DIAND choose to</i></p> |                  |                    |      |

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| Offeror's Name: |  |                  |                    |      |
|-----------------|--|------------------|--------------------|------|
| Item            | Mandatory Requirements   | Offer Ref. Pg. # | Reserved for DIAND |      |
|                 |  |                  | Pass               | Fail |
|                 | <p><i>contact the client representatives and should one (1) or reference more named client reference representatives provide a negative response regarding the accuracy or veracity of the Offer will be deemed non-compliant and given no further consideration.</i></p>  |                  |                    |      |
| M2              | <p><b>Representative Resource Capacity</b></p> <p>2.1 The Offeror <b>MUST</b> propose at least one (1) Resource in each of the following four (4) Categories, representative of the qualifications of Resources the Offeror would provide to DIAND under any Standing Offer:</p> <ol style="list-style-type: none"> <li>1. Team Lead;</li> <li>2. Principal Consultant;</li> <li>3. Senior Consultant; and</li> <li>4. Consultant.</li> </ol> <p>2.2 At least one (1) Resource in each Category <b>MUST</b> demonstrate meeting the minimum qualifications for the Resource Category in which they are proposed, as stated in the Statement of Work, section 8.4.1.</p> <p><i>Table M2 has been provided to assist Offerors in providing clear information. Notwithstanding, it is the Offeror's responsibility to ensure that there is sufficient substantiated information in the Offeror's Offer for the Evaluation Committee to fully assess the qualifications of the Proposed Resources.</i></p> |                  |                    |      |
| M3              | <p><b>Other Resource Requirements</b></p> <p>3.1 In addition to the requirements of Mandatory Requirement M2 above, the Offeror <b>MUST</b> demonstrate the following requirements:</p> <ol style="list-style-type: none"> <li>1. At least one (1) of the Team Lead, Principal Consultant or Senior Consultant Resource demonstrates a minimum of ten (10) years professional work experience with heavy civil engineering projects (e.g. dams, highways, dredging and land drainage). <i>This may include experience in any of: production of new construction, rehabilitation or repairs, or undertaking of additions, alterations, or maintenance and repairs to existing structures and works.</i></li> <li>2. At least one (1) Principal Consultant or Senior</li> </ol>  |                  |                    |      |

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|-----------------|--|------------------|--------------------|------|
| Item            | Mandatory Requirements   | Offer Ref. Pg. # | Reserved for DIAND |      |
|                 |  |                  | Pass               | Fail |
|                 | <p>Consultant Resource demonstrates a valid certification as a Professional Engineer, licensed to practice in a Canadian jurisdiction.</p> <p>3. At least one (1) of the Team Lead, Principal Consultant or Senior Consultant Resource demonstrates a minimum of ten (10) years professional work experience on Major Projects in the North.</p> <p>3.2 Resources included in the Proposal to address the above requirements (1-3) <b>MUST</b> also demonstrate meeting the minimum qualifications for the Resource Category in which they are proposed, as stated in the Statement of Work, section 8.4.1.</p>  |                  |                    |      |
| M4              | <p><b>Technical Disciplines - Minimum Resource Capacity</b></p> <p>4.1 The Offeror <b>MUST</b> demonstrate how it will provide DIAND with access to qualified Resources in the breadth of Technical Disciplines required (as listed in the SOW, section 6.3.4, and reproduced below. The Offeror <b>MUST</b> demonstrate qualified Resources in all Technical Disciplines, with at least one (1) Team Lead, Principal Consultant or Senior Consultant Resource with specialization per Discipline:</p> <ul style="list-style-type: none"> <li>a. Mine Closure, in Cold Regions;</li> <li>b. Geotechnical Engineering in Cold Regions, including dams and permafrost;</li> <li>c. Covers specialist in Cold Regions;</li> <li>d. Rock Mechanics;</li> <li>e. Hydrology and Water Management in Cold Regions, including diversions and spillways;</li> <li>f. Mine Water Treatment, in Cold Regions;</li> <li>g. Hydrogeology;</li> <li>h. Civil Engineering in Cold Regions, including earthworks, covers and concrete; and</li> <li>i. Cost Analysis, related to mines in remote and Cold Regions.</li> </ul> <p>4.2 In order to be considered demonstrating specialization, the Resource <b>MUST</b> demonstrate a <b>minimum of ten (10) years</b> professional work experience in the Technical Discipline and at least and at least one (1) project of the Resource's experience in the Technical Discipline <b>MUST</b> include professional work experience in a mining engineering environment.</p> <p>4.3 One (1) Resource may demonstrate specialization in</p> |                  |                    |      |

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|-----------------|--|------------------|--------------------|------|
| Item            | Mandatory Requirements   | Offer Ref. Pg. # | Reserved for DIAND |      |
|                 |  |                  | Pass               | Fail |
|                 | <p>more than one (1) Technical Discipline above; however, collectively over the nine (9) Technical Disciplines the Offeror <b>MUST propose a minimum of three (3) separate qualified individuals.</b></p> <p>4.4 Resources included in the Proposal to address the above requirements (4.1-4.3) <b>MUST</b> also demonstrate meeting the minimum qualifications for the Resource Category in which they are proposed, as stated in the Statement of Work, section 8.4.1.</p> |                  |                    |      |

4.1.3 Point Rated Technical Criteria

Offers meeting all Mandatory Requirements will be evaluated and point rated against the following Point-Rated Criteria, using the evaluation factors and weighting indicators specified for each criterion.

| Offeror's Name: |  |                  |                    |  |
|-----------------|--|------------------|--------------------|--|
| Item            | Point-Rated Criteria   | Offer Ref. Pg. # | Reserved for DIAND |  |
|                 |  |                  | Min. Score         | Max. Score   |
| R1              | <p><b>Firm Work Summaries</b></p> <p>The Offeror's <b>first three (3)</b> Firm Work Summaries determined to meet the requirements of Mandatory Requirement M1 (in the order in which the Work Summaries are presented in the Proposal) will each be evaluated on the basis of its demonstrated relevance to DIAND's requirements for <b>Mining Environmental Engineering Services</b> in nature, size/scale, scope, complexity and approach, in accordance with the following factors:</p> <p>1.1 Relevance of the nature of the site(s) and relevance of the client's project(s) to NCSB's site(s) and project(s) (<b>up to 20 points per Work Summary</b>);</p> <p>1.2 Relevance of the services provided by the Firm to DIAND's requirements for Mining Environmental Engineering Services (as defined in Section 6.3 of the SOW) (<b>up to 20 points per Work Summary</b>);</p> <p>1.3 <b>5 points per additional Work Summary</b> the Offeror demonstrates in excess of the one (1) required providing similar Mining Environmental Engineering Services (as defined in Section 6.3 of the Statement of Work) in support of a Major Project.</p> <p>1.4 Demonstrated experience of the Offeror's proposed Resources in the Firm Work Summary (<b>up to 10 points per Work Summary, with 3 points for each Team Lead or Principal Consultant or Senior Consultant and 2 points for each Consultant</b>).</p> |                  | N/A                | <p><b>160 points in total</b></p> <p>As follows:</p> <p>1.1 Up to 60 points (20 per Firm Work Summary)</p> <p>1.2 Up to 60 points (20 per Firm Work Summary)</p> <p>1.3 Up to 10 points (5 per additional Firm Work Summary)</p> <p>1.4 Up to 30 points (10 per Firm Work Summary)</p> |
|                 | <p><i>For Factor 1.1, "relevance" includes but is not limited to:</i></p> <ul style="list-style-type: none"> <li>• <i>Abandoned mine site;</i></li> <li>• <i>Northern location;</i></li> <li>• <i>Size / scale of the site;</i></li> <li>• <i>Site characteristics and contaminants;</i></li> </ul>  |                  |                    |  |

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| Offeror's Name: |   |                  |                    |   |
|-----------------|---|------------------|--------------------|---|
| Item            | Point-Rated Criteria  | Offer Ref. Pg. # | Reserved for DIAND |   |
|                 |   |                  | Min. Score         | Max. Score  |
|                 | <ul style="list-style-type: none"> <li>Nature of the project (e.g. Inclusion of Heavy Civil Earthworks, construction of a Water Treatment Plant in a Cold Region, handling mine tailings, cover techniques and materials, management and remediation of Waste Rock Dumps (WRD), contaminated water management, management of fills, management of slope stability in Cold Regions, etc.).</li> </ul> <p>For Factor 1.2, "relevance" includes but is not limited to:</p> <ul style="list-style-type: none"> <li>Development or implementation of: Site assessment strategies;</li> <li>Identification, development or assessment of: design options or alternatives; including consideration of cost, feasibility, long-term effectiveness, time or risk;</li> <li>Closure planning support; including one of: technical reviews; closure plan development; support in public consultation or regulatory approval;</li> <li>Cost analysis related to mines in remote and Cold Regions;</li> <li>Cost reviews, cost validation, affordability reviews, liability reviews, or optimization of engineering approaches;</li> <li>Development or implementation or verification of: monitoring regimes and site-specific monitoring programs;</li> <li>Technical advice or review in development or updates to: HHERAs of chemical, physical or radiological hazards in the context of former mine and waste sites.</li> </ul> <p>The following <b>rating scale</b> will be used to evaluate each Firm Work Summary on the basis of factors 1.1 and 1.2:</p> <p><b>Excellent</b> = Work Summary provided demonstrates extensive relevance in three (3) or more of the listed areas to DIAND's requirements = 20/20 points<br/> <b>Good</b> = Work Summary provided demonstrates acceptable relevance in two (2) or more of the listed areas to DIAND's requirements = 15/20 points<br/> <b>Minimal</b> = Work Summary provided demonstrates some relevance in one (1) or more of the listed areas to DIAND's requirements = 10/20 points<br/> <b>Poor</b> = Work Summary provided demonstrates minimal relevance in any of the listed areas to DIAND's requirements = 5/20 points<br/> <b>Not Addressed / Unsatisfactory</b> = Work Summary provided does not demonstrate relevance to DIAND's requirements in any of the areas = 0/20 points</p> |                  |                    |   |
| R2              | <p><b>Representative Resource Qualifications</b></p> <p>In addition to any involvement of the Resources in the Firm Work Summaries as evaluated under Point-Rated Criterion R1, 1.4, the Offeror's four (4) Resources proposed in response to Mandatory Requirement M2 will each be evaluated on the basis of additional Work Summaries demonstrating</p>   |                  | N/A                | <p><b>160 points in total</b></p> <p>As follows:</p> <p>2.1 Up to 50 points (max. 10 per additional</p> |

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| Offeror's Name: |   |                  |                    |   |
|-----------------|---|------------------|--------------------|---|
| Item            | Point-Rated Criteria  | Offer Ref. Pg. # | Reserved for DIAND |   |
|                 |   |                  | Min. Score         | Max. Score  |
|                 | <p>relevant experience of each Resource providing comparable services to DIAND's requirements for <b>Mining Environmental Engineering Services</b> (as defined in the SOW, section 6) in relation to environmental and closure aspects of mining on projects in Cold Regions. Work Summaries demonstrating the proposed Resources' experience may have been completed with the Offeror, the Firm or by the Resource independently. Resources will be evaluated as follows:</p> <p><b>2.1 Up to 10 points per additional Work Summary</b> for the proposed <b>Team Lead</b>, to a maximum of 50 points.</p> <p><b>2.2 Up to 10 points per additional Work Summary</b> for the proposed <b>Principal Consultant</b>, to a maximum of 50 points.</p> <p><b>2.3 Up to 7 points per additional Work Summary</b> for the proposed <b>Senior Consultant</b>, to a maximum of 35 points.</p> <p><b>2.4 Up to 5 points per additional Work Summary</b> for the proposed <b>Consultant</b>, to a maximum of 25 points.</p>  |                  |                    | <p>Work Summary)</p> <p>2.2 Up to 50 points (max. 10 per additional Work Summary)</p> <p>2.3 Up to 35 points (max. 7 per additional Work Summary)</p> <p>2.4 Up to 25 points (max. 5 per additional Work Summary)</p> |
|                 | <p><i>For Factors 2.1-2.4, "relevance" includes but is not limited to:</i></p> <ul style="list-style-type: none"> <li>• <i>Development or implementation of: Site assessment strategies;</i></li> <li>• <i>Identification, development or assessment of: design options or alternatives; including consideration of cost, feasibility, long-term effectiveness, time or risk;</i></li> <li>• <i>Closure planning support; including one of: technical reviews; closure plan development; support in public consultation or regulatory approval;</i></li> <li>• <i>Cost analysis related to mines in remote and Cold Regions;</i></li> <li>• <i>Cost reviews, cost validation, affordability reviews, liability reviews, or optimization of engineering approaches;</i></li> <li>• <i>Development or implementation or verification of: monitoring regimes and site-specific monitoring programs;</i></li> <li>• <i>Technical advice or review in development or updates to: HHERAs of chemical, physical or radiological hazards in the context of former mine and waste sites.</i></li> </ul> <p><i>The following rating scale will be used to evaluate each Resource Work Summary on the basis of factors 2.1-2.4:</i></p> <p><b>Excellent</b> = Work Summary provided demonstrates extensive relevance in three (3) or more of</p> |                  |                    |   |

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|-----------------|---|------------------|--------------------|--|
| Item            | Point-Rated Criteria  | Offer Ref. Pg. # | Reserved for DIAND |  |
|                 |   |                  | Min. Score         | Max. Score   |
|                 | <p>the listed areas to DIAND's requirements = 10/10, 7/7 or 5/5 points<br/> <b>Good</b> = Work Summary provided demonstrates acceptable relevance in two (2) or more of the listed areas to DIAND's requirements = 8/10, 5/7 or 4/5 points<br/> <b>Minimal</b> = Work Summary provided demonstrates some relevance in one (1) or more of the listed areas to DIAND's requirements = 5/10, 3/7 or 2/5 points<br/> <b>Poor</b> = Work Summary provided demonstrates minimal relevance in any of the listed areas to DIAND's requirements = 3/10, 2/7 or 1/5 points<br/> <b>Not Addressed / Unsatisfactory</b> = Work Summary provided does not demonstrate relevance to DIAND's requirements in any of the areas = 0/10, 0/7 or 0/5 points</p>  |                  |                    |  |
| R3              | <p><b>Technical Disciplines - Additional Resource Capacity</b></p> <p>In addition to the minimum of three (3) qualified Resources required to be proposed in response to Mandatory Requirement M4, the Offeror will be evaluated on the depth and breadth of Resources to whom it proposes to provide access to DIAND, in each of the nine (9) Technical Disciplines (as listed in the Statement of Work, section 6.3.4:</p> <ol style="list-style-type: none"> <li>a. Mine Closure, in Cold Regions;</li> <li>b. Geotechnical Engineering in Cold Regions, including dams and permafrost;</li> <li>c. Covers specialist in Cold Regions;</li> <li>d. Rock Mechanics;</li> <li>e. Hydrology and Water Management in Cold Regions, including diversions and spillways;</li> <li>f. Mine Water Treatment, in Cold Regions;</li> <li>g. Hydrogeology;</li> <li>h. Civil Engineering in Cold Regions, including earthworks, covers and concrete; and</li> <li>i. Cost Analysis, related to mines in remote and Cold Regions.</li> </ol> <p>Points will be awarded <b>per Technical Discipline</b> as follows:</p> <p><b>3.1 Up to 10 points for the first qualified Resource</b> proposed in response to Mandatory Requirement M4, demonstrating experience in the Technical Discipline in excess of the minimum requirement of ten (10) years. Two (2) points will be awarded per each additional year of experience in the Technical Discipline, up to a maximum of 10 points per qualified Resource.</p> |                  | N/A                | <p><b>180 points in total</b></p> <p>As follows:</p> <p>3.1 Up to 90 points (max. 10 points per Technical Discipline based on a max. of 10 points per Resource);</p> |

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| Offeror's Name: |  |                  |                    |   |
|-----------------|--|------------------|--------------------|---|
| Item            | Point-Rated Criteria   | Offer Ref. Pg. # | Reserved for DIAND |   |
|                 |  |                  | Min. Score         | Max. Score  |
|                 | <p><b>3.2 Up to 10 points for additional</b> qualified Team Lead, Principal Consultant or Senior Consultant Resources demonstrating specialization <u>in excess of the minimum of one (1) qualified Resource per Technical Discipline</u>, as follows:</p> <p><b>a) Three (3) points</b> for each Team Lead, Principal Consultant (in excess of one (1) Resource as required in Mandatory Requirement M4, 4.1) in the Technical Discipline, to a maximum of two (2) additional Resources (max. 6 points);</p> <p><b>b) Two (2) points</b> for each Senior Consultant (in excess of one (1) Resource as required in Mandatory Requirement M4, 4.1) in the Technical Discipline, to a maximum of two (2) additional Resources (max. four (4) points).</p> <p>In order to be considered demonstrating specialization, the Resource <b>MUST</b> demonstrate a <b>minimum of ten (10) years</b> professional work experience in the Technical Discipline and at least one (1) project of the Resource's experience in the Technical Discipline <b>MUST</b> include professional work experience in a mining engineering environment</p> <p>In order to be awarded points under this Point-Rated Criterion R3, Resources included in the Proposal to address the above requirements <b>MUST</b> also demonstrate meeting the minimum qualifications for the Resource Category in which they are proposed, as stated in the Statement of Work, section 8.4.1.</p> |                  |                    | <p>3.2 a) Up to 54 points (max. 6 points per Technical Discipline, based on max. 3 points per Team Lead or Principal Consultant);</p> <p>3.2 b) Up to 36 points (max. 4 points per Technical Discipline, based on max. 2 points per Senior Consultant);</p> |
| <b>R4</b>       | <p><b>Aboriginal Opportunity Considerations</b></p> <p>The Offeror should describe areas of its Services where there is the potential for incorporating Aboriginal Opportunity Considerations (AOCs) in the event of service delivery at or to a location within a CLCA area under a Call-up.</p> <p><b>4.1 Up to forty (40) points</b> will be awarded for proposing an achievable and realistic approach that enables the maximization of employment, subcontracting, use of suppliers or services, or capacity building with Affected First Nations whether directly or ancillary to the</p>  |                  | N/A                | <b>40</b>   |

| Offeror's Name:  |  |                  |                    |            |
|--|--|------------------|--------------------|------------|
| Item   | Point-Rated Criteria   | Offer Ref. Pg. # | Reserved for DIAND |            |
|  |  |                  | Min. Score         | Max. Score |
|  | <p>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 Region.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>a) Realistic methods of recruitment and retention (up to <b>8 points</b>);</li> <li>b) Community engagement and communication of opportunities (up to <b>12 points</b>);</li> <li>c) Timely, relevant and realistic training/capacity building commitments (up to <b>8 points</b>);</li> <li>d) Direct employment or sub-contracting, or ancillary services or supply opportunities (up to <b>12 points</b>).</li> </ul> |                  |                    |            |
| <p><i>The following rating scale will be used to evaluate the Offeror's response on the basis of each of factors 4.1 (a-d)</i></p> <p><b>Excellent</b> - The response is complete in that it addresses and provides exceptionally relevant supporting detail = 12/12 points or 8/8 points;</p> <p><b>Good</b> - The response is complete in that it clearly addresses the requirement and provides some relevant supporting detail = 10/12 points or 6/8 points;</p> <p><b>Satisfactory</b>- The response is complete in that it clearly addresses the factor while providing some supporting detail = 8/12 points or 5/8 points;</p> <p><b>Minimal</b> =The response is not complete in that it fails to fully address some of the factor; it is not clear or is incomplete = 6/12 points or 3/8 points;</p> <p><b>Poor</b> - The response is not complete in that it fails to address all of the factor and only nominally addresses some elements = 3/12 points or 2/8 points;</p> <p><b>Not indicated / Unsatisfactory</b> - 0: No response was received or the response does not address any of the factor = 0/12 points or 0/8 points;</p> |  |                  |                    |            |
| R5   | <p><b>Offer Quality</b></p> <p>5.1 Up to twenty (20) 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> <ul style="list-style-type: none"> <li>a) Eight (8) points for writing the narrative portions of the Offer in a clear, concise, and logical</li> </ul>  |                  | N/A                | 20         |

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| Offeror's Name:  |   |                  |                    |  |
|--|---|------------------|--------------------|--|
| Item   | Point-Rated Criteria  | Offer Ref. Pg. # | Reserved for DIAND |  |
|  |   |                  | Min. Score         | Max. Score                             |
|  | <p>fashion and limiting Offer content to information requested;</p> <p>b) Four (4) points for ordering/structuring the Offer to match the order and sequence of the Mandatory Requirements and Point-Rated Criteria within the RFSO</p> <p>c) Four (4) points for highlighted information in Work Summaries, CVs, or elsewhere 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. <i>For example, where the Offeror includes a table saying "evidence of R2 factor a) is on page 23," the information is found on page numbered 23, and is highlighted in a way that brings the evaluators' attention to the information (such as with a heading).</i></p> <p>d) Four (4) points for using the suggested format for the submission of Resource experience and Work Summary information as provided.</p> |                  |                    |  |
| <b>75% Minimum Score Required (Point-Rated Criteria R1-R5)</b> |   |                  |                    | <b>420 / 560</b>                       |
| <b>Pro-Rated Technical Score (out of 70 points)</b>            |   |                  |                    | (Offeror's Score / 560)<br>x 70 points |

Offers **MUST** meet all Mandatory Requirements and achieve a minimum score of **75%** on Point-Rated Criteria R1 – R5 in order for the Offer to be considered for Financial evaluation. Offers that fail to meet the minimum required score will be deemed non-responsive and given no further consideration.

**4.1.4 Financial Evaluation**

**4.1.4.1** The Financial Evaluation will be carried out by the Contracting Authority independent of the DIAND Evaluation Committee responsible for rating the Technical Offer. Financial Offers will be evaluated based on the methodology detailed below.

**4.1.4.2** All of the information required in this section **MUST** appear in the Offeror's Financial Offer **ONLY**. The Offeror's Financial Offer **MUST** be submitted in a sealed envelope, separate from the Offeror's Technical Offer. The Offeror's failure to comply with this condition will

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result in the Offeror's Offer being declared non-compliant and being given no further consideration.

- 4.1.4.3** Failure on the part of the Offeror to provide the information required within the Financial Offer Table will result in DIAND deeming the Offeror's Offer to be non-compliant, with the Offer being given no further consideration by DIAND.
- 4.1.4.4** For evaluation purposes, the rates as indicated below will be used to derive the Offeror's price score.
- 4.1.4.5** Offerors **MUST** indicate the applicable fixed/firm, all-inclusive per hour rate (CAD), per Resource Category applicable to each of the first three (3) years of the SOA up to and including March 31, 2019, using the Tables below.
- 4.1.4.6** The Offeror's fixed/firm, all-inclusive per hour rates **MUST** be inclusive of all payroll, overhead costs and profits required to complete the work, including:
- All professional and technical advice to DIAND;
  - Management of the Contractor's Resources and Service delivery to DIAND for the duration of any Standing Offer;
  - Services of all Resources (as defined in the Statement of Work, section 8.4.1);
- 4.1.4.7** Fixed/firm rates should not include such things as travel expenses, living expenses, or transportation for any travel that may be authorized by DIAND to/within/from the Yukon or DIAND's Regional offices in the Yukon, and should not include GST/HST.
- 4.1.4.8** Amounts for any DIAND authorized travel, and GST/HST will be allocated by DIAND following award. Such amounts are included within the anticipated SOA ceiling amounts as indicated in section 4.1.4.6 below.
- 4.1.4.9** Resource per hour rates are fixed/firm to 31 March of the subsequent calendar year. Thereafter the Resource per hour rates quoted for the subsequent SOA year (April 1 – March 31) shall apply.
- 4.1.4.10** For any Optioned extension period, Resource per hour rates may be increased or decreased by an amount equal to the Consumer Price Index (CPI) for Canada (<http://www.statcan.gc.ca/bsolc/olc-cel/olc-cel?lang=eng&catno=62-001-XWE>). All-Items (Not Seasonally Adjusted), published in Statistics Canada Catalogue No. 62-001-XWE, Table 5, in accordance with the following formula, rounded to the nearest two decimals:

Escalation =  $((A/B) - 1) \times 100$  Where:

A = average of the monthly CPI for Canada, for the 12 months ending three months preceding the start date of the new Standing Offer Option Period year;

B = average of the monthly CPI for Canada for the 12 months ending 15 months preceding the start date of the new Standing Offer Option Period year.

The CPI adjustment will be made automatically to the Contractor's rates in April of each Optioned extension period.

For Option Period 1 (April 1, 2019- March 31, 2020) any CPI adjustment will be made to the per hour rates quoted in year 3 of the SOA.

For Option Period 2 (April 1, 2020-March 31, 2021) any CPI adjustment will be made to the per hour rates quoted in year 3 of the SOA.

| <u>RESOURCE/SERVICE CATEGORY</u>   | A   | B  | C   |
|--|---|--|---|
|  | <u>FIXED/FIRM ALL-INCLUSIVE PER HOUR RATES (CAD)</u><br><u>SOA Year 1</u><br><u>SOA AWARD to March 31, 2017</u> | <u>Level of Effort for Evaluation Purposes ONLY*</u> | <u>Resource Category Assessment Value (= A x B)</u> |
| Team Lead  | \$  | 15   |   |
| Principal Consultant   | \$  | 25   |   |
| Senior Consultant  | \$  | 30   |   |
| Consultant   | \$  | 20   |   |
| Senior Technician  | \$  | 5  |   |
| Technician   | \$  | 5  |   |
| <b>Offeror's Evaluation Assessment Value 1 (EAV1) (<math>\Sigma</math>C)</b> |   |  |   |

| <u>RESOURCE/SERVICE CATEGORY</u>   | A   | B  | C   |
|--|---|--|---|
|  | <u>FIXED/FIRM ALL-INCLUSIVE PER HOUR RATES (CAD)</u><br><u>SOA Year 2</u><br><u>April 1, 2017 to March 31, 2018</u> | <u>Level of Effort for Evaluation Purposes ONLY*</u> | <u>Resource Category Assessment Value (= A x B)</u> |
| Team Lead  | \$  | 15   |   |
| Principal Consultant   | \$  | 25   |   |
| Senior Consultant  | \$  | 30   |   |
| Consultant   | \$  | 20   |   |
| Senior Technician  | \$  | 5  |   |
| Technician   | \$  | 5  |   |
| <b>Offeror's Evaluation Assessment Value 2 (EAV2) (<math>\Sigma</math>C)</b> |   |  |   |

| <u>RESOURCE/SERVICE CATEGORY</u> | A   | B  | C   |
|----------------------------------|---|--|---|
|                                  | <u>FIXED/FIRM ALL-INCLUSIVE PER HOUR RATES (CAD)</u><br><u>SOA Year 3</u><br><u>April 1, 2018 to March 31, 2019</u> | <u>Level of Effort for Evaluation Purposes ONLY*</u> | <u>Resource Category Assessment Value (= A x B)</u> |
| Team Lead                        | \$  | 15   |   |
| Principal Consultant             | \$  | 25   |   |



|  |    |    |  |
|--|----|----|--|
| Senior Consultant  | \$ | 30 |  |
| Consultant   | \$ | 20 |  |
| Senior Technician  | \$ | 5  |  |
| Technician   | \$ | 5  |  |
| <b>Offeror's Evaluation Assessment Value 3 (EAV3) (ΣC)</b> |    |    |  |

**\*Level of Effort is for Evaluation Purposes Only and is not a commitment or guarantee on the part of DIAND as to the anticipated level of effort under any given Call-up.**

- a) The Offerors' **Evaluation Assessment Values** for each of EAV1, EAV2 and EAV3 will be summed to arrive at each Offeror's Overall EAV.
- b) The Offeror with the lowest Overall Evaluation Assessment Value (EAV) will be awarded full points (30/30), with fewer points being awarded to all other compliant Offerors on a prorated basis based on the percentage differential of their Overall EAV from that of the Offeror with the lowest Overall EAV, as follows:

$$\text{(Lowest Overall EAV} \div \text{Offeror's Overall EAV)} \times 30$$

**EXAMPLE**

| <i>Compliant Offeror</i> | <i>Offeror's Evaluation Assessment Value</i> | <i>Points Awarded<br/>(lowest compliant Offeror + compliant Offeror) x 30<br/>(rounded to zero decimal places)</i> |
|--------------------------|--|--|
| A                        | 131,750                                      | 26/30  |
| B                        | 115,000                                      | 30/30<br><i>As lowest overall evaluation assessment value</i>  |
| C                        | 127,000                                      | 27/30  |

**4.1.5 Basis of Selection**

**SACC Manual Clause (2012-07-16) A0027T - Highest Combined Rating of Technical Merit and Price**

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 of 75% or 420 points on Point-Rated R1-R5 for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 560 points.
  - d. Bids not meeting (choose "(a) or (b) or (c)") will be declared non-responsive

**4.1.5.1 Standing Offers will be awarded based on a determination of **Best Value** taking into account both the technical merit of the Offers and the Financial Evaluation. Best Value is defined as the **Highest Total Score**.**

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4.1.5.2 The Offeror's Weighted Technical Score (/70) will be added to the Offeror's Financial Score (/30) to arrive at the Offeror's Total Score (/100).

4.1.5.3 A weighting has been established by DIAND wherein the Bidder's **Technical Score** as derived from the Point-Rated Criteria will be valued at **70%** of the Bidder's Total Score, and the Bidder's **Financial Score** will be valued at **30%** of the total score.

|   |   |
|---|---|
| $\frac{\text{Bidder's Technical Score}}{\text{Total Available Points}}$ | $\times 70 = \text{Prorated Technical Score}$ |
| $\frac{\text{Lowest Averaged Rate}}{\text{Bidder's Averaged Rate}}$     | $\times 30 = \text{Financial Score}$          |
| <b>Total Score</b>  | <b>= /100</b>                                 |

4.1.5.4 In the event more than one (1) Offeror has the same Total Score, the Offeror with the Highest Technical Score will be ranked higher.

4.1.5.5 DIAND seeks to award up to a total of two (2) Standing Offer Agreements (SOAs) to qualified Firms. Standing Offers will be offered as follow:

In a companion Request for Standing Offers (RFSO) under the Set-Aside Program for Aboriginal Businesses (PSAB), solicitation 1000180632, DIAND is seeking to establish one (1) SOA.

In the event that no SOA is awarded under the companion solicitation 1000180632 to this solicitation, DIAND may increase the number of competitively awarded SOAs under this solicitation up to a total of three (3) SOAs overall.

## TABLE M1 Offer Preparation Forms

The following Forms are provided to assist Offerors in preparing their Technical Offers.

**Table M1 – Firm Work Summary Form:** Offerors may provide additional detail as necessary; however projects submitted should contain at least the information described in Mandatory Requirement M1 (a-i).

|  |  |
|--|--|
| <b>Name of Offeror:</b>  | <b>Name of Firm (included in Offeror's Proposal) that completed the Work (if different than Offeror Name):</b>   |
|  |  |
| <b>Work Summary Title/Number:</b>  |  |
| <b>Firm's Role in Work:</b>  | Indicate if the Firm provided services to the client as (a or b):<br>a) Prime Contractor     _____ <input type="checkbox"/><br>b) Sub Contractor        _____ <input type="checkbox"/>                         |
| <b>[a] Client Organization (Name and Description)</b>  |  |
| <b>[b] Description of the site for which services were provided, including location and characteristics.</b>   |  |
| <b>[c] Summary of Client's project, including the overall budget for the project to the Firm (please also the Client's/Owner's budget and identify Capital Costs), objectives, needs and issues which necessitated the Contribution of the Firm.</b> | <i>Note: For a Project to be considered a Major Project, the Offeror MUST clearly demonstrate the value of the project (not the Offeror's Work Summary) to the client/owner was greater than \$50,000,000.</i> |
| <b>[d] Description of Services provided by the Firm and its Resources.</b>   |  |
| <b>[e] Scope and Complexity of the work.</b>   |  |
| <b>[f] Dates/Duration of the Firm's Work. (in years/months)</b>  |  |

|   |  |
|---|--|
| <b>Name of Offeror:</b>   | <b>Name of Firm (included in Offeror's Proposal) that completed the Work (if different than Offeror Name):</b> |
|   |  |
| <b>Work Summary Title/Number:</b>   |  |
| <b>[g] Name(s) and Categories of Resources involved, and total Resources' Level(s) of Effort (Days) for the duration of the Work.</b>   |  |
| <b>[h] Outcome and results of the Firm's contribution, together with the extent to which the work was completed on-time, on-budget and in accordance with the client's established goals.</b> |  |
| <b>[i] Client Representative (to whom the Firm reported)<br/>Name, Title, and Contact Information (at least one of: e-mail address or telephone number)</b>                                   |  |

**TABLE M2**

**Table M2 – Representative Resource Capacity**

*Lines or space may be added to these tables as required (e.g. for additional education, professional designation/certification and professional work experience). This information should be included for each Resource proposed and should include references to the Resources' CVs and Work Summaries describing the experience/credentials.*

|   |  |                            |                             |   |
|---|--|----------------------------|-----------------------------|---|
| <b>Resource Category: (select one):</b>   |  |                            |                             |   |
| Team Lead   |  |                            |                             | <input type="checkbox"/>                |
| Principal Consultant  |  |                            |                             | <input type="checkbox"/>                |
| Senior Consultant   |  |                            |                             | <input type="checkbox"/>                |
| Consultant  |  |                            |                             | <input type="checkbox"/>                |
| <b>Resource Name:</b>   |  |                            |                             |   |
| <b>Education / Professional Designation</b>   |  |                            |                             |   |
| <b>Topic Area / Profession</b>  | <b>Description of Associated Education</b>   | <b>Dates (month, year)</b> | <b>Duration (in months)</b> | <b>Reference to CV (Page/Section #)</b> |
|   |  |                            |                             |   |
| <b>Work Summary experience</b>  |  |                            |                             |   |
| <b>Employer or Client Organization</b>  | <b>Description of client project and Services Provided</b><br><i>Identify location of Project</i>  | <b>Dates (month, year)</b> | <b>Duration (in months)</b> | <b>Reference to CV and Work Summary</b> |
|   |  |                            |                             |   |
| <b>Technical Discipline professional work experience:</b>   |  |                            |                             |   |
| a. <input type="checkbox"/> Mine Closure, in Cold Regions;<br>b. <input type="checkbox"/> Geotechnical Engineering in Cold Regions, including dams and permafrost;<br>c. <input type="checkbox"/> Covers specialist in Cold Regions;<br>d. <input type="checkbox"/> Rock Mechanics;<br>e. <input type="checkbox"/> Hydrology and Water Management in Cold Regions, including diversions and spillways;<br>f. <input type="checkbox"/> Mine Water Treatment, in Cold Regions;<br>g. <input type="checkbox"/> Hydrogeology;<br>h. <input type="checkbox"/> Civil Engineering in Cold Regions, including earthworks, covers and concrete; and<br>i. <input type="checkbox"/> Cost Analysis, related to mines in remote and Cold Regions. |  |                            |                             |   |
| <b>Technical Discipline (identify as many as applicable to each work experience cited)</b>  | <b>Description of Client, project and Services Provided</b><br><i>Identify location of Project</i> | <b>Dates (month, year)</b> | <b>Duration (In months)</b> | <b>Reference to CV and Work Summary</b> |
|   |  |                            |                             |   |

## **PART 5 - CERTIFICATIONS**

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

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

### **5.1. Certifications Precedent to Issuance of a Standing Offer**

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

#### **5.1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada-Labour's website.

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

#### **5.1.3 Additional Certifications Required Precedent to Issuance of a Standing Offer**

##### **5.1.3.1 Status and Availability of Resources**

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

##### **5.1.3.2 Education and Experience**

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SACC Manual Clause M3021T, 2012-07-16, Education and Experience.

### **5.1.3.3 Insurance Requirements**

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

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

## **5.2 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications with their offer:  
Certificate of Independent Bid Determination attached hereto as Annex D.

## PART 6 - SECURITY AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements (applies to items 6.3.5, 6.3.7 and 6.3.8 from SW6.0 Scope of work)

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Standing Offer Agreement requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.
2. Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
3. The Contractor and their personnel requiring access to **PROTECTED B** 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 appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.
5. The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List (attached hereto as Annex C); and
  - b. Policy Government Security (Latest Edition)

#### 6. ***For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:***

In order to demonstrate compliance with this requirement, and , for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder=s proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:

- a. Name of Company, Address and Phone Number;
- b. Company Security Officer Name and Telephone Number;
- c. Security Screening or Clearance Certificate Number;
- d. Level of GoC Security Screening or Clearance;
- e. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
- f. Effective Date of Screening or Clearance.

***For Contractors and Proposed Resources Not Currently In Possession of a Valid Government of Canada Security Screening, at a Minimum Level of Reliability:*** At the time of proposal submission, Bidders **MUST** complete and submit the following certification:

|   |
|---|
| <b>CERTIFICATION</b>  |
| If successful, as a duly authorized representative of (Enter Firm/Contractor Name) I do |

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hereby certify that (Enter Firm/Contractor Name) and all proposed resources that are currently not in possession of a valid Government of Canada Security Screening at the minimum level of **Reliability Status** agree to be sponsored by the Department to obtain the required Security Screening prior to providing services under any resulting contract.

\_\_\_\_\_  
Name of Duly Authorized Representative  
(Print)

\_\_\_\_\_  
Signature of Duly Authorized  
Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Prior to commencing work under the contract**, for those Contractor resources not currently in possession of a valid Government of Canada Security Screening, the Department will require said company/resources to undergo the security screening process for the purposes of obtaining a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status** through the Canadian Industrial Security Directorate of Public Works and Government Services Canada.

This procedure is in accordance with the Departmental and *Policy on Government Security* (TBS July. 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Reliability Status** security screening. The Bidder is not required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. AANDC respects the privacy of Canadians, the information on this form is required for the purpose of providing security screening assessments. It is collected under the authority of the *Policy Government Security* and is protected by the provisions of the Privacy Act in institutions which are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to perform the contract work that is associated with this Personnel Screening Request. Failure on the part of the Bidder's resources to comply with these requirements will result in those resources being deemed non-compliant, with no further consideration given. Non-compliant resources will be deemed ineligible to complete any work associated with this contract.

### 6.1.1 Insurance Requirements

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

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

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 SECURITY REQUIREMENT

7.2.1 The following security requirements (SRCL and related clauses provided by ISP) apply to items 6.3.5, 6.3.7 and 6.3.8 to SW6.0 Scope of work:

##### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PSPC FILE #: 1000180631

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)** with approved **Document Safeguarding** at the level of **PROTECTED B**.
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the CISC/PSPC.

Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISC/PSPC, the Contractor/ personnel **MAY NOT HAVE ACCESS** to **PROTECTED** information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.

3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISC/PSPC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**, including an IT Link at the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISC/PSPC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex \_\_\_\_\_;
  - (b) *Industrial Security Manual* (Latest Edition)

7.2.1.1 There is no security requirement for items 6.3.1 to 6.3.4, 6.3.6 and 6.3.9 to 6.3.11. Identified under SW6.0 of the Scope of Work.

#### 7.2.2 Offeror's Site(s) or Premises Requiring Safeguarding

7.2.2.1 The Offeror must diligently maintain up-to-date, the information related to the Offeror's and individual(s) site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following addresses:

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

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## Country

- 7.2.2.2** The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Offeror and individual(s) hold a valid security clearance at the required level.

## 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>) issued by Public Works and Government Services Canada.

### 7.3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- 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 specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up."

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

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

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

The period for making call-ups against the Standing Offer is from upon award to March 31, 2019.

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

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year option 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 fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority

#### **7.5 Authorities**

##### **7.5.1 Contracting Authority**

The Contracting Authority is:

Name: Céline Viner  
Title: Senior Procurement Expert  
Department of Indian Affairs and Northern Development  
Directorate: Materiel and Assets Management Directorate  
Address: 10 Wellington Street, 13<sup>th</sup> Floor  
Gatineau, QC K1A 0H4

Telephone: 819-994-7304  
Facsimile: 819-953-7721  
E-mail address: celine.viner@aadnc-aandc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he/she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer. The Standing Offer Authority may also authorize a representative to act on his/her behalf as Standing Offer Authority or Contracting Authority.

##### **7.5.2 Departmental Authority (To be identified at SOA award)**

The Departmental Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department of Indian Affairs and Northern Development  
Directorate:  
Address: \_\_\_\_\_

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

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Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### **7.5.3 Project Authority**

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

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

### **7.5.4 Offeror's Representative (To be Identified at SOA award)**

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

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

### **7.7 Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer are employees of the Department of Indian Affairs and Northern Development Canada.

### **7.8 Number of Standing Offers**

DIAND seeks to award up to a total of two (2) Standing Offer Agreements (SOAs) to qualified Firms.

In a companion Request for Standing Offers (RFSO) under the Set-Aside Program for Aboriginal Businesses (PSAB), solicitation 1000180632, DIAND is seeking to establish one (1) SOA.

In the event that no SOA is awarded under the companion solicitation 1000180632 to this solicitation, DIAND may increase the number of competitively awarded SOAs under this solicitation up to a total of three (3) SOAs overall.

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

#### **7.9.1 Call-up Allocation**

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

Highest Ranked Offeror: \$2,000,000.00 (100%)

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Second Highest Ranked Offeror: \$1,800,000.00 (90%)

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

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

## **7.9.2 Call-up Procedures**

**7.9.2.1** 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. DIAND may, in its exclusive discretion, require the Contractor to provide the services of one (1), some or all of the resources named in its SOA proposal (as accepted by DIAND), or may request the Contractor to propose additional resources who may be qualified by DIAND to provide services under the Call-up.

**7.9.2.2** The Offeror will prepare and submit a proposal for the Work as required by the Standing Offer Authority or Project Authority (as applicable). The proposal shall include a cost quotation established by utilizing the applicable rates as shown in the Basis of Payment, Annex "B", a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details to the Standing Offer Authority, and as requested by DIAND the name(s) and curriculum vitae of any additional resources proposed to conduct the work and the Aboriginal Opportunity Considerations the Contractor shall implement in the course of the Call-up Work. The proposal must be submitted to the Standing Offer Authority or the Project Authority (as applicable) within three (3) business days of receiving the request, unless otherwise specified in writing by the Standing Offer Authority or Project Authority (as applicable).

**7.9.2.3** Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.9.2.3 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority or the Project Authority (as applicable) will send the request to the next best-suited Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

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

**7.9.2.5** Upon acceptance by the Standing Offer Authority or the Project Authority (as applicable) of the Offerors proposal for the services, the Offeror will be authorized by the Contracting Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.

**7.9.2.6** 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

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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.

#### **7.10 Call-up Instrument**

The Work will be authorized or confirmed using form 942, Call-up Against a Standing Offer.

#### **7.11 Priority of Documents**

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

- a) the Call-up against the Standing Offer, including any Annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the Supplemental General Conditions 4006 (2010-08-16) Contractor to own Intellectual Property Rights in Foreground Information.
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment ;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated (to be identified at SOA award)

#### **7.12 Certifications**

##### **7.12.1 Compliance**

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

##### **7.12.2 SACC Manual Clauses**

M3020C – (2016-01-28) Status of availability of resources – Standing Offer

G1001C – (2013-11-06) Insurance – Specific Requirements

#### **7.13 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_.  
(To be inserted at SOA award).

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

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

#### **7.2.1 General Conditions**

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 – Standard Clauses and Conditions
- c) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

- d) Section 10, Subsection 2 , paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)".

Insert: "the project title, standing offer and call-up number, the date, deliverable/description of the Work and financial code(s)".

- e) Insert:

#### **2010B 35 (2015-04-01) Indemnification**

The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

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## **7.2.2 Supplemental General Conditions**

4006 (2010-08-16) Contractor to own Intellectual Property Rights in Foreground Information.

## **7.3. Term of Contract**

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

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

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

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

## **7.5. Payment**

### **7.5.1 Basis of Payment**

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

### **7.5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_, and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.5.3 Method of Payment**

#### **7.5.3.1 Single Payment**

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

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

OR

#### **7.5.3.2 Monthly Payment**

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

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

#### **7.5.4 Electronic Payment**

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Department of Indian Affairs and Northern Development Electronic Payment Request form (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>), and submit the form to the address provided.

#### **7.5.5 T1204 - Direct Request By Department**

7.5.5.1 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 contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

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

#### **7.5.6 Travel and Living Expenses**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the

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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.

Estimated Cost: \$ \_\_\_\_\_. (to be identified at SOA award)

#### **7.5.7 Travel Time**

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

Time spent by a Contractor traveling to and from specific pre-authorized work assignments where the distance is more than 100 kilometers from the Contractor's work location may be billed at 50% of the Contractor'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 day when calculating reimbursement costs.

#### **7.5.8 Other Direct Expenses**

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

Estimated Cost: \$ \_\_\_\_\_. (to be identified at SOA award)

#### **7.6 Invoicing Instructions**

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

Each invoice must be supported by:

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

#### **7.7 Insurance Requirements**

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

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

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

#### **7.8 Official Languages**

Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.

#### **7.9 Joint Venture**

**7.9.1** The joint venture (the "Joint Venture") is comprised of the following members:

[List Joint Venture members]

**7.9.2** \_\_\_\_\_ 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;

**7.9.3** By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;

**7.9.4** The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;

**7.9.5** 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

**7.9.6** All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

## ANNEX "A" STATEMENT OF WORK

### SW1.0 TITLE

Department of Indian Affairs and Northern Development, Northern Contaminated Sites Branch – Mining Environmental Engineering Services – Abandoned Sites in the Yukon – Standing Offer Agreements

### SW2.0 BACKGROUND

- 2.1 The Department of Indian Affairs and Northern Development (DIAND) 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 roles in the North, as mandated by the *DIAND Act*, is met primarily through the programs and services of the Northern Affairs Organization (NAO), which supports these goals.
- 2.2 DIAND 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. 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 DIAND faces some unique challenges in the discharge of this duty.
- 2.3 Unlike other contaminated 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.
- 2.4 The Northern Contaminated Sites Branch (NCSB – formerly the Northern Contaminated Sites Program) within DIAND's NAO is responsible for a portfolio of abandoned mine and other 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. This responsibility extends to a number of sites within the Yukon Territory, including a variety of former mines and other sites. Many of these sites are remote, located proximate to isolated community

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settlements, and some are located within the Traditional Territory of Yukon's First Nations peoples.

- 2.5 To support the work of the Branch, the Department requires access to professional advisory and technical services in a variety of Mining Environmental Engineering disciplines, to supplement internal capacity and assist NCSB in moving each project forward in a manner that reduces the environmental and human health liability associated with abandoned mines in the Yukon Territory in an effective and compliant manner.

### **SW3.0 OBJECTIVE**

- 3.1 DIAND requires qualified Contractors to provide Mining Environmental Engineering services to assist NCSB in its work in support of abandoned sites in the Yukon, on an as and when requested basis. Services include a variety of assessment, advisory and review services as described in section SW6.0, below.
- 3.2 Through this competitive procurement process, DIAND seeks to award up to a total of three (3) Standing Offer Agreements (SOAs) to qualified firms, including one (1) qualified Aboriginal Business.
- 3.2.1 In the event that the number of firms, including Aboriginal Businesses, qualified is less than the maximum number of firms required by DIAND, (as identified in section 3.2 above), DIAND reserves the right to Award additional SOAs to qualified firms, up to the maximum number of SOAs.
- 3.3 The objectives of the work are to support NCSB in:
- i) Meeting federal and departmental policy requirements and legal obligations regarding the management of contaminated sites;
  - ii) Requiring that, where a suspected contaminated site has been identified, the site be assessed in a timely, consistent and cost-effective manner;
  - iii) Providing a scientifically valid, risk management based framework for setting priorities, planning, implementation and reporting on the management of contaminated sites;
  - iv) Remediating, based on approved resource levels, all National Contaminated Sites Classification System (NCSCS) Class 1 contaminated sites in the North, on a priority basis, unless it can be demonstrated that for a specific site an alternative form of management is appropriate;
  - v) Promoting the social and economic benefits that may accrue to First Nations, Inuit and Northerners when carrying out activities required by this policy; and
  - vi) Promoting the federal "polluter pay" principle.
- 3.4 Specific project objectives will be contained within any resulting Call-up(s).
- 3.5 Services under the resulting SOAs will be used to deliver services in support of sites in the Yukon. The mechanism will be used by DIAND's NCSB headquarters in the National Capital Region (NCR), and by DIAND's Yukon Regional office.

### **SW4.0 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.

| Term/Acronym                                       | Definition   |
|--|--|
| <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 bid, 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>Aboriginal Opportunity Considerations (AOC)</b> | <p>Measures that enhance the capacity of Land Claims Beneficiaries and Participants, including businesses, to participate in government contract opportunities. AOCs 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 result in delivery of Services within a Comprehensive Land Claims Agreement (CLCA) area, the Contractor will be required to identify for DIAND's approval, and implement AOCs appropriate to the scope of the Call-up work.</p>   |
| <b>Affected First Nation(s)</b>                    | <p>Depending upon the location of the site in the Yukon, Affected First Nations may include, but may not be limited to any of: the First Nation of Nacho Nyak Dun, Kaska Dena Council, Liard First Nation, Little Salmon Carmacks First Nation, Ross River Dena Council, Selkirk First Nation, Tr'ondëk Hwëch'in First Nation.</p>   |
| <b>Call-up (Contract)</b>                          | <p>Under a valid SOA, a document prepared by DIAND and issued to the Contractor, through which DIAND will acquire the required services; and which will contain requirements for the provision of said services, which will be consistent with the Statement of Work, and may consist of any combination of the required services and deliverables defined in SW6 - Scope of Work and SW7 - Deliverables.</p> <p>Upon acceptance of the Call-up by the Contractor, the Call-up forms a binding agreement.</p>  |
| <b>Care and Maintenance</b>                        | <p>On-going activities to maintain the condition of a site at identified levels and mitigate further risk to human health, safety and the environment. Care and Maintenance may included but is not limited to: site inspection, water monitoring and treatment, site safety and security.</p>   |

| Term/Acronym                       | Definition   |
|------------------------------------|--|
| <b>Cold Regions</b>                | <p>As defined by the Canadian Society for Civil Engineering (CSCE), the effects of cold climates upon civil engineering practice, including:</p> <ul style="list-style-type: none"> <li>• planning, design and construction of engineering works,</li> <li>• assessment and protection of the built and natural environments, and</li> <li>• evaluation of the impact and mitigation of the effects of climatic change.</li> </ul> <p>Source: (<a href="https://csce.ca/committees/cold-regions">https://csce.ca/committees/cold-regions</a>).</p>   |
| <b>CLCA</b>                        | Comprehensive Land Claims Agreement.   |
| <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>Contracting Authority</b>       | The Contracting Authority will be the sole authority on behalf of Canada for the administration and management of this Standing Offer Agreement (SOA). Any changes to the SOA must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of the SOA based on written requests from any government personnel other than the Contracting Authority.   |
| <b>Contractor</b>                  | The qualified Offeror awarded a Standing Offer Agreement pursuant to the competitive selection process, and which has been awarded a Call-up.  |
| <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 the project 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>Departmental Representative</b> | A person, occupying a specific position within DIAND or fulfilling a specific organizational function, who is responsible for monitoring the Contractor's execution of the work under the Standing Offer Agreement, as well as acting as a single point of contact on behalf of DIAND.   |
| <b>DIAND</b>                       | Department of Indian Affairs and Northern Development.   |
| <b>GoC</b>                         | Government of Canada.  |
| <b>GY</b>                          | Government of Yukon.   |



| Term/Acronym                          | Definition   |
|---------------------------------------|--|
| <b>HHERA</b>                          | Human Health and Ecological Risk Assessment.   |
| <b>Major Project</b>                  | A single infrastructure or heavy civil engineering project, with a defined start and end date, valued at more than \$50,000,000.00 to the owner, including capital costs (CAN). "Capital costs" include items such as, but not necessarily limited to: purchase 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. |
| <b>NAO</b>                            | Northern Affairs Organization.   |
| <b>NCSB</b>                           | Northern Contaminated Sites Branch.  |
| <b>NCSCS</b>                          | The National Contaminated Sites Classification System. A Class 1 site indicates a High Priority for Action.  |
| <b>NCR</b>                            | National Capital Region.   |
| <b>North or Northern</b>              | In the context of NCSB is defined as a physical location North of 60°, in a permafrost environment.  |
| <b>Region</b>                         | Means DIAND's Regional operations in the Yukon, managed from Whitehorse.   |
| <b>Resource(s)</b>                    | Means personnel (whether employed or subcontracted) of the Contractor(s), qualified by DIAND to provide Services under any Call-up(s).   |
| <b>Services</b>                       | Means Mining Environmental Engineering Services, as defined within this Statement of Work and any Call-up(s) authorized by DIAND.  |
| <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 Agreement (SOA)</b> | An overarching agreement between DIAND and a qualified Contractor to provide services on an as-and-when-required basis. An SOA does not constitute a Contract. Individual work requirements may be initiated throughout the duration of the SOA. An SOA does not constitute a contract.  |
| <b>WRD</b>                            | Waste Rock Dump.   |
| <b>YESAA</b>                          | <i>Yukon Environmental and Socio-Economic Assessment Act.</i>  |

| Term/Acronym | Definition |
|--------------|------------|
|--------------|------------|

|              |  |
|--------------|--|
| <b>YESAB</b> | Yukon Environmental and Socio-economic Assessment Board. |
|--------------|--|

- 4.2 The following documents provide guidance for the provision of the Services to DIAND. The Contractor shall conform to and maintain working knowledge of the following and all amendments thereto:
  - 4.2.1 *Yukon Environmental and Socio-Economic Assessment Act (YESAA)*, available online;
  - 4.2.2 *Assessable Activities, Exceptions and Executive Committee Projects Regulations (SOR/2005-379)*, available online;
  - 4.2.3 *Fisheries Act*, available online;
  - 4.2.4 *Ecological Risk Assessment Guidance*, available online;
  - 4.2.5 *Federal Contaminated Sites Risk Assessment in Canada Part I: Guidance on Human Health Preliminary Quantitative Risk Assessment*, available online;
  - 4.2.6 *Federal Contaminated Sites Risk Assessment in Canada Part III; Guidance on Peer Review of Human Health Risk Assessments for Federal Contaminated Sites in Canada*, available online;
  - 4.2.7 *DIAND's Contaminated Sites Management Policy*, available online;
  - 4.2.8 *Contaminated Sites Management Framework and Plan (2006)*, available online;
  - 4.2.9 *Treasury Board Policy on the Management of Projects*, available online;
  - 4.2.10 *A copy of the Northern Contaminated Sites Branch Major Project Standards and Guidance Manual*, to be provided to the Contractor after the SOA Award.
  - 4.2.11 *A copy of the Northern Contaminated Sites Branch Cost Estimating Guide*, to be provided to the Contractor after the SOA Award.

## **SW5.0 BUSINESS AND TECHNICAL ENVIRONMENT**

- 5.1 DIAND's regular working hours are Monday to Friday, 8 a.m. to 5 p.m. within the Region of operation, excluding statutory and federal government holidays. NCSB's primary operating location is the National Capital Region (NCR), with Regional offices in Whitehorse, Yukon.
- 5.2 The Contractor shall be available for meetings and inquiries relating to the administration of the SOA, for progress and status updates and to provide services within DIAND's regular operating hours.
- 5.3 All reports and document-based deliverables under any resultant Call-up shall be provided in a format compatible with DIAND's standard desktop processing software, currently, Microsoft Office Suite (Word, Excel, and PowerPoint) and (where applicable) MS Project. DIAND also maintains project information in a secure MS Sharepoint site.
- 5.4 Any functional, technical system and database diagrams (e.g. data flow diagrams, physical and logical data models, etc.) under any resultant Call-up shall be compatible with DIAND's standard diagramming software, Microsoft Office Visio.
- 5.5 Other required software formats will be specified in any resulting Call-up(s).

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## **SW6.0 SCOPE OF WORK**

- 6.1 The scope of work attached to each Call-up against the SOA will identify the objectives of the Call-up, the site(s) for which services are required, and the particular scope of services to be provided in support of the SOA objectives (as defined in section SW3.0).
- 6.2 All work shall be done in conformity with the instructions issued by the Departmental Representative, as described within an issued Call-up.
- 6.3 The purpose of DIAND's Mining Environmental Engineering Services is to provide support, technical and subject matter expertise to support NCSB's work in relation to abandoned sites in the Yukon. The Contractor shall provide any combination of services indicated herein and any other related services and support, without limitation, as indicated in any resultant Call-up:
  - 6.3.1 Site assessment strategies and other strategic initiatives in support of DIAND's Project Life Cycle Phase 1. This may include determination of the types, numbers, and frequencies of samples to be taken (for example soil, water, or air samples); option investigation, assessment and recommendation; feasibility studies; and development of preliminary project charters, preliminary project approvals, or definition phase work plans;
  - 6.3.2 Assistance in the identification, development of and assessment of design options and alternatives at each stage of the Project, including conceptual design, preliminary design, detailed design, and pre-construction design; including consideration of cost, technical feasibility, long-term effectiveness, life-cycle costing, time to implement, risk of technology, environmental impact and ability to address environmental assessment issues, and ability to monitor progress;
  - 6.3.3 Closure planning support, including, but not limited to, technical review, input, and related advice to develop, update or finalize draft closure plans, reviewing and updating plans to ensure alignment to regulatory and socio-economic requirements, ensuring plans are in a form that is suitable for review and consultation with project participants and with the public and Affected First Nations to ensure concerns are identified, assessed and appropriately addressed within the closure plan; and that the plans are appropriate for submission to project funding organizations, regulatory authorities (including the Yukon Environmental and Socio-economic Assessment Board - YESAB) and other parties to seek and obtain all necessary approval(s);
  - 6.3.4 Providing technical subject matter expertise in Mining Environmental Engineering disciplines in support of NCSB's management and oversight of assessment, Care and Maintenance, planning, regulatory approval, remediation, closure, and monitoring activities. Specific expertise and capacity is required in Site Closure and Remediation including mine waste assessment and remediation, contaminated soil assessment and remediation, water treatment technologies, and site risk assessment and mitigation. As requested in the Call-up, the Contractor shall provide subject matter expertise in the following technical subject matter disciplines:
    - a) Mine Closure, in Cold Regions;
    - b) Geotechnical Engineering in Cold Regions, including dams and permafrost;
    - c) Covers specialist in Cold Regions;
    - d) Rock Mechanics;
    - e) Hydrology and Water Management in Cold Regions, including diversions and spillways;

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- f) Mine Water Treatment, in Cold Regions;
  - g) Hydrogeology; and
  - h) Civil Engineering in Cold Regions, including earthworks, covers and concrete;
- 6.3.5 Cost Analysis, related to mines in remote and Cold Regions. Review available site information, identify information gaps and provide multidisciplinary technical guidance on additional work required in support of site Care & Maintenance, risk mitigation, decommissioning, remediation, and monitoring requirements;
- 6.3.6 Attend and support, moderate and/or facilitate technical meetings, focus groups, issue forums, public consultations, presentations, seminars, workshops and/or advisory committees, working to communicate, analyze or resolve specific technical issues relevant to NCSB and project participants;
- 6.3.7 Provide technical expertise in preparation and review of technical documentation, strategies and submittals, including project work plans, project agreements, scopes of work / terms of reference, tender documents, proposals and project submittals;
- 6.3.8 Provide expertise and support the conduct of cost reviews, cost validation, affordability reviews, liability reviews and in optimization of engineering approaches and improvements to site conditions and work to enhance project value while realizing opportunity through cost savings, risk reduction, schedule improvements, more effective design and enhanced collaboration;
- 6.3.9 Assist in the development, implementation, analysis and verification of monitoring regimes and site-specific monitoring programs to validate the quality and effectiveness of planned and implemented risk mitigation and remediation measures at project sites;
- 6.3.10 Provide technical and subject matter review, advice, input and recommendations on draft and updated Human Health and Ecological Risk Assessments (HHERA) of chemical, physical and radiological hazards in the context of former mine and waste sites in the Yukon (a permafrost environment), to support validation of their completeness, utility and accuracy; and
- 6.3.11 Provide other related professional advisory and technical services to support the advancement and approval of NCSB initiatives for sites in the Yukon, as requested by the Departmental Representative.

## **SW7.0 DELIVERABLES**

- 7.1 In accordance with the activities defined in SW6.0 'Scope of Work' and the specific requirements of any Call-up under the SOA, the Contractor shall submit any combination of the following to the Departmental Representative, as described in the Call-up:
- 7.1.1 Detailed requirements, plans, approaches and models for the development and implementation of risk mitigation, remedial or interim measures at site(s);
  - 7.1.2 Summary and Detailed Cost Estimates; These deliverables must detail all assumptions, and may include recommendation of appropriate cost escalation factors, methods and timing intervals, and may include identification of appropriate contingencies based on anticipated risks to the work, including associated substantiated rationale(s);
  - 7.1.3 Cost Validation Checklists and reports;
  - 7.1.4 Meeting agenda, consultation documents, presentation materials, technical briefs, minutes, records of decision, consultation and other meeting reports and related outcome documents;

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- 7.1.5 Data collection and analysis, completed site studies, volumetrics and establishment of confirmed baselines;
  - 7.1.6 Sampling and monitoring programs, plans, analysis, and recommendations;
  - 7.1.7 Technical documents, advice, briefs and reports to support the submission of well-substantiated project documents to move forward in the regulatory, socio-economic and other project approval processes in compliance with applicable requirements (including but not limited to those under the *YESAA* and the *Fisheries Act*);
  - 7.1.8 Evaluations and technical recommendations on prepared technical documents, designs, risk assessments and other project-specific and program documents; and
  - 7.1.9 Any other technical documents, reports, or analyses developed, written advice, or other deliverables related to the Scope of Work herein, as described in any resultant Call-up(s).
- 7.2 All Deliverables shall be in hard-copy, electronic, or both, as required and as identified by the Departmental Representative, and prepared in accordance with the instructions provided by the Departmental Representative. Unless otherwise specified in the Call-up or Call-up Work Plan approved by DIAND, any and all electronic deliverables must comply with the departmental software standards as identified in 5.3 and 5.4, above.

## **SW8.0 RESOURCE REQUIREMENTS**

- 8.1 To ensure an adequate level of support to DIAND under the SOA, the Contractor shall provide DIAND with access to a team of Resources, comprised of at least the Resource Categories and levels of experience identified in the table below.
- 8.2 To complete the work under any Call-up(s), DIAND may, in its exclusive discretion, require the Contractor to provide the services of one (1), some or all of the Resources named in its SOA proposal (as accepted by DIAND), or may request the Contractor to propose which of its Resources will deliver the work requested, or may request the Contractor to propose Additional Resources (in accordance with section 8.5 below) who may be subsequently qualified by DIAND to provide services under a Call-up.
- 8.3 The Contractor 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 Contractor shall provide the services of qualified Resources competent in the subject matter in which they are engaged. Where required by DIAND, the Contractor shall provide the services of specific named Resources.
- 8.4 **Resource Categories**
- 8.4.1 The Contractor shall provide access to qualified Resources in the following four (4) categories:

| Resource Category           | Level of Experience (Minimum Qualifications)   |
|-----------------------------|--|
| <b>Team Lead</b>            | <ul style="list-style-type: none"> <li>➤ Possesses senior management level authority within the Contractor's organization, being authorized to commit the Contractor to Call-up(s) and Work Plans and any associated change(s); to assign, add, substitute or replace resources upon request by DIAND; and to resolve any issues associated with the Contractor's service delivery.</li> <li>➤ Valid certification as a Professional Engineer licensed to practice in a Canadian jurisdiction.</li> <li>➤ A minimum of twenty (20) years professional work experience in environmental and closure aspects of mining.</li> </ul> |
| <b>Principal Consultant</b> | <ul style="list-style-type: none"> <li>➤ Valid certification as a Professional Engineer or Professional Geologist, licensed to practice in a Canadian jurisdiction.</li> <li>➤ A minimum of fifteen (15) years professional work experience in environmental and closure aspects of mining, of which at least two (2) years must have been in the role of Principal Consultant or equivalent (i.e. responsible and accountable for management and direction of programs and projects).</li> </ul>  |
| <b>Senior Consultant</b>    | <ul style="list-style-type: none"> <li>➤ Valid certification as a Professional Engineer or Professional Geologist, licensed to practice in a Canadian jurisdiction.</li> <li>➤ A minimum of ten (10) years professional work experience in environmental and closure aspects of mining.</li> </ul>   |
| <b>Consultant</b>           | <ul style="list-style-type: none"> <li>➤ Valid certification as a Professional Engineer or Professional Geologist, licensed to practice in a Canadian jurisdiction OR comparable post-secondary education, as accepted by DIAND, in a field related to the area of Service.</li> <li>➤ A minimum of five (5) years professional work experience in environmental and closure aspects of mining.</li> </ul>   |
| <b>Senior Technician</b>    | <ul style="list-style-type: none"> <li>➤ Diploma in environmental science, engineering, drafting, or a related physical science, from a generally recognized institution; and</li> <li>➤ A minimum of ten (10) years professional work experience in environmental and closure aspects of mining.</li> </ul>   |
| <b>Technician</b>           | <ul style="list-style-type: none"> <li>➤ Diploma in environmental science, engineering, drafting, or a related science, from a generally recognized institution.</li> </ul>  |

| Resource Category         | Level of Experience (Minimum Qualifications)  |
|---------------------------|---|
| <b>Other Requirements</b> | At least one (1) of the Team Lead, Principal or Senior Consultant resources must have a minimum of ten (10) years professional work experience with heavy civil engineering projects (e.g. dams, highways, dredging and land drainage). This may include experience in any of: production of new construction, rehabilitation or repairs, or undertaking of additions, alterations, or maintenance and repairs to existing structures and works.  |
|                           | At least one (1) of the Principal or Senior Consultant resources must possess a valid certification as a Professional Engineer, licensed to practice in a Canadian jurisdiction.  |
|                           | At least one (1) of the Team Lead, Principal or Senior Consultant resources must have a minimum of ten (10) years professional work experience on Major Projects in the North.  |
|                           | At least one (1) of the Team Lead, Principal or Senior Consultant resources must have a minimum of ten (10) years professional work experience in one (1), some or all of the technical disciplines identified in this SOW in section 6.3.4 (a-h). This experience must include professional work experience in a mining engineering environment.   |
|                           | For any Call-up(s) to provide Cost Estimation or Cost Validation services, at least one (1) Resource providing these Services must be a Certified Cost Professional or Certified Cost Estimator and must have a minimum of five (5) years of professional work experience providing comparable services. The Resource must demonstrate experience and knowledge of Cost Validation practices. The Resource must also demonstrate Cost Estimation or Cost Validation experience specific to remediation projects or large scale infrastructure projects, by having provided comparable services for a minimum of three (3) previous clients/organizations. |

8.4.2 Contractor Resources shall meet or exceed the minimum qualifications for the Resource Category in which they are put forward.

**8.5 Additional Resources**

8.5.1 To supplement the Contractor's Core Team of Resources, as required by DIAND to provide access to the necessary technical subject matter expertise to provide services under subsequent Call-ups, at DIAND's discretion, Resources in addition to those named in the Contractor's proposal may be evaluated and qualified by NCSB on the basis of the minimum qualifications and Resource requirements outlined in the SOW. Qualification and acceptance of Resources prior to or during the course of work under a Call-up does not require an amendment to the SOA and will be evidenced by a written statement from the DIAND Departmental Representative.

8.5.2 The Additional Resource clause does not apply to the replacement or substitution of Core Resources team named in the Contractor's proposal to perform the Work. To

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replace or substitute a Core Resource team member please refer to the SACC M3020C (2016-01-28) Status of Availability of Resources - Standing Offer. In addition to the above SACC clause, substitution or replacement resources from the Core Resources team named in the Contractor's proposal under the Request for Standing Offer must be of similar or greater ability or attainment, and whom shall be acceptable to the DIAND Departmental Representative.

## **8.6 Resource Development and Hourly Rates**

- 8.6.1 The Contractor's Resources shall provide services in the Resource Category in which they are qualified by DIAND 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.
- 8.6.2 DIAND recognizes that over the course of any SOA, Resources qualified to provide Services in one (1) of the above Resource Categories at an identified level of experience may acquire additional experience and expertise in the delivery of services. At the conclusion of the first SOA year (period from Award to March 31, 2016), and no more frequently than **once a SOA year** thereafter, and opportunity for the SOA Holder(s) to submit a request to upgrade its qualified Resources to the next level of seniority will be distributed by DIAND in writing to all SOA holders. Upon DIAND's written invitation, the SOA Holder may submit to DIAND a proposal for its exclusive determination, to change the level of seniority for one (1) or more of the Contractor's qualified Resources to a higher level of seniority, where those Resources have acquired additional experience and expertise in their field. Any such proposal 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. DIAND will review the proposal and determine whether or not the Resource(s) are eligible to provide services under the next level of experience at the all-inclusive Hourly Rate associated with the next level of experience. This "upgrade" is not automatic, and any determination to increase a Resource to another level of experience is at DIAND's sole discretion and must be authorized in writing by DIAND. Any increases in Resource level of experience approved by DIAND will be effective starting April 1 of the subsequent SOA year.
- 8.6.3 Hourly rates for all Resources, including for any additional Resources approved by DIAND shall apply for the period starting April 1 and concluding March 31, of each SOA year (and any Option Year if exercised by DIAND).

## **SW9.0 PERFORMANCE STANDARDS AND QUALITY ASSURANCE**

- 9.1 The Contractor shall possess or ensure the provision of content knowledge appropriate for the delivery of services to DIAND as described herein, and in any resultant Call-up(s), and shall continuously strive to improve their methodological and practice skills.
- 9.2 In providing Mining Environmental Engineering Services to DIAND, the Contractor shall, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:
- 9.2.1 Efficient time management is of utmost importance to DIAND. As DIAND's request, the work under each Call-up shall include the establishment of a detailed Work Plan developed by the Contractor and subject to the approval of the Departmental Representative. Each Work Plan shall include a schedule of milestones and reporting for the Contractor's work to be completed on the basis of its congruence with the conditions of this SOA and the Call-up. The Contractor shall deliver the services by the deadlines

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established within the Work Plan. Every effort shall be made by DIAND to provide the Contractor with reasonable deadlines.

- 9.2.2 In addition, there is an inherent Quality Assurance Standard associated with any resultant Call-up(s). The Contractor shall apply a rigorous Quality Assurance methodology to ensure the accuracy and quality of all deliverables and services provided. All work completed by the Contractor shall be reviewed and approved on behalf of the Contractor by one (1) of the Contractor's Team Lead, Principal or Senior level Resources prior to submission to DIAND.
- 9.3 All deliverables rendered under any resultant Call-up(s) are subject to inspection by the DIAND Departmental Representative or a designated representative. The DIAND Departmental Representative reserves the right to verify the accuracy of all deliverables.
- 9.4 The management by the Contractor of service delivery to DIAND in relation to any resultant Call-up(s) shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, codes and policies as well as professional standards.
- 9.5 The Contractor shall ensure that all Resources deployed in the provision of services under any resultant Call-up(s), are properly trained and qualified to fulfill their responsibilities and are competent in the subject matter of the work they are engaged to perform.
- 9.6 It is the responsibility of the Contractor to ensure its conduct and performance is in accordance with the terms and conditions of the SOA and any resultant Call-up(s), and in accordance with the *Code of Conduct for Procurement*.

#### **SW10.0 REPORTING REQUIREMENTS**

- 10.1 It is the responsibility of the Contractor to facilitate and maintain regular communication with the DIAND Departmental Representative regarding the progress of work completed under any Call-up(s) under the SOA.
- 10.2 Upon request from the DIAND Departmental Representative, the Contractor shall provide *ad hoc* written or oral status updates relating to any work in progress under any Call-up.
- 10.3 In addition, the Contractor shall immediately notify the Departmental Representative 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.
- 10.4 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 Contractor'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.
- 10.5 Any written reports provided shall be in DIAND's standard software, and may include e-mails, MS Word, MS Excel or MS Project, as appropriate.

#### **SW11.0 RISKS AND CONSTRAINTS**

- 11.1 Work conducted under any resultant Call-up(s) may require the Contractor and/or the Contractor's deployed resources to visit one (1) or more identified Contaminated Site(s). It is the responsibility of the Contractor to consider any and all risks to health, safety, and welfare, which may be incurred in the completion of work, as a result of visitation to or work at a Contaminated Site. DIAND is not responsible to recompense for personal or property injury to the Contractor or the Contractor's deployed Resources, while acting in an official capacity, throughout the duration of the SOA.

- 11.2 Site Health and Safety at each site is the responsibility of a third party (most often, the Care and Maintenance provider). The Contractor 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 Contractor determine that additional Health and Safety measures are required to ensure the safety of its personnel, the Contractor shall implement such measures while respecting the policies, procedures and requirements in place at the site(s).
- 11.3 Each NCSB project is a complex undertaking with multiple parties supporting the successful delivery of the project. The Contractor shall work in a professional and cooperative manner with representatives from all levels of government, Affected First Nations, 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 Contractor shall work with the DIAND Departmental Representative (or designate) to establish and implement procedures to ensure the sound management of its work activities requiring interaction with other parties.
- 11.4 Due to any perceived or real conflict of interest, any Contractor having done a preliminary assessment or other related activities for a particular aspect of a site as previous work or work conducted under this SOA may not be eligible to review, audit or implement that work under any future Call-up or solicitation related to that aspect of the site. DIAND has determined that any such decision will be made on a case-by-case basis.

#### **SW12.0 CONTRACTOR RESPONSIBILITIES**

- 12.1 In fulfilling the terms and conditions of the Call-up (contract), the Contractor agrees to:
  - 12.1.1 Be available to provide services under any resultant Call-up(s) within the business hours defined in section 5.1, above.
  - 12.1.2 Provide a mutually agreed-upon principal Point of Contact for the Contractor, who will be actively involved in, and responsible for, all activities undertaken;
  - 12.1.3 Provide a Proposal including work plan and schedule prior to the commencement of work on any resultant Call-up(s), as required;
  - 12.1.4 Complete assigned work according to pre-defined schedules and standards;
  - 12.1.5 Provide Quality Assurance monitoring on all deliverables;
  - 12.1.6 Supply all of its own tools, facilities, equipment (including Personal Protective Equipment where required), and software required for completion of the work, unless otherwise directed in writing by the Departmental Representative; and
  - 12.1.7 As required, liaise with the DIAND Departmental Representative and any stakeholders identified by the DIAND Departmental Representative for meetings, project reviews and other related project management activities.

#### **SW13.0 DEPARTMENTAL SUPPORT**

- 13.1 As required for the completion of work under the SOA and any resultant Call-up(s), DIAND will provide:
  - 13.1.1 Access to the DIAND Departmental Representative and/or other DIAND personnel as required for meetings, consultations, and information;
  - 13.1.2 Access to available background information and preliminary works that may inform the Contractor's work and deliverables;

- 13.1.3 Access to Departmental facilities in order to review information/documents which cannot be removed from DIAND premises; and to meet with DIAND Project representatives and other personnel. The Department will also facilitate coordination between the Contractor and the GY, representatives of regulatory authorities, representatives of Affected First Nations, other contractors supporting the site project, and any regional DIAND representatives;
- 13.1.4 Review of submissions and the provision of comments/suggested revisions, in a timely manner; and
- 13.1.5 Other assistance and support as appropriate.
- 13.2 DIAND will monitor the Contractor's on-going service levels by conducting review meetings with the Contractor 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.

**SW14.0 LOCATION OF WORK AND TRAVEL**

- 14.1 The majority of work shall be conducted from the Contractor's facilities.
- 14.2 Some work may be required to be conducted on-site at Departmental premises (e.g. in Gatineau or Yukon Region, for meetings, etc.) or may be required to be conducted on site at one or more of the project site(s) or at other locations in the Yukon. Where required, the location of work will be specified in any resultant Call-up. Where specified by DIAND, the Contractor must provide services at the location(s) as specified in the Call-up.
- 14.3 When required, Contractors are responsible for all costs related to their own personal expenses, including the cost of travel between their place of business and the DIAND NCSB headquarters in Gatineau, Quebec, regardless of the location of the Resources conducting the work. No expenses will be reimbursed for any required travel between DIAND NCSB headquarters and the Contractor's place of business.
- 14.3.4 Note that **issuance of a Call-up in which Travel is anticipated is not in itself authorization for travel**. After the issuance of any resultant Call-up in which travel is required, the Departmental Representative will issue a specific authorization to travel, including specific travel parameters, dates and location(s). The Contractor shall submit travel estimates for pre-approval.
- 14.4 **Comprehensive Land Claims Agreements**
  - 14.4.1 Some of the locations in which the Contractor may be required to deliver Services are within areas covered by Comprehensive Land Claims Agreements (CLCAs). These include, but are not necessarily limited to:

| Location | Related Land Claim(s)   |
|----------|---|
| Yukon    | <p><i>Several agreements pursuant to the Yukon; these include but are not limited to:</i></p> <p>Carcross/Tagish First Nation Final Agreement;</p> <p>Champagne and Aishihik First Nation Final Agreement;</p> <p>Kluane First Nation Final Agreement;</p> <p>Kwanlin Dun First Nation Final Agreement;</p> <p>Little Salmon / Carmacks First Nation Final Agreement;</p> |

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| Location | Related Land Claim(s)   |
|----------|---|
|          | First Nation of Nacho Nyak Dun Final Agreement;<br>Selkirk First Nation Final Agreement;<br>Ta'an Kwach'an Council Final Agreement;<br>Teslin Tlingit Council Final Agreement;<br>Tr'ondëk Hwëch'in Final Agreement; or<br>Vuntut Gwitchin First Nation Final Agreement.<br><i>as specified in any resulting Call-up.</i> |

- 14.4.2 As required, where the services may be delivered within a CLCA area, the Contractor shall implement Aboriginal Opportunity Considerations (AOCs) relevant to the Call-up work. Any specific CLCA(s) applicable to any resultant Call-up(s), and any requirements with regard to the Contractor's work related to applicable CLCA(s), will be identified in the applicable Call-up(s).

### SW15.0 LANGUAGE OF WORK

- 15.1 As a Department of the federal government, DIAND is required under the *Official Languages Act* to provide its services in either Official Language of Canada.
- 15.2 The Contractor shall ensure that all verbal and written communication with the Department is in English, at a minimum.
- 15.3 The language of all written Deliverables shall be, at a minimum, English.

### SW16 GREENING GOVERNMENT OPERATIONS

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

Furthermore, in June 2008 the *Federal Sustainable Development Act* was passed to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that will make environmental decision making more transparent and accountable to Parliament. A Federal Sustainable Development Strategy is developed every three years that includes shrinking the environmental footprint of government operations. Green procurement is a key enabler of these objectives.

In accordance with the *Policy on Green Procurement* and Federal Sustainable Development Strategy, for this requirement:

#### General

- a) The Offeror is encouraged to offer or suggest green solutions whenever possible.

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- b) The Offeror should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.
- c) The Offeror should use green meetings practices when conducting workshops and meetings. Guides to green meeting practices are available through Environment Canada and the United Nations Environment Program.

#### Travel

- a) The Offeror is encouraged to work off-site to reduce commuting requirements where security requirements allow.
- b) The Offeror is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- c) Where transportation is required, the Offeror is encouraged to use environmentally preferred modes of transportation, where feasible.
- d) The Offeror is encouraged to use accommodations with environmental ratings: Contractors of the Government of Canada may access the PWGSC Accommodation Directory to search for accommodations with Green Key and/or Green Leaf ratings that will honor the pricing for Offerors.

#### Paper Consumption

- a) The Offeror is requested to provide all correspondence including (but not limited to) their offer, documents, reports and invoices in electronic format unless otherwise specified by the Standing Offer Authority or Project Authority, thereby reducing printed material. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Standing Offer Authority or Project Authority.
- b) Printed material is requested on paper that is EcoLogo certified or equivalent, certified as using fibre originating from a sustainably managed forest and/or minimum recycled content of 30%. Paper is also to be processed chlorine free, whenever possible.
- c) The Offeror should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

#### Goods Used in Service Delivery

- a) It is desirable that the Offeror, in the provisioning of services, procure equipment, such as computer equipment, peripherals and telephony equipment that meet the most current environmental specifications used by the Government of Canada when procuring similar equipment, without reducing the service quality and effectiveness, whether this equipment is owned by the Offeror or procured by the Offeror for Government of Canada customers. Government of Canada environmental specifications can be found in the Green Procurement Plans available online or by contacting AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca.
- b) It is desirable that the Offeror, in the provisioning of services, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Offeror or procured by the Offeror for Government of Canada customers.

- c) The Offeror is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Offeror and used to deliver the Service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.

**ANNEX "B"**

**BASIS OF PAYMENT**

1. In consideration of the Contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid all-inclusive per diem rates stipulated in the call-up as indicated below:

| <b>RESOURCE CATEGORY</b> | <b>FIXED, ALL-INCLUSIVE PER HOUR RATE (CAD) – SOA AWARD TO MARCH 31, 2017</b> |
|--------------------------|---|
| Team Lead                | \$  |
| Principal Consultant     | \$  |
| Senior Consultant        | \$  |
| Consultant               | \$  |
| Senior Technician        | \$  |
| Technician               | \$  |

| <b>RESOURCE CATEGORY</b> | <b>FIXED, ALL-INCLUSIVE PER HOUR RATE (CAD) – APRIL 1, 2017 TO MARCH 31, 2018</b> |
|--------------------------|---|
| Team Lead                | \$  |
| Principal Consultant     | \$  |
| Senior Consultant        | \$  |
| Consultant               | \$  |
| Senior Technician        | \$  |
| Technician               | \$  |

| <b>RESOURCE CATEGORY</b> | <b>FIXED, ALL-INCLUSIVE PER HOUR RATE (CAD) – APRIL 1, 2018 TO MARCH 31, 2019</b> |
|--------------------------|---|
| Team Lead                | \$  |

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|                      |    |
|----------------------|----|
| Principal Consultant | \$ |
| Senior Consultant    | \$ |
| Consultant           | \$ |
| Senior Technician    | \$ |
| Technician           | \$ |

**Option Period:**

For any optioned extension period, Resource per hour rates may be increased or decreased by an amount equal to the Consumer Price Index (CPI) for Canada (<http://www.statcan.gc.ca/bsolc/olc-cel/olc-cel?lang=eng&catno=62-001-XWE>). All-Items (Not Seasonally Adjusted), published in Statistics Canada Catalogue No. 62-001-XWE, Table 5, in accordance with the following formula, rounded to the nearest two decimals:

Escalation =  $((A/B) - 1) \times 100$  Where:

- A = average of the monthly CPI for Canada, for the 12 months ending three months preceding the start date of the new Standing Offer Option Period year;
- B = average of the monthly CPI for Canada for the 12 months ending 15 months preceding the start date of the new Standing Offer Option Period year.

The CPI adjustment will be made automatically to the Contractor's rates in April of each Optioned extension period.

For Option Period 1 (April 1, 2019- March 31, 2020) any CPI adjustment will be made to the per hour rates quoted in year 3 of the SOA.

For Option Period 2 (April 1, 2020-March 31, 2021) any CPI adjustment will be made to the per hour rates quoted in year 3 of the SOA.



## ANNEX "C" SECURITY REQUIREMENTS CHECK LIST AND IT SECURITY SAFEGUARD REQUIREMENTS



Government of Canada /  
Gouvernement du Canada

Apr 13 2015

Contract Number / Numéro du contrat

1000180631

Security Classification / Classification de sécurité  
UNCLASSIFIED

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

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

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Security Classification / Classification de sécurité  
UNCLASSIFIED





|  |
|--|
| Contract Number / Numéro du contrat                                  |
| 1000180631   |
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |

**PART A (continued) / PARTIE A (suite)**

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

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

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

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

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

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

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

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

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

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

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

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**  
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

**PRODUCTION**

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

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

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

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

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|  |
|--|
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |
|--|





|  |
|--|
| Contract Number / Numéro du contrat<br>1000180631                    |
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |

**PART C (continued) / PARTIE C (suite)**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

| Category / Catégorie                                     | PROTECTED / PROTÉGÉ |   |   | CLASSIFIED / CLASSIFIÉE     |        |                          | NATO                                       |                                       |             |                                 | COMSEC              |   |   |                             |        |                          |
|--|---------------------|---|---|-----------------------------|--------|--------------------------|--|---------------------------------------|-------------|---------------------------------|---------------------|---|---|-----------------------------|--------|--------------------------|
|  | A                   | B | C | CONFIDENTIAL / CONFIDENTIEL | SECRET | TOP SECRET / Très SECRET | NATO RESTRICTED / NATO DIFFUSION RESTRICTÉ | NATO CONFIDENTIAL / NATO CONFIDENTIEL | NATO SECRET | COMSEC TOP SECRET / Très SECRET | PROTECTED / PROTÉGÉ |   |   | CONFIDENTIAL / CONFIDENTIEL | SECRET | TOP SECRET / Très SECRET |
|  |                     |   |   |                             |        |                          |  |                                       |             |                                 | A                   | B | C |                             |        |                          |
| Information / Assets / Informations / Biens / Production |                     | ✓ |   |                             |        |                          |  |                                       |             |                                 |                     |   |   |                             |        |                          |
| IT Media / Support IT / IT LNK / Lien électronique       |                     | ✓ |   |                             |        |                          |  |                                       |             |                                 |                     |   |   |                             |        |                          |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



# Aboriginal Affairs and Northern Development Canada

## IT Security Safeguard Requirements

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**Contractor Name**

**Contract Number**                    **1000180631**

**Document Number:**

**Date:**                                    **April 13, 2016**

**Designation / Classification**       **Unclassified**



### **Overview**

In accordance with the Security Requirement Checklist (SRCL) for contract 1000180631, the contractor will access, store and transmit up to Protected B, data. It is the contractor's responsibility to ensure that this information remains secure at all times by complying with the Treasury Board's Policy on Government Security (PGS) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=16578>), the Management of Information Technology Security Standard (MITS) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328&section=text>) and Aboriginal Affairs and Northern Development Canada's (AANDC) Information Security Requirements listed within this document.

Public Works and Government Services Canada (PWGSC) may perform a site inspection to confirm and certify that the contractor meets these requirements. Items of non-compliance will be noted and communicated to the contractor and AANDC for immediate action.

The contractor will be provided a copy of this document and will therefore be aware of these security requirements as well as his or her responsibility to:

- Comply with these requirements;
- Immediately report the loss or theft of any media devices containing AANDC data to AANDC's Departmental Security Officer;
- Notify AANDC's Departmental Security Officer regarding any security breach or suspected security breach which could impact AANDC data; and
- Inform all staff who will be handling AANDC data of these requirements.

**Failure to comply with these requirements is a breach of contractual obligations and may result in contract termination.**

### **Possession, Transportation and Processing of Electronic Departmental Data**

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 AANDC 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 AANDC 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://www.cse-cst.gc.ca/en/node/270/html/10572>);
- 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.

### **Physical Storage of Departmental Data**

When there is a requirement for the contractor to store electronic departmental data on their premises, the contractor must ensure that the data remains secure when not in use by adhering to the following requirements:

- The encrypted portable media device(s) must be physically stored within an appropriate security container in accordance with the highest level of information sensitivity that is stored on the device. Such a security container must be present on the contractor's premises (Pro A and B = Padlock security Container / Pro C and Secret Integrated Dial Lock security container - refer to [http://www.rcmp-grc.gc.ca/ts-st/reslim/pubs/seq/html/home\\_e.htm](http://www.rcmp-grc.gc.ca/ts-st/reslim/pubs/seq/html/home_e.htm) for more information).

**Electronic Transmission of Departmental Data**

When there is a requirement to electronically transmit departmental data between the contractor and AANDC, the contractor must ensure that only the approved method is used 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 AANDC personnel. The use of electronic transmission methods other than those listed below is prohibited.

Note: The department has Certified and Accredited its remote connectivity services for access to and/or transmission of information up to Protected B. AANDC accepts any residual risk for their use during the contract. Therefore, an IT inspection by PWGSC to verify remote access services is not required.

| Classification Level | AANDC Approved Transmission Methods | Requirements   |
|----------------------|-------------------------------------|--|
| Protected A          | Email                               | <p>The Contractor can transmit Protected A Data to AANDC 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 AANDC 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 AANDC 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:</li> </ul> |

**IT Security Requirements**

**Contract # 1000180631**

**Unclassified**

|                           |  |   |
|---------------------------|--|---|
|                           |  | <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>  |
| <p><b>Protected B</b></p> | <p><b>Encrypted and Digitally Signed eMail</b></p> | <p>The Contractor can transmit Protected B Data to AANDC 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> |
|                           | <p><b>Wireless Communications</b></p>              | <p>If a wireless access point is installed on the contractor's premises, and devices processing AANDC 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> </ul> </li> </ul>  |



**IT Security Requirements**

**Contract # 1000180631**

**Unclassified**

|  |   |   |
|--|---|---|
|  |   | <ul style="list-style-type: none"> <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>   |
|  | <b>AANDC Secure File Exchange Service</b> | <p>The Contractor can transmit Protected B Data via AANDC'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 AANDC; and</li> <li>• The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (<a href="https://sfsa-sfee.aandc.ca/policy/sfe-Acceptable-use-policy.html">https://sfsa-sfee.aandc.ca/policy/sfe-Acceptable-use-policy.html</a>)</li> </ul> |
|  | <b>AANDC Collaboration Service</b>        | <p>The Contractor can transmit Protected B Data via AANDC's Collaboration 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 each user by AANDC.</li> </ul>  |
|  | <b>Fax</b>                                | <p>The Contractor can transmit Protected B Data to AANDC via fax as long as the following requirements are met:</p> <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>   |

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**ANNEX D  
INDEPENDENT BID DETERMINATION - CERTIFICATION**

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

\_\_\_\_\_  
Corporate Name of Recipient of this Submission

for:

\_\_\_\_\_  
Name and Number of Bid and Project

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

\_\_\_\_\_  
Name of Tendering Authority

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

I certify, on behalf of:

\_\_\_\_\_  
Corporate Name of Bidder or Tenderer (hereinafter "Bidder")

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a) has been requested to submit a bid in response to this call for bids;
  - b) could potentially submit a bid in response to this call for bids based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
  - a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;

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- b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a bid; or
  - d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

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Printed Name and Signature of Authorized Agent of Bidder

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Position Title

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Date

**ANNEX E  
INSURANCE REQUIREMENTS  
COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. **Owners' or Contractors' Protective Liability:** Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. **Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.**

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

