# **TABLE OF CONTENTS**

PART	1 - GENERAL INFORMATION	4
1.1	Introduction	4
1.2	SUMMARY	
1.3	SECURITY REQUIREMENTS	
1.4	Debriefings	
1.5	ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS)	
	2 - OFFEROR INSTRUCTIONS	
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	
2.2	SUBMISSION OF OFFERS	
2.3	FORMER PUBLIC SERVANT	
2.4	ENQUIRIES - REQUEST FOR STANDING OFFERS	
2.5	APPLICABLE LAWS	
PART	3 - OFFER PREPARATION INSTRUCTIONS	10
3.1	Offer Preparation Instructions	
ATT	ACHMENT 1 TO PART 3 - OFFER SUBMISSION FORM	12
PART	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	14
4.1	Definitions	1/
4.2	EVALUATION PROCEDURES.	
4.3	BASIS OF EVALUATION.	
4.4	Reference Checks	
4.4	TECHNICAL EVALUATION	
4.5	FINANCIAL EVALUATION	
4.6	BASIS OF SELECTION	
PART	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	70
5.1 5.2	CERTIFICATIONS REQUIRED WITH THE OFFER	
PART	6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	
6.1	SECURITY REQUIREMENTS	71
6.2	FINANCIAL CAPABILITY	71
6.3	Insurance Requirements	71
PART	7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	72
A. S	TANDING OFFER	12
7.1	Offer	72
7.2	SECURITY REQUIREMENTS	
7.3	STANDARD CLAUSES AND CONDITIONS	
7.4	TERM OF STANDING OFFER	74
7.5	AUTHORITIES	
7.6	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
7.7	IDENTIFIED USERS	
7.8	NUMBERS OF STANDING OFFERS	
7.9	CALL-UP ALLOCATION AND PROCEDURES	
7.10		
7.11		
	FINANCIAL LIMITATION	
	PRIORITY OF DOCUMENTS.	
	CERTIFICATIONS AND ADDITIONAL INFORMATION	
7.15	APPLICABLE LAWS	/8

7.16	Transition to an e-Procurement Solution (EPS)	78
B. RES	BULTING CONTRACT CLAUSES	80
7.1	STATEMENT OF WORK	80
7.2 7.3	STANDARD CLAUSES AND CONDITIONS	80
7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	80
7.5 7.6	PAYMENTInvoicing Instructions	8t
7.7		
	X "A" - STATEMENT OF WORK	
ANNE	X "B" – BASIS OF PAYMENT	117
ANNE	X "C" - SECURITY REQUIREMENTS CHECK LIST (SRCL)	119
ANNE	X "D" – SECURITY SAFEGUARDING REQUIREMENTS	<b>12</b> 1

# **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

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

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

The Annexes include the Statement of Work (SOW), the Basis of Payment, the Security Requirements Checklist (SRCL), the IT Security Safeguarding Requirements, and any other annexes.

## 1.2 Summary

- 1.2.1. This Request for Standing Offers (RFSO) is being issued to satisfy the requirement of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) for Contaminated Site and Major Mine Closure Project & Portfolio Management Support Services. It is intended to result in the award of up to nine (9) National Individual Standing Offers (NISOs), each of which is for one (1) three-year period, plus two (2) irrevocable option one-year periods allowing Canada to extend the term of the NISO.
- 1.2.2. The RFSO is to establish NISOs for the delivery of the requirement, to the Identified Users across Canada. Some of the locations in which the Offerors may be required to perform work or deliver services are within areas subject to by Comprehensive Land Claims Agreements (CLCAs). These include, but are not necessarily limited to:

Location	Related CLCA(s)
British Columbia	Maa-nulth Final Agreement Nisga'a Final Agreement Tsawwassen First Nation Final Agreement
Newfoundland and Labrador	Labrador Inuit Land Claims Agreement
Northwest Territories	Gwich'in Comprehensive Land Claim Agreement Inuvialuit Final Agreement Sahtu Dene and Metis Comprehensive Land Claims Agreement

Location	Related CLCA(s)
	Tlicho Land Claims Agreement
Nunavut	Nunavik Inuit Land Claims Agreement
	Nunavut Land Claims Agreement
Québec	Eeyou Marine Region Land Claims Agreement
	James Bay and Northern Québec Agreement (JBNQA)
	The Northeastern Québec Agreement
	Nunavik Inuit Land Claims Agreement
Yukon	Yukon Umbrella Final Agreement, which includes but does not
	limit to:
	Carcross/Tagish First Nation Final Agreement
	Champagne and Aishihik First Nation Final Agreement
	Kluane First Nation Final Agreement
	Kwanlin Dun First Nation Final Agreement
	Little Salmon / Carmacks First Nation Final Agreement
	First Nation of Nacho Nyak Dun Final Agreement
	Selkirk First Nation Final Agreement
	Ta'an Kwach'an Council Final Agreement
	Teslin Tlingit Council Final Agreement
	Tr'ondëk Hwëch'in Final Agreement
	Vuntut Gwitchin First Nation Final Agreement

1.2.3. Through this open-bidding competitive procurement process, in each Service Stream as set out in the table below, CIRNAC seeks to award up to three (3) Standing Offer Agreements (SOAs), namely NISOs.

Service Streams
Stream 1: Contaminated Site Project Portfolio Services
Stream 2: Major Mine Closure Project Services
Stream 3: Contaminated Site Project Valuation, Insolvency Management and Re-
commercialization

# 1.3 Security Requirements

There are security requirements associated with the requirement of the RFSO. 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 <a href="Contract Security Program">Contract Security Program</a> of Public Works and Government Services Canada (<a href="http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html">http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</a>) website.

#### 1.4 Debriefings

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

# 1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's press release provides additional information.

#### **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 <a href="Standard Acquisition Clauses and Conditions Manual">Standard Acquisition Clauses and Conditions Manual</a> (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) 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 <u>2006</u> (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 180 days

#### 2.2 Submission of Offers

- 2.2.1 Offers MUST be received by CIRNAC at the email address identified, by the date and time on the cover page of the solicitation. Offers MUST NOT be sent directly to the Standing Offer Authority or Project Authority. Canada will not be responsible for offers delivered to a different address. Offers sent directly to the Standing Offer Authority or the Project Authority will not be considered.
- 2.2.2 The email address indicated on the cover page of the solicitation is for the purpose of offers submission and enquiries concerning that solicitation. No other communications are to be forwarded to this address.

More than one email can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).

Canada will take no responsibility if an offer is not received on time because the email was refused by a server for the following reasons:

- The size of attachments exceeds 10 MB;
- The email was rejected or put in quarantine because it contains executable code (including macros);
- The email was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.

Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, **will not** be accepted. All documents submitted must be attached to the email.

It is strongly recommended that Offerors confirm with the Standing Offer Authority that their complete offer is received. For this same reason, it is recommended that in cases where more than one (1) email containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.

2.2.3 Canada requires that each offer, at closing date and time or upon request from the Standing Offer Authority, be signed by the Offeror or by an authorized representative of the Offeror. If any required signature(s) are not submitted as requested, the Standing Offer Authority may inform the Offeror of a time frame within which to provide the signature(s). Failure to comply with the request of the Standing Offer Authority and to provide the signature(s) within the time frame provided may

render the offer non-responsive. If an offer is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of <u>2003</u> (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements.

- **2.2.4** It is the Offeror's responsibility to:
  - a. obtain clarification of the requirements contained in the offer solicitation, if necessary, before submitting an offer;
  - b. prepare its offer in accordance with the instructions contained in the RFSO;
  - c. submit by closing date and time a complete offer;
  - d. send its offer only to the address specified on the cover page of the RFSO;
  - e. ensure that the Offeror's name, return address, and the RFSO reference number are clearly visible on the envelope or the attachment(s) containing the offer; and,
  - f. provide a comprehensible and sufficiently detailed offer, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.
- 2.2.5 Offers received on or before the stipulated offer closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Offerors. All offers will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- **2.2.6** Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with an Offeror's offer. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.
- **2.2.7** An offer cannot be assigned or transferred in whole or in part.

#### 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 FPSs, Offerors must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### a. Definitions

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

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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.

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

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

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

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

- (i) name of former public servant;
- (ii) 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 <a href="Contracting Policy Notice: 2012-2">Contracting Policy Notice: 2012-2</a> and the Guidelines on the Proactive Disclosure of Contracts.

## c. Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) 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 <u>fifteen (15)</u> calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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# 2.5 Applicable Laws

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

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

# **PART 3 - OFFER PREPARATION INSTRUCTIONS**

# 3.1 Offer Preparation Instructions

Canada requests that the Offeror submits its offer in accordance with section 08 of the <u>2006</u> standard instructions. An Offer **MUST** be gathered per section and separated as follows:

Section I: Technical Offer (1 electronic copy, PDF format)
Section II: Financial Offer (1 electronic copy, PDF format)
Section IV: Additional Information (1 electronic copy, PDF format)
(1 electronic copy, PDF format)

Prices MUST appear in the Financial Offer only. Prices shall not be indicated in any other section of the Offer. The Offeror's failure to comply with this condition will result in the Offer being declared non-compliant and being given no further consideration.

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 the Offeror wish to provide screen shots of its website, etc. 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 as a qualified proof.** 

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

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

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

An Offeror, including related entities, can submit Offers on multiple Service Streams separately in response to this RSFO. Offers MUST be submitted on the "per Service Stream" basis. A completely separate Offer, including Technical Offer, Financial Offer, Certifications and Other information, MUST clearly identify for which Service Stream it submits. Offerors are strongly encouraged to use the Offer Submission Forms provided in Attachment 1 to Part 3 to support the consistent organization of Offers.

An Offeror may offer in one (1), two (2) or all three (3) of the following Service Streams:

- Stream 1: Contaminated Site Project Portfolio Services;
- Stream 2: Major Mine Closure Project Services:
- Stream 3: Contaminated Site Project Valuation, Insolvency Management and Re-commercialization Services.

For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to an Offeror if:

- a) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- b) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act,
- c) the entities have now or in the two years before offer closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- d) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

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e) Individual members of a joint venture cannot participate in another offer, either by submitting an offer alone or by participating in another joint venture.

#### Section I: Technical Offer

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

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

Part 4, Evaluation Procedures and Basis of Selection, contains additional instructions that Offerors should consider when preparing their technical offers.

#### Section II: Financial Offer

Offerors MUST submit their Financial Offers in accordance with Financial Tables detailed in article 4.5.3.

The Financial Offer **MUST** include all costs for the requirement described in the RFSO for the entire Offer Period, including any option periods.

When preparing their Financial Offer, Offerors should review clauses in the article 4.5 - Financial Evaluation, of Part 4 of the RFSO; and article 7.5 - Payment, of Part 7 (B) of the RFSO.

### 3.1.1 Electronic Payment of Invoices - Offer

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

#### 3.1.2 Exchange Rate Fluctuation

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

#### Section III: Certifications

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

#### Section IV: Additional Information

# 3.1.3 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.3.1 As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and offered individuals' sites 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

3.1.3.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Offeror and offered individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

# ATTACHMENT 1 to PART 3 - OFFER SUBMISSION FORM

OFFER SUBMISSION FORM	
Offeror's full legal name	
Which Service Stream offered for?	
Authorized Representative of Offeror for	Name
evaluation purposes (e.g., clarifications)	Title
	Address
	Telephone #
	Fax #
Offered Dressman of Dresings Number	Email
Offeror's Procurement Business Number (PBN)	
[see the Standard Instructions 2003]	
[Note to Offerors: Please ensure that the PBN you provide matches the legal name under which you have submitted your Offer. If it does not, the Offeror will be determined based on the legal name provided, not based on the PBN, and the Offeror will be required to submit the PBN that matches the legal name of the Offeror.]	
Jurisdiction of Contract: Province or territory in Canada the Offeror wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants	Is the Offeror a FPS in receipt of a pension as defined in the RFSO?
See the Article in Part 2 of the RFSO	
entitled Former Public Servant for a definition of "Former Public Servant".	Yes No
dominion of a cinion rabine convaint.	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Offeror a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?
	Yes No
	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"

ı	
I	Security Clearance Level of Offeror
	[include both the level and the date it was granted]
	[Note to Offerors: Please ensure that the security clearance matches the legal name of the Offeror. If it does not, the security clearance is not valid for the Offeror.]

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Definitions

The following definitions apply to all Mandatory Requirements and Point-Rated Criteria. All other defined terms are as set out in the Annex "A" – Statement of Work.

- "Offeror" refers to the legal entity having submitted an Offer for evaluation, and which, if successful in the evaluation process, must execute the Standing Offer Agreement.
- "MUST", whether capitalized or not, refers to a requirement. In response to a Mandatory
  Requirement, failure on the part of the Offer to provide the information or demonstrate it meets a
  requirement expressed by "MUST", will result in the Offer being deemed non-compliant and no further
  consideration given. In response to a Rated Criterion, failure on the part of the Offer to provide the
  information or demonstrate it meets a requirement expressed by "MUST", will result in the Offer not
  being assessed any points.
- "Resource" refers to the named individual(s) offered by an Offeror (whether employed or subcontracted by the Offeror) to deliver Services under any resulting Standing Offer Agreement. Each offered Resource will be evaluated separately in the category and Service Stream(s) in which he/she is offered.
- "Should" refers to a desired element. Failure on the part of the Offer 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 Offer receiving less than full points on any Point-Rated Criteria. Offerors are encouraged to address all elements expressed by "should".
- "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 work engagement, will not be considered "substantiated." Similarly, a reiteration of the text of the Point-Rated Criteria, on its own, will not be eligible to receive points.
- "Responsive Offer" is defined as an Offer meeting ALL Mandatory Requirements and meeting an overall pass mark of 70% on Point-Rated Criteria R1-R6.
- "Work engagement", for the purposes of demonstrating the Offeror's work experience, is defined
  as follows:
  - a) Work engagement is a summary of the services delivered by an Offeror to a client in support of either or both of: a client's Project or a client's Portfolio; as specified in each respective Criterion.
  - b) The Offeror's work has a beginning and an end date and delivers a result.
  - c) The Offeror's work described must be of the minimum duration required in the Mandatory Requirement (see Mandatory Requirement M1).
  - d) Other substantiating information is as required in Mandatory Requirement M1.
  - e) The repetition of tasks performed for the same client Project or Portfolio, whether occurring concurrently or consecutively, is not considered to be a distinct work engagement for the purposes of this evaluation.
- "Work engagement", for the purposes of demonstrating an offered Resource's work experience, is
  defined as follows:
  - a) Work engagement is a summary of the services delivered by a Resource to its employer or to a client in support of either or both of: a client's Project or a client's Portfolio; as specified in each respective Criterion.
  - b) The work has a beginning and an end date and delivers a result.

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

#### 4.2 Evaluation Procedures

- a) There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Offeror has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers (RFSO) including the technical and financial evaluation criteria. Offers against each Service Stream will be evaluated separately against the evaluation criteria applicable to the Service Stream in which the Offer is submitted.
- c) An evaluation team composed of representatives of CIRNAC will evaluate the offers.
- d) For Service Streams 1 and 2, the Selection and Evaluation Process for Offers consists of the following five (5) stages:
  - Stage 1: Offers will be evaluated on Mandatory Requirements M1-M3;
  - Stage 2: Offers meeting ALL of M1-M3 will be evaluated on the basis of Point-Rated Criteria R1-R6;
  - Stage 3: Offers meeting an overall pass mark of 70% on Point-Rated Criteria R1-R6 will be evaluated on the basis of R7 Offer Quality and the scores for R1-R7 summed and weighted to arrive at the total Technical Score for the Offer;
  - Stage 4: Offers meeting the overall pass mark of 70% on Point-Rated Criteria R1-R6 and evaluated on Point-Rated Criterion R7 will be evaluated on the basis of their Financial Offer to arrive at the total Financial Score for the Offer:
  - Stage 5: Offers' total Technical Scores and Financial Scores will be summed to arrive at a Total Score for the Offer.
- e) For Service Stream 3, the Selection and Evaluation Process for Offers consists of the following five (5) stages:
  - Stage 1: Offers will be evaluated on Mandatory Requirements M1-M3;
  - Stage 2: Offers meeting ALL of M1-M3 will be evaluated on the basis of Point-Rated Criteria R1-R6;
  - Stage 3: Offers meeting an overall pass mark of 60% on Point-Rated Criteria R1-R6 will be evaluated on the basis of R7 Offer Quality and the scores for R1-R7 summed and weighted to arrive at the total Technical Score for the Offer;
  - Stage 4: Offers meeting the overall pass mark of 60% on Point-Rated Criteria R1-R6 and evaluated on Point-Rated Criterion R7 will be evaluated on the basis of their Financial Offer to arrive at the total Financial Score for the Offer:
  - Stage 5: Offers' total Technical Scores and Financial Scores will be summed to arrive at a Total Score for the Offer.
- f) Within the Service Stream in which the Offer is submitted, Offers failing to meet the requirements at any above stage will be deemed to be non-compliant at that stage and will be given no further consideration for that Service Stream.
- g) In addition to any other time periods established in the RFSO:

- i. **Requests for Clarifications**: If Canada seeks clarification or verification from the Offeror about its Offer, the Offeror will have 2 working days (or a longer period if specified in writing by the Standing Offer Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the Offer being declared non-responsive.
- ii. Requests for Further Information: If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
  - A. verify any or all information provided by the Offeror in its Offer; or
  - B. contact any or all references supplied by the Offeror (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Offeror.

The Offeror must provide the information requested by Canada within five (5) working days of a request by the Standing Offer Authority.

iii. **Extension of Time:** If additional time is required by the Offeror, the Standing Offer Authority may grant an extension in his sole discretion.

#### 4.3 Basis of Evaluation

- a) Evaluation is based on a "rules of evidence" approach, such that the Offer is the sole demonstration of the Offeror's capacity to fulfill the requirement, as described within the RFSO. No prior knowledge of or experience with the Offeror on the part of the CIRNAC evaluation team will be taken into consideration.
- b) To meet the requirements described herein, the <u>experience of the Offeror</u> 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.**
- c) For Resource experience, the <u>experience of the Resource</u> with any organization (whether the Offeror, another company or employer) will be considered, provided it demonstrates the experience of the Resource. Resource experience gained during formal education will not be considered work experience. All requirements for work experience must have been obtained in a professional work environment as opposed to an educational setting. Co-op terms or other field work through a University or college that were conducted in conjunction with a professional firm are considered work experience only for **Junior-level Resources** and provided they are related to the required Services. Note that Junior-level Resources are only evaluated at time prior to Call-up(s).
- d) The <u>experience of the Offeror</u> and <u>Core Resources</u> (refer to the SOW article 7.1.1) is calculated as of the <u>posting date</u> of the RFSO. For example, if a given requirement states "...must have experience, within the last ten (10) years", then the ten (10) year period is calculated as of the posting date of the RFSO.
- e) The month(s) of individual Resource experience listed for a work engagement in which the time frame overlaps that of another referenced work engagement for the same named Resource will only be counted once. For example: work engagement #1 time frame is July 2009 to December 2009; work engagement #2 time frame is October 2009 to January 2010; the total months of experience for these two work engagements is seven (7) months.
- f) Offerors are required to demonstrate how the experience of the Offeror and offered Resources meets the requirements stated in the Mandatory Requirements and Point-Rated Criteria. Timeframes of the Offeror's or Resources' experience should be identified by start date (Month and Year) and end date (Month and Year). A simple repetition of the requirements or of the Statement of Work contained in the RFSO will not be considered to demonstrate the experience of the Offeror or offered Resources. Similarly, listing experience without providing any supporting information describing where, when and how such experience was obtained may result in the experience not being included for evaluation purposes.

#### 4.4 Reference Checks

- a) Canada reserves the right to conduct reference checks to verify the information contained within the submitted Offer. If Canada does not receive a response from the contact person within the 5 working days, Canada may contact the Offeror and permit the substitution of an alternate contact person, however, Canada will not permit the substitution for the 3<sup>rd</sup> time.
- b) Wherever information provided by a reference differs from the information supplied by the Offeror, the information supplied by the reference will be the information evaluated. In the event that any cited reference provides a negative response in regard to the veracity and/or accuracy of the information contained within the Offer, Canada reserves the right to deem the requirement non-compliant, whereupon no further consideration will be given.
- c) Points will not be allocated and/or an Offeror will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Offeror itself (for example, the customer cannot be the customer of an affiliate of the Offeror instead of being a customer of the Offeror itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Offeror.
- d) Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all Offerors who have not, at that point, been found non-responsive.

#### 4.4 Technical Evaluation

### 4.4.1 Mandatory Technical Criteria

Offers must meet all Mandatory Requirements to be considered for further evaluation in the Service Stream in which it is submitted. Failure on the part of the Offer to meet any one (1) of these requirements will result in their Offer being deemed non-compliant, with the Offer being given no further consideration.

## Stream 1: Contaminated Site Project Portfolio Services

1-M	1. Offeror Work Engagements	Compliant (Yes/No)	Page #
1.1	The Offeror <b>MUST</b> provide three (3) written Work engagements each demonstrating the experience of the Offeror in providing Services that are clearly related to the Services scope of Stream 1, as described in the SOW Sections 5.2.1-5.2.15, to clients external to the Offeror's organization.		
1.2	All cited Work engagements <b>MUST</b> be work done by the Offeror as an entity (see <b>Note 1</b> below).		
1.3	All cited Work engagements <b>MUST</b> have taken place within the last ten (10) years as of the posting date of the RFSO.		
1.4	The cited Work engagements may be on-going, but <b>MUST</b> demonstrate work completed as follows:		
	<ul><li>a) For one (1) Work engagement, no less than a duration of 12 months of Offeror work completed; and</li><li>b) For two (2) Work engagements, no less than a duration of six (6) months of Offeror work completed.</li></ul>		

1-M1.	Offeror Work Engagements	Compliant (Yes/No)	Page #
	wo (2) Work engagements <b>MUST</b> be in support of a Project with a value Capital value or liability value) of at least CAD\$20 Million.		
	ne (1) other Work engagement <b>MUST</b> be in support of a client Portfolio ith a value (Capital value or liability value) of at least CAD\$ 20 Million.		
	t least one (1) of the cited Work engagements <b>MUST</b> demonstrate the elivery of services for a client's Contaminated Site Project.		
de be	t least two (2) of the cited Work engagements <b>MUST</b> demonstrate the elivery of services for a client's Project where implementation work has een partially or fully completed, and demonstrating the Project is either apital Project or Mining Project.		
	t least one (1) of the cited Work engagements <b>MUST</b> demonstrate the fferor's experience working with or engaging with:		
a) b) c)	Indigenous community stakeholders; OR		
w ad pr	t least one (1) of the Offeror's Resources who is offered and compliant ith the requirements of Mandatory Requirement 1-M3 <b>MUST</b> have been ctively involved in at least one (1) of the cited Work engagements and roviding the same level of expertise as the Resource category in which the dividual is presently offered.		
Fo inv Pro to rep	s not required that the Resource was engaged by the Offeror at that time. In the purpose of this requirement, "actively involved" means demonstrated colvement of the Resource in more than one (1) milestone or stage of a object's lifecycle; providing active management-level decision and direction the delivery of the work. For clarity quality assurance/quality control or corting alone are not considered to demonstrate the Resource was etively involved".		
	osts to the client and timelines of the cited Work engagements <b>MUST</b> be early defined, as follows:		
(a)	Dollar value (\$CAD) of the client's Project or client's Portfolio (to the client) to which the Offeror's Services contributed ( <i>i.e. the client's overall Project value(s), including client Project(s) costs such as Capital costs, liability, etc.</i> );		
b)	Dollar value (\$CAD) of the Offeror's completed services for the Work engagements (to the Offeror) (i.e. the Offeror's overall invoice total for services provided to the client for the described completed work);		
c)	The dates/duration of the Offeror's engagement in the delivery of services to the client.		
ทเ	he Offeror <b>MUST</b> indicate the name, address, and one (1) of the telephone umber or e-mail address of the client Project Authority to whom the Offeror eported.		
Note 1	: For the purpose of evaluation under Mandatory Requirement 1-M1, the fo	llowing will be	•

1-M1. Offeror Work Engagements	Compliant (Yes/No)	Page #	
	( /		1

considered as the Offeror's experience:

- a) Work engagement experience by the offering entity (i.e. the signatory to the Offer); or
- b) Work engagement experience completed by a firm that has merged with or was acquired by the Offeror; or
- c) In the case of Joint Ventures submitting an Offer, Work engagements may be demonstrated by any firm that is a part of the Joint Venture, provided that one (1) Work engagement is demonstrated to have been undertaken **by the lead firm** of the Joint Venture.

The onus is on the Offeror to clearly demonstrate within its submitted Work engagements which entity/firm (as defined in (a) through (c) above) completed the Work engagement.

All Work engagements submitted by Offerors **MUST** be in direct relation to contracts that were entered into and completed by the Offeror (as defined in a) through c) above) with the named client organization contained within the Work engagement.

The purpose of 1-M1 is to ascertain if the Offeror has previously entered into and completed similar/relevant Work. Work engagements completed by individual offered <u>Resources</u> for entities other than the Offeror are considered elsewhere.

Therefore, as evidence of compliance with 1-M1, if the Work engagement was not contractually entered into and successfully completed by the Offeror (as defined in this Note 1), the Work engagement cannot be submitted as evidence of the Offeror's compliance with 1-M1.

1-M	2. Offeror Resource Team Structure	Compliant (Yes/No)	Page #
2.1	The Offeror <b>MUST</b> provide a completed table "Offeror Resource Team Structure form" (template provided as requested), identifying the Offeror's capacity in the Resource categories of this Stream and the names of its Resources who it offers to make available to CIRNAC.		
2.2	This <b>MUST</b> include, at a minimum, the Core Team of Resources, as required in Mandatory Requirement 1-M3 below.		

	4 M2 Proposed Care Team of Passaurees	Compliant	Page	
1-M3. Proposed Core Team of Resources	(Yes/No)	#		

1-M3. Proposed Core Team of Resources	Compliant (Yes/No)	Page #
The Offeror <b>MUST</b> offer a <b>Core Team</b> of Resources, consisting of the following Resources:		
a) <b>Principal / Project Leader</b> – The Offeror <b>MUST</b> offer at least two (2) Resources, at least one (1) of whom <b>MUST</b> demonstrate the qualifications fo the category in the SOW Section 7.3.1.1;		
b) Senior Consultant – The Offeror MUST offer at least three (3) Resources, at least two (2) of whom MUST demonstrate the qualifications for the category in the SOW Section 7.3.1.1;		
c) Senior Subject Matter Expert – Contaminated Site Project Lifecycle – The Offeror MUST offer at least one (1) Resource but can offer up to two (2) Resources, one (1) of whom MUST demonstrate the qualifications for the category in the SOW Section 7.3.1.1.		
The minimum number of Resources per category specified above <b>MUST</b> demonstrate the qualifications. Only those Resources determined to meet the minimum qualifications will be further evaluated. The Resources per Resource category will be evaluated in the order in which they appear in the Offer as set out in the completed table "Offeror Resource Team Structure form".		
In the event the first named Resource for the Resource category is not compliant with the requirements of the Resource category in which he/she is offered, Canada will evaluate next offered Resource until up to the maximum number of Resources per category permitted to be offered against this Mandatory Requirement 1-M3.		

# **Stream 2: Major Mine Closure Project Services**

2-M	1. Offeror Work Engagements	Compliant (Yes/No)	Page #
1.1	The Offeror <b>MUST</b> provide three (3) written Work engagements each demonstrating the experience of the Offeror in providing Services that are clearly related to the Services scope of Stream 2, as described in the SOW Sections 5.3.1-5.3.8, to clients external to the Offeror's organization.		
1.2	All cited Work engagements <b>MUST</b> be work done by the Offeror as an entity (see <b>Note 1</b> below).		
1.3	All cited Work engagements <b>MUST</b> have taken place within the last ten (10) years as of the posting date of the RFSO.		
1.4	The cited Work engagements may be on-going, but <b>MUST</b> demonstrate work completed as follows:		
	<ul> <li>a) One (1) Work engagement, no less than duration of 24 months of Offeror work completed; and</li> <li>b) Two (2) other Work engagements, no less than duration of six (6) months of Offeror work completed.</li> </ul>		
1.5	The cited Work engagements MUST demonstrate:		
	<ul> <li>a) One (1) Work engagement, in support of a Major Project with a value (Capital value or liability value) of at least CAD\$100 Million.</li> <li>b) Two (2) other Work engagements, each in support of a different Major Project with a value (Capital value or liability value) of at least CAD\$50 Million.</li> </ul>		
1.6	At least one (1) of the Work engagements <b>MUST</b> demonstrate the delivery of services for a client's Mine Closure Project.		
1.7	At least two (2) of the cited Work engagements <b>MUST</b> demonstrate the delivery of services for a client's Project where implementation work has been partially or fully completed, and demonstrating the Project is one of the following:		
	<ul><li>a) Capital Project; OR</li><li>b) Infrastructure Project; OR</li><li>c) Contaminated Site Project</li></ul>		
1.8	At least one (1) of the cited Work engagements <b>MUST</b> demonstrate the Offeror's experience working with or engaging with:		
	<ul> <li>a) Indigenous Project proponents; OR</li> <li>b) Indigenous community stakeholders; OR</li> <li>c) Indigenous joint venture partners of the Offeror in the delivery of the services;</li> </ul>		

2-M1. Offeror Work Engagements	Compliant (Yes/No)	Page #
1.9 At least one (1) of the Offeror's Resources who is offered and compliant with the requirements of Mandatory Requirement 2-M3 <b>MUST</b> have been actively involved in at least one (1) of the cited Work engagements and providing the same level of expertise as the Resource category in which the individual is presently offered.		
It is <u>not</u> required that the Resource was engaged by the Offeror at that time. For the purpose of this requirement, "actively involved" means demonstrated involvement of the Resource in more than one (1) milestone or stage of a Project's lifecycle; providing active management-level decision and direction to the delivery of the work. For clarity quality assurance/quality control or reporting alone are not considered to demonstrate the Resource was "actively involved".		
1.10 Costs to the client and timelines of the cited Work engagements <b>MUST</b> be clearly defined, as follows:		
d) Dollar value (\$CAD) of the client's Project (to the client) to which the Offeror's Services contributed (i.e. the client's overall Project value(s), including client Project(s) costs such as Capital costs, liability, etc.);		
e) Dollar value (\$CAD) of the Offeror's completed services for the Work engagements (to the Offeror) (i.e. the Offeror's overall invoice total for services provided to the client for the described completed work);		
f) The dates/duration of the Offeror's engagement in the delivery of services to the client.		
1.11 The Offeror <b>MUST</b> indicate the name, address, and one (1) of the telephone number or e-mail address of the client Project Authority to whom the Offeror reported.		

**Note 1:** For the purpose of evaluation under Mandatory Requirement 2-M1, the following will be considered as the Offeror's experience:

- a) Work engagement experience by the offering entity (i.e. the signatory to the Offer); or
- b) Work engagement experience completed by a firm that has merged with or was acquired by the Offeror; or
- c) In the case of Joint Ventures submitting an Offer, Work engagements may be demonstrated by any firm that is a part of the Joint Venture, provided that one (1) Work engagement is demonstrated to have been undertaken **by the lead firm** of the Joint Venture.

The onus is on the Offeror to clearly demonstrate within its submitted Work engagements which entity/firm (as defined in (a) through (c) above) completed the Work engagement.

All Work engagements submitted by Offerors **MUST** be in direct relation to contracts that were entered into and completed by the Offeror (as defined in a) through c) above) with the named client organization contained within the Work engagement.

The purpose of 2-M1 is to ascertain if the Offeror has previously entered into and completed similar/relevant Work. Work engagements completed by individual offered <u>Resources</u> for entities other than the Offeror are considered elsewhere.

Therefore, as evidence of compliance with 2-M1, if the Work engagement was not contractually entered into and successfully completed by the Offeror (as defined in this Note 1), the Work engagement cannot be submitted as evidence of the Offeror's compliance with 2-M1.

2-M	2. Offeror Resource Team Structure	Compliant (Yes/No)	Page #
2.1	The Offeror <b>MUST</b> provide a completed table "Offeror Resource Team Structure form" (template provided as requested), identifying the Offeror's capacity in the Resource categories of this Stream and the names of its Resources who it offers to make available to CIRNAC.		
2.2	This <b>MUST</b> include, at a minimum, the Core Team of Resources, as required in Mandatory Requirement 2-M3 below.		

2-1	//3. Proposed Core Team of Resources	Compliant (Yes/No)	Page #
	The Offeror <b>MUST</b> offer a <b>Core Team</b> of Resources, consisting of the following Resources:		
a)	Principal / Project Leader – The Offeror MUST offer at least two (2) Resources, at least one (1) of whom MUST demonstrate the qualifications for the category in the SOW Section 7.3.2.1;		
b)	<b>Senior Consultant</b> – The Offeror <b>MUST</b> offer at least three (3) Resources, at least two (2) of whom <b>MUST</b> demonstrate the qualifications for the category in the SOW Section 7.3.2.1;		
c)	Senior Subject Matter Expert – Mine Closure Project Lifecycle – The Offeror MUST offer at least one (1) Resource but can offer up to two (2) Resources, one (1) of whom MUST demonstrate the qualifications for the category in the SOW Section 7.3.2.1.		
d)	Senior Subject Matter Expert – Major Project Management – The Offeror MUST offer one (1) Resource but can offer up to two (2) Resources, one (1) of whom MUST demonstrate the qualifications for the category in the SOW Section 7.3.2.1;		
e)	Senior Subject Matter Expert – Contaminated Site Project Control / Project Health – The Offeror MUST offer one (1) Resource but can offer up to two (2) Resources, one (1) of whom MUST demonstrate the qualifications for the category in the SOW Section 7.3.2.1.		
der mir cat	e minimum number of Resources per category specified above <b>MUST</b> monstrate the qualifications. Only those Resources determined to meet the nimum qualifications will be further evaluated. The Resources per Resource egory will be evaluated in the order in which they appear in the Offer as set in the completed table "Offeror Resource Team Structure form".		
wit Ca Re	the event the first named Resource for the Resource category is not compliant the requirements of the Resource category in which he/she is offered, nada will evaluate next offered Resource until up to the maximum number of sources per category permitted to be offered against this Mandatory quirement 2-M3.		

# Stream 3: Contaminated Site Project Valuation, Insolvency Management and Recommercialization Services

3-M	1. Offeror Work Engagements	Compliant (Yes/No)	Page #
1.1	1.1 The Offeror <b>MUST</b> provide three (3) written Work engagements each demonstrating the experience of the Offeror in providing Services that are clearly related to the Services scope of Stream 3, as described in the SOW Sections 5.4.1-5.4.13, to clients external to the Offeror's organization.		
1.2	All cited Work engagements $\textbf{MUST}$ be work done by the Offeror as an entity (see $\textbf{Note 1}$ below).		
1.3	All cited Work engagements <b>MUST</b> have taken place within the last ten (10) years as of the posting date of the RFSO.		
1.4	The cited Work engagements may be on-going, but <b>MUST</b> demonstrate work completed as follows:		
	<ul><li>a) For one (1) Work engagement, no less than a duration of 12 months of Offeror work completed; and</li><li>b) For two (2) Work engagements, no less than a duration of six (6) months of Offeror work completed.</li></ul>		
1.5	Cited Work engagements <b>MUST</b> demonstrate experience in planning and implementing arrangements under the <i>Companies Creditor Arrangement Act (CCAA)</i> and <i>Bankruptcy and Insolvency Act (BIA)</i> .		
1.6	All cited Work engagements <b>MUST</b> be in support of an actual insolvency.		
1.7	At least one (1) of the cited Work engagements <b>MUST</b> demonstrate the delivery of services in support of Mining insolvency.		
1.8	At least one (1) of the Offeror's Resources who is offered and compliant with the requirements of Mandatory Requirement 3-M3 <b>MUST</b> have been actively involved in at least one (1) of the cited Work engagements and providing the same level of expertise as the Resource category in which the individual is presently offered.		
	It is <u>not</u> required that the Resource was engaged by the Offeror at that time. For the purpose of this requirement, "actively involved" means demonstrated involvement of the Resource in more than one (1) milestone or stage of a Project's lifecycle; providing active management-level decision and direction to the delivery of the work. For clarity quality assurance/quality control or reporting alone are not considered to demonstrate the Resource was "actively involved".		
1.9	Costs to the client and timelines of the cited Work engagements <b>MUST</b> be clearly defined, as follows:		
	<ul> <li>a) Dollar value (\$CAD) of the liabilities or value of assets to be liquidated for which the Offer provided services;</li> <li>b) Dollar value (\$CAD) of the Offeror's completed services for the Work engagements (to the Offeror) (i.e. the Offeror's overall invoice total for services provided to the client for the described completed work);</li> </ul>		
	<ul> <li>The dates/duration of the Offeror's engagement in the delivery of services to the client.</li> </ul>		

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3-M1. Offeror Work Engagements	Compliant (Yes/No)	Page #
1.10 The Offeror <b>MUST</b> indicate the name, address, and one (1) of the telephone number or e-mail address of the client Project Authority to whom the Offeror reported.		

**Note 1:** For the purpose of evaluation under Mandatory Requirement 3-M1, the following will be considered as the Offeror's experience:

- a) Work engagement experience by the offering entity (i.e. the signatory to the Offer); or
- b) Work engagement experience completed by a firm that has merged with or was acquired by the Offeror; or
- c) In the case of Joint Ventures submitting an Offer, Work engagements may be demonstrated by any firm that is a part of the Joint Venture, provided that one (1) Work engagement is demonstrated to have been undertaken **by the lead firm** of the Joint Venture.

The onus is on the Offeror to clearly demonstrate within its submitted Work engagements which entity/firm (as defined in (a) through (c) above) completed the Work engagement.

All Work engagements submitted by Offerors **MUST** be in direct relation to contracts that were entered into and completed by the Offeror (as defined in a) through c) above) with the named client organization contained within the Work engagement.

The purpose of 3-M1 is to ascertain if the Offeror has previously entered into and completed similar/relevant Work. Work engagements completed by individual offered <u>Resources</u> for entities other than the Offeror are considered elsewhere.

Therefore, as evidence of compliance with 3-M1, if the Work engagement was not contractually entered into and successfully completed by the Offeror (as defined in this Note 1), the Work engagement cannot be submitted as evidence of the Offeror's compliance with 3-M1.

3-M	2. Offeror Resource Team Structure	Compliant (Yes/No)	Page #
2.1	The Offeror <b>MUST</b> provide a completed table "Offeror Resource Team Structure form" (template provided as requested), identifying the Offeror's capacity in the Resource categories of this Stream and the names of its Resources who it offers to make available to CIRNAC.		
2.2	This <b>MUST</b> include, at a minimum, the Core Team of Resources, as required in Mandatory Requirement 3-M3 below.		

3-M3	3-M3. Proposed Core Team of Resources		Compliant (Yes/No)	Page #
	3.1 The Offeror <b>MUST</b> offer a <b>Core Team</b> of Resources, consisting of the following Resources:			
	a)	<b>Principal / Project Leader</b> – The Offeror <b>MUST</b> offer at least one (1) Resource, who <b>MUST</b> demonstrate the qualifications for the category in the SOW Section 7.3.3.1;		
	b)	<b>Senior Consultant</b> – The Offeror <b>MUST</b> offer one (1) Resource who <b>MUST</b> demonstrate the qualifications for the category in the SOW Section 7.3.3.1;		
demo minir cateo	The minimum number of Resources per category specified above <b>MUST</b> demonstrate the qualifications. Only those Resources determined to meet the minimum qualifications will be further evaluated. The Resources per Resource category will be evaluated in the order in which they appear in the Offer as set out in the completed table "Offeror Resource Team Structure form".			
		Offeror <b>MUST</b> also demonstrate that one (1) of its offered <b>Core Team</b> of ources, has experience in both:		
	<ul><li>a) Planning and implementing arrangements under the CCAA and BIA; and</li><li>b) The engagement and administration of trustee relationships.</li></ul>			
with Cana Resc	the ada ourc	ent the first named Resource for the Resource category is not compliant requirements of the Resource category in which he/she is offered, will evaluate next offered Resource until up to the maximum number of es per category permitted to be offered against this Mandatory ment 3-M3.		

#### 4.4.2 Point-Rated Technical Criteria

For each Service Stream, only those Offers meeting the Mandatory Requirements (M1-M3) will be deemed compliant and will be evaluated on the basis of the Point-Rated Criteria (R1-R6).

For each of Service Streams 1 and 2, Offers **MUST** meet a minimum score of 70% overall on Point-Rated Criteria **R1-R6** inclusive (excluding R7 Offer Quality) in order to move to the next stage of evaluation. Offers meeting the minimum score of 70% on Point-Rated Criteria **R1-R6** will be evaluated on Point-Rated Criterion R7 and the scores for all Point-Rated Criteria will be summed and weighted (as indicated below) to arrive at the Offeror's total Technical Score for the Service Stream.

For Service Stream 3, Offers **MUST** meet a minimum score of 60% overall on Point-Rated Criteria **R1-R6** inclusive (excluding R7 Offer Quality) in order to move to the next stage of evaluation. Offers meeting the minimum score of 60% on Point-Rated Criteria **R1-R6** will be evaluated on Point-Rated Criterion R7 and the scores for all Point-Rated Criteria will be summed and weighted (as indicated below) to arrive at the Offeror's total Technical Score for the Service Stream.

Stream 1: Contaminated Site Project Portfolio Services

1-R1. Proposed Core Team of Resources	Scores to be assigned based on the following	Cross Reference	
	on the following	to Offer	

	Scores to be	Cross
1-R1. Proposed Core Team of Resources	assigned based	Reference
	on the following	to Offer

The CVs and Work engagements of the Offeror's offered Core Team Resources who are determined to meet the requirements set out in Mandatory Requirement 1-M3, will be evaluated on the demonstrated and Substantiated extent and depth of the relevant experience of the Resources in providing services similar to NCSB's requirements as described within the SOW Sections 5.2.1-5.2.15.

Only those Resources that are found to meet the requirements of 1-M3 and the category in which they are offered (SOW, Section 7.3.1.1) will be evaluated against 1-R1.

Each of the three (3) categories of Core Resources will be evaluated separately and the Offeror's score for each category will be weighted out of 8.

Where more than one (1) Resource is offered in and meets the Minimum Qualifications of a given category, each Resource will be scored individually, and the totals for each Resource summed and averaged to arrive at an overall score for the Offeror for that Category, that will then be weighted out of 8.

Additionally, 6 points will be awarded for Offerors offering the Services of one (1) qualified Resource in the OPTIONAL Resource category – Senior Subject Matter Expert – Strategic Planning, Facilitation and Engagement.

The Offeror's scores for each category will be summed to arrive at the Offeror's score out of 30 for R1.

### 1.1 Principal / Project Leader

a) Up to 60 points for demonstrated experience of the Resource on additional\* distinct\*\* Work engagements in the last 10 years (as of the RFSO posting date) as a Lead, delivering services related to Contaminated Site Project Portfolio Services as defined in the SOW Sections 5.2.1 - 5.2.15.

Up to 5 Work engagements will be considered, as follows:

- Up to 6 points per Work engagement for the nature of the Project or Portfolio for which the Resource's services were demonstrated to have been provided:
  - (a) Contaminated Site Project or Portfolio 6 points; OR
  - (b) a Capital Project/Portfolio or active Mining Project/Portfolio – 4 points: OR
  - (c) other Project/Portfolio 0 points.
- 6 points per Work engagement that demonstrates the Resource's experience in at least five (5) of the following factors:
  - (a) working with Indigenous governments or peoples;
  - (b) working in a Northern environment or Northern territory;
  - (c) working with multiple socio-economic stakeholders;
  - (d) working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;
  - (e) working in an operational Project environment implementing Remote logistical considerations;
  - (f) reporting to the senior executive level (DG or equivalent or higher);
  - (g) designing and implementing performance management

Maximum 8 points (100 points weighted to 8: (Score / 100) x 8

1-1	1. Proposed Core Team of Resources	Scores to be assigned based on the following	Cross Reference to Offer
	for Project Portfolios; (h) designing and implementing risk management for Project Portfolios.		
	* additional means in addition to the three (3) Work engagements submitted in response to the Mandatory Requirements for the Resource (as set out in the SOW Section 7.3.1.1).  **distinct means in support of distinct requirements.		
b)	Up to 40 points for demonstration of the breadth and depth of the Resource's experience delivering services related to the SOW Sections 5.2.1-5.2.15. Experience should be demonstrated across the Work engagements submitted for the Resource (in response to Rated Criterion 1-R1 or in response to Mandatory Requirement 1-M3):		
	<ul> <li>(a) The same Work engagement demonstrates at least five (5) services – 8 points;</li> <li>(b) The same Work engagement demonstrates at least four (4) services – 6 points;</li> </ul>		
	<ul> <li>(c) The same Work engagement demonstrates at least three (3) services – 4 points;</li> <li>(d) The same Work engagement demonstrates at least two (2) services – 2 point;</li> <li>(e) Work engagement demonstrates only one (1) service – 0 points.</li> </ul>		
1.2	Senior Consultant	Maximum 8 points	
a)	Up to 60 points for demonstrated experience of the Resource on additional* distinct** Work engagements in the last 10 years (as of the RFSO posting date), delivering services related to Contaminated Site Project Portfolio Services as defined in the SOW Sections 5.2.1-5.2.15.	(100 points weighted to 8: (Score / 100) x 8	
	Up to 5 Work engagements will be considered, as follows:		
	<ul> <li>Up to 6 points per Work engagement for the nature of the Project or Portfolio for which the Resource's services were demonstrated to have been provided:</li> </ul>		
	<ul> <li>(a) Contaminated Site Project or Portfolio – 6 points; OR</li> <li>(b) a Capital Project/Portfolio or active Mining Project/Portfolio – 4 points; OR</li> <li>(c) other Project/Portfolio – 0 points.</li> </ul>		
	ii) 6 points per Work engagement that demonstrates the Resource's experience in at least five (5) of the following factors:		
	<ul> <li>(a) working with Indigenous governments or peoples;</li> <li>(b) working in a Northern environment or Northern territory;</li> <li>(c) working with multiple socio-economic stakeholders;</li> <li>(d) working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private</li> </ul>		

1-R1. Proposed Core Team of Resources	Scores to be assigned based on the following	Cross Reference to Offer
sector participants;  (e) working in an operational Project environment implementing Remote logistical considerations;  (f) reporting to the senior executive level (DG or equivalent or higher);  (g) designing and implementing performance management for Project Portfolios;  (h) designing and implementing risk management for Project Portfolios.  * additional means in addition to the two (2) Work engagements submitted in response to the Mandatory Requirements for the Resource (as set out in the SOW Section 7.3.1.1).  ***distinct means in support of distinct requirements.  b) Up to 40 points for demonstration of the breadth and depth of the Resource's experience delivering services related to the SOW Sections 5.2.1-5.2.15. Experience should be demonstrated across the Work engagements submitted for the Resource (in response to Rated Criterion 1-R1 or in response to Mandatory Requirement 1-M3):		
<ul> <li>(a) The same Work engagement demonstrates at least five (5) services – 8 points;</li> <li>(b) The same Work engagement demonstrates at least four (4) services – 6 points;</li> <li>(c) The same Work engagement demonstrates at least three (3) services – 4 points;</li> <li>(d) The same Work engagement demonstrates at least two (2) services – 2 point;</li> <li>(e) Work engagement demonstrates only one (1) service – 0 points.</li> </ul>		

1-F	11. Proposed Core Team of Resources	Scores to be assigned based on the following	Cross Reference to Offer
	Senior Subject Matter Expert – Contaminated Site Project Lifecycle	Maximum 8 points (100 points weighted to 8:	
a)	Up to 40 points for demonstrated experience of the Resource on additional* distinct** Work engagements in the last 10 years (as of the RFSO posting date), providing Contaminated Site Project Lifecycle planning and costing for Contaminated Site Projects.	(Score / 100) x 8	
	Up to 5 Work engagements will be considered, as follows:		
	<ul> <li>Up to 8 points will be awarded per Work engagement demonstrating the following:</li> </ul>		
	<ul> <li>(a) A minimum duration of engagement of the Resource of six (6) months – 2 points;</li> <li>(b) experience in support of more than one (1) stage of the Contaminated Site Project Lifecycle – 3 points;</li> <li>(c) experience in support of a client Project with a value of at least CAD\$20 Million in Capital or liability to the client – 3 points.</li> </ul>		
	* additional means in addition to the two (2) Work engagements submitted in response to the Mandatory Requirements for the Resource (as set out in the SOW Section 7.3.1.1).  **distinct means in support of distinct requirements.		
b)	Up to 60 points for demonstration of the breadth and depth of the Resource's experience across the Work engagements submitted for the Resource (in response to Rated Criterion 1-R1 or in response to Mandatory Requirement 1-M3):		
	Up to 10 points per Work engagement that demonstrates the Resource's experience in the following factors:		
	<ul> <li>(a) working with Indigenous governments or peoples (beyond the Mandatory Requirement of one (1) Work engagement);</li> <li>(b) working in a Northern environment or Northern territory;</li> <li>(c) working with multiple socio-economic stakeholders;</li> <li>(d) working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;</li> </ul>		
	(e) working in an operational Project environment implementing Remote logistical considerations;		
	<ul><li>(f) reporting to the senior executive level (DG or equivalent or higher).</li></ul>		
	(i) The same Work engagement demonstrates four (4) or more of the factors (a-f) – 10 points;		
	(ii) The same Work engagement demonstrates three (3) of the factors (a-f) – 8 points;		
	(iii) The same Work engagement demonstrates two (2) of the factors (a-f) – 6 points;		
	(iv) The same Work engagement demonstrates one (1) of the factors (a-f) – 4 points;		

Amd. No. - N° de la modif.

1-R1. Proposed Core Team of Resources	Scores to be assigned based on the following	Cross Reference to Offer
(v) No factors (a-f) demonstrated – 0 points.		
The Offeror should offer and demonstrate the qualifications of a Resource in the OPTIONAL <u>Senior</u> Subject Matter Expert – Strategic Planning, Facilitation and Engagement category.	Maximum 6 points	
In order to achieve points on this rated criterion, the offered Resource <b>MUST</b> demonstrate the qualifications for the category in the SOW Section 7.3.1.1.		
6 points will be awarded for one (1) <u>Senior</u> Subject Matter Expert – Strategic Planning, Facilitation and Engagement demonstrating the qualifications for the category.		

	on the following	to Offer
The experience of the Offeror in delivering Contaminated Site Project P	ortfolio Services relate	ed to
NCSB's requirements, as defined in the SOW Sections 5.2.1-5.2.15, in	support of relevant cli	ent Project
Portfolios will be evaluated based on the Offeror's Work engagements p	provided in response t	o Mandatory
Requirement 1-M1 and additional information provided by the Offeror de	emonstrating its track	record and
client base for these services.		

1-R2. Offeror Track Record and Work Engagements

Scores to be

assigned based

Cross

Reference

Each of following factor (2.1 and 2.2) will be evaluated separately and the Offeror's score for each factor will be weighted as indicated below and summed to arrive at the Offeror's score **out of 25 for 1-R2**.

2.1 The Offeror should provide demonstration of a sustained track record of quality service delivery by the Offeror in delivering	Maximum 10 points	
services related to Contaminated Site Project Portfolio	(80 points	
<b>Services</b> (as defined in the SOW Sections 5.2.1-5.2.15) to clients	weighted to 10:	

1-R2	2. Of	feror Track Record and Work Engagements	Scores to be assigned based on the following	Cross Reference to Offer
	exte	rnal to the Offeror's organization.	(Score / 80) x 10	
	Up to	80 points will be awarded as follows:		
	,	demonstration, through Work engagements, of the Offeror's years in business delivering services related to Contaminated Site Project Portfolio Services to external clients – 2 points per year to a maximum of 20 points.		
	ĺ	demonstration of the breadth and extent of the client base to whom the Offeror delivered these services in the past 10 years, as follows:		
	i	the SOW Sections 5.2.1-5.2.15) have been delivered by the Offeror to multiple distinct client organizations – 4 points per distinct client organization to a maximum of 20 points;		
	I	i) Offeror demonstrates successful delivery of the related services through repeat clients that have retained these Offeror services on more than one (1) completed engagement - 5 points per additional completed engagement with the same client organization to a maximum of 20 points;		
	i	ii) Offeror demonstrates it has delivered the related services (as defined in the SOW Sections 5.2.1-5.2.15) to government or quasi-governmental organizations operating at a national, territorial, provincial or state level – 4 points per distinct government or quasi-governmental client organization, to a maximum of 20 points.		
	respondent the context of the contex	Offeror's three (3) Work engagements, as submitted in conse to Mandatory Requirement 1-M1, will be evaluated on demonstrated and Substantiated extent and depth of relevant rience delivering services related to Contaminated Site ect Portfolio Services as defined within the SOW (as ed in the SOW Sections 5.2.1-5.2.15).	Maximum 15 points (95 points weighted to 15: (Score / 95) x 15	
	Up to	95 points will be awarded as follows:		
	r t V	demonstration of additional Work engagements (beyond the minimum of one (1) required in Mandatory Requirement 1-M1) hat demonstrate a duration of 12 months or more of Offeror work completed – 2.5 points per each additional 6 months period per Work Engagement (beyond the minimum number of months required), to a maximum of 7.5 points per Work Engagement (15 points overall).		
	r t	demonstration of additional Work engagements (beyond the minimum of one (1) required in Mandatory Requirement 1-M1) hat demonstrate the delivery of services for a client's Contaminated Site Project – 5 points per Work engagement to a maximum of 10 points;		
	c) (	demonstration of additional Work engagements (beyond the		

1-R2. C	Offeror Track Record and Work Engagements	Scores to be assigned based on the following	Cross Reference to Offer
	minimum of one (1) required in Mandatory Requirement 1-M1) that demonstrate the Offeror's experience working with or engaging with Indigenous Project proponents OR Indigenous community stakeholders OR Indigenous joint venture partners of the Offeror in the delivery of the services – 5 points per Work engagement to a maximum of 10 points;		
d)	demonstration of the complexity of the Work engagements – 10 points per Work engagement to a maximum of 30 points, as follows:		
	<ul> <li>i) Work engagement included consideration of Northern or Remote conditions impacting the client's Project, including at least one (1) of: market, economic, socio-economic or Project delivery conditions – 2.5 points;</li> <li>ii) Work engagement included the Offeror supporting the client in effective horizontal coordination within and across government – 2.5 points;</li> <li>iii) Work engagement included the Offeror supporting the client in establishment and maintenance of effective intergovernmental relationships – 2.5 points;</li> <li>iv) Work engagement involved the Offeror working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, or a combination of public and private sector participants, to deliver upon the Project – 2.5 points;</li> </ul>		
e)	demonstration of the relevance of the scope of the Offeror's services to the SOW Sections 5.2.1-5.2.15 – 10 points per Work engagement to a maximum of 30 points, as follows:		
	<ul> <li>i) The same Work engagement demonstrates at least five (5) services – 10 points;</li> <li>ii) The same Work engagement demonstrates at least four (4) services – 7 points;</li> <li>iii) The same Work engagement demonstrates at least three (3) services – 5 points;</li> <li>iv) The same Work engagement demonstrates at least two (2) services – 3 points;</li> <li>v) Work engagement demonstrates only one (1) service – 0 points.</li> </ul>		

	Scores to be	Cross
1-R3. Subject Matter Approach and Understanding	assigned based	Reference
	on the following	to Offer

The Offeror should demonstrate, through a written description, a sound approach to the delivery of Contaminated Site Project Portfolio Services expertise to NCSB together with a demonstrated understanding of the requirements for Contaminated Site Project Portfolio Services.

Points will be awarded per factor (3.1 and 3.2). For each of the factors, points will be awarded for demonstrating a thorough, clear and proven approach that demonstrates an understanding of the

1-R3. Subject Matter Approach and Understanding

Scores to be assigned based on the following to Offer

requirements (i.e. the approach addresses the Services required and is supported by demonstrating how the Offeror's existing methodologies have been previously used in support of other requirements and how they will effectively support NCSB's requirements):

Each of factor 3.1 and 3.2 will be evaluated separately and the Offeror's score for each factor will be weighted as indicated below and summed to arrive at the Offeror's score **out of 20 for 1-R3**.

The following Rating Scale will be used to evaluate each of the factors (3.1 and 3.2) under this Criterion:

10 points: The response clearly addresses all of the requirements and demonstrates a proven approach and understanding of the requirement with relevant examples and supporting detail.

7 points: The response clearly addresses the requirements and demonstrates a proven approach and understanding of some of the requirements with supporting detail.

4 points: The response addresses the requirements in part, demonstrating a proven approach in some areas.

3 points: The response is not complete in that it fails to clearly address the requirements. The approach is high level and not related to the requirements, or is not demonstrated to have been previously applied.

0 points: No response provided or the response does not address any of the factor.

			I	
3.1	of t	to <b>ten (10) points</b> for a demonstrated approach to the delivery he Services (as defined in SOW Section 5.2.1-5.2.15) that monstrates:	Maximum 10	
	a)	an understanding of how these Services support the long-term management of a Portfolio of multiple complex public sector Projects; and		
	b)	an understanding of associated: program design, policy, accountability, governance, funding, resourcing, delivery, controls, risk, measurement, and knowledge transfer.		
3.2	the der	to <b>ten (10) points</b> for a demonstrated approach to delivering Services (as defined in SOW Section 5.2.1-5.2.15) that monstrates an understanding of the context, challenges, risks d issues associated with the management of:	Maximum 10	
	a)	Contaminated Sites, including mining Projects and other waste sites;		
	b)	a Portfolio of multi-year Projects in a Northern or Remote environment;		
	c)	effective horizontal coordination within and across government;		
	d)	establishment and maintenance of effective intergovernmental relationships, including collaboration, communications and negotiations;		
	e)	engagement, establishment and maintenance of effective relationships and agreements with Indigenous governments, organizations, communities and associations;		
	f)	working effectively with Authorities Having Jurisdiction (AHJ), governing and appointed bodies, non-governmental associations, financial/commercial industry partners; and		
	g)	engagement with private sector delivery participants and third party advisors from a variety of disciplines (e.g. technical, environmental, legal, financial, etc.).		
Off	eror	s should provide clear evidence of approaches which will be		

1-R3. Subject Matter Approach and Understanding	Scores to be assigned based on the following	Cross Reference to Offer
applied to addressing NCSB requirements through specific approaches and mechanisms and should include evidence of lessons learned applied and best practices.		

	Scores to be	Cross
1-R4. Offeror Team Capacity	assigned based	Reference
	on the following	to Offer

Offerors will be evaluated on the demonstrated capacity to provide the Services of Resources within the Core and Additional Resource categories, beyond the minimum required Core Team offered in response to Mandatory Requirement 1-M3, including offering of additional Resources in the OPTIONAL Subject Matter Expert – Strategic Planning, Facilitation and Engagement category.

Offerors will also be evaluated on the demonstrated team capacity working together in support of Projects.

Each of factor 4.1 and 4.2 will be evaluated separately and the Offeror's score for each factor will be weighted as indicated below and summed to arrive at the Offeror's score **out of 10 for 1-R4**.

WE	gilled as indicated below and summed to arrive at the Offeror's sco	e out of 10 101 1-104.	
4.1	The Offeror's completed table "Offeror Resource Team Structure form" as submitted in response to Mandatory Requirement 1-M2 will be evaluated based on the depth and breadth of the Offeror's identified Resource capacity within each of the Core Team and Additional Resource categories.	Maximum 5 points (10 points weighted to 5: (Score / 10) x 5	
	Up to 10 points will be awarded for identifying <u>named</u> Resources in the categories, as follows:		
	<ul> <li>a) Principal / Project Leader – 4 points per named Resource in addition to the minimum two (2) required;</li> <li>b) Senior Consultant – 3 points per named Resource in addition to the minimum three (3) required;</li> <li>c) Intermediate Consultant – 2 points per named Resource;</li> <li>d) Junior Consultant – 1 point per named Resource;</li> <li>e) Senior Subject Matter Expert – Contaminated Site Project Lifecycle - 3 points per named Resource in addition to the minimum one (1) required;</li> <li>f) Intermediate Subject Matter Expert – Contaminated Site Project Lifecycle - 1 point per named Resource;</li> <li>g) Senior Subject Matter Expert - Strategic Planning, Facilitation and Engagement - 2 points per named Resource in addition to proposing one (1) in response to rated criterion R1;</li> <li>h) Intermediate Subject Matter Expert - Strategic Planning, Facilitation and Engagement - 1 point per named Resource.</li> </ul>		
	While Offerors may identify more Resources in the above categories, only a maximum of 10 points will be awarded for factor 4.1.		
4.2	The Offeror should demonstrate whether its Resources (Core Team offered in response to Mandatory Requirement 1-M3 or Additional Resources named in response to Rated Criterion 4.1) have worked together as members of an integrated team in support of a common Project.	Maximum 5 points (30 points weighted to 5: (Score / 30) x 5	

1-R4. Offeror Team Capacity	Scores to be assigned based on the following	Cross Reference to Offer
Such experience is not required to have been on a Work engagement completed by the Offeror, nor are the Resources required to have been employed / contracted by the same organization. In order to achieve points, the Offeror MUST demonstrate that the Resources worked actively together (e.g. through meetings, working groups or similar collaborative engagement) in support of a common Project and should describe the Project in adequate detail to enable CIRNAC to validate the nature of the experience.		
Up to 30 points will be awarded (up to 10 points per Project for three (3) Projects overall), as follows:		
<ul> <li>10 points/Project - Offeror demonstrates four (4) or more Resources have worked together previously in support of a common Project;</li> <li>7 points/Project - Offeror demonstrates three (3) Resources have worked together previously in support of a common Project;</li> <li>3 points/Project - Offeror demonstrates two (2) Resources have worked together previously in support of a common Project;</li> <li>0 points/Project - Offeror does not demonstrates Resources have worked together previously in support of a common Project.</li> </ul>		

	Scores to be	Cross
1-R5. Service Delivery Management	assigned based	Reference
	on the following	to Offer

The Offeror should demonstrate, through a written description, a sound approach to the management of Service delivery to NCSB under any resulting Standing Offer Agreement (SOA) and sound Call-up management and administration.

Points will be awarded per factor (5.1 and 5.2). For each of the factors, points will be awarded for demonstrating a thorough, clear and proven approach that demonstrates an understanding of the requirements (i.e. the approach addresses the requirements and is supported by demonstrating how the Offeror's existing methodologies have been previously used in support of other requirements and how they will effectively support NCSB's requirements):

Each of factor 5.1 and 5.2 will be evaluated separately and the Offeror's score for each factor will be summed to arrive at the Offeror's score out of 10 for 1-R5.

The following Rating Scale will be used to evaluate each of the factors (5.1 and 5.2) under this Criterion:

5 points: The response clearly addresses all of the requirements and demonstrates a proven approach and understanding of the requirement with relevant examples and supporting detail.

4 points: The response clearly addresses the requirements and demonstrates a proven approach and understanding of some of the requirements with supporting detail.

3 points: The response addresses the requirements in part, demonstrating a proven approach in some areas.

2 points: The response is not complete in that it fails to clearly address the requirements. The approach is high level and not related to the requirements, or is not demonstrated to have been previously applied.

1-R	5. Service Delivery Management	Scores to be assigned based on the following	Cross Reference to Offer			
0 p	0 points: No response provided or the response does not address any of the factor.					
5.1	Up to 5 points for a demonstrated thorough, clear and proven approach to Call-up work planning, execution and administration; demonstrating:	Maximum 5				
	<ul> <li>a) Preparation of clear and comprehensive Call-up Proposals including how the Offeror works with the client to appropriately define scope, work activities and level of effort required;</li> <li>b) Appropriate work scheduling and maintenance of Call-up work and delivery schedules;</li> <li>c) Effective on-going communications with the client including check-ins, work status and deliverable reviews, and issues management to maintain delivery on-time, on-budget and inscope;</li> <li>d) Quality assurance of deliverables and services rendered;</li> <li>e) Invoicing practices for deliverables and level-of-effort services including ensuring accuracy of items/hours billed, billing rates, and expenses.</li> </ul>					
5.2	Up to 5 points for a demonstrated thorough, clear and proven approach to Call-up and SOA Resourcing; demonstrating:	Maximum 5				
	How the Offeror maintains Resource continuity over the course of any assigned Call-ups;					
	<ul> <li>b) How the Offeror provides for Resource retention and knowledge retention over the duration of a multi-year service delivery arrangement;</li> </ul>					
	<ul> <li>How the Offeror ensures appropriate Resource identification and qualification against client requirements for Additional Resources;</li> </ul>					
	d) How the Offeror manages the development of the level of Resource qualifications over time and ensures appropriate assignment of Resources against client Resource category requirements.					

1-R6. Indigenous Opportunity Considerations	Scores to be assigned based on the following	Cross Reference to Offer
The Offeror should identify and describe those areas of the work where it is offered there is the potential to incorporate Indigenous Opportunity Considerations (IOCs) [e.g. employment, subcontracting, supply, services, or training/capacity building, etc.] as part of, or support to, the delivery of the Offeror's Services to CIRNAC.	Maximum 5 points (20 points weighted to 5: (Score / 20) x 5	
The Offeror should describe its approach to identifying specific IOCs and how they would be implemented under any Call-ups where there is work performed within or Service delivery to a location within a Comprehensive Land Claims Agreement (CLCA) area.		
Points will be awarded for proposing an achievable and realistic approach that enables the maximization of employment, subcontracting, use of suppliers or services, or training/capacity		

1-R6. Indigenous Opportunity Considerations	Scores to be assigned based on the following	Cross Reference to Offer
building with Land Claims Beneficiaries and Participants, whether directly or ancillary to the Services to be provided under a Call-up, together with demonstration that elements of the approach have been used successfully on past projects or have a demonstrable likelihood of being achieved identifying the positive outcomes the approach will have in the CLCA area.		
Up to 20 points will be awarded, as follows:		
a) The Offeror offers realistic methods to identify and engage with Land Claims Beneficiaries /Participants to facilitate the opportunities (e.g. communications, recruitment/retention, etc.) (up to 8 points);		
b) The Offeror identifies potential opportunities for direct employment, sub-contracting, ancillary services, supplies, training or capacity building that are relevant to the Services (up to 12 points).		
For each of a) and b), points will be awarded as follows:		
12/12 points OR 8/8 points (as applicable) = The Offeror provides a detailed approach to the factor that is clearly related to the required Services. The Offeror demonstrates that the same or similar approaches have been used in the past and resulted in measurable participation of Indigenous peoples in the work, including description of best practices or lessons learned.		
8/12 points OR 6/8 points (as applicable) = The Offeror provides a detailed approach to the factor that is clearly related to the required Services. The Offeror demonstrates how the approach will be implemented to achieve positive outcomes.		
6/12 points or 4/8 points = The Offeror provides a detailed approach to the factor that is clearly related to the required Services.		
4/12 points OR 2/8 points (as applicable) = The Offeror provides an approach to the factor. Relation to required Services may be limited in detail.		
0 points = Not addressed or not clearly demonstrated.		

TOTAL POSSIBLE SCORE (1-R1 to 1-R6)	100
Overall required Pass Mark (1-R1 to 1-R6) (70%): Offerors MUST achieve a minimum of 70 points overall of 1-R1 – 1-R6 in order to be evaluated further.	70/100

1-R7. Offer Quality	Scores to be assigned based on the following	Cross Reference to Offer
The Offeror should demonstrate a quality Offer submission that is illustrative of the quality of deliverables it would provide to CIRNAC under any resulting SOA and Call-up(s).	Maximum 5 points (10 points weighted to 5:	

1-R7. Offer Quality	Scores to be assigned based on the following	Cross Reference to Offer
Up to 10 points will be awarded for presenting Offers in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFSO as evidenced by the following:	(Score / 10) x 5	
a) <b>Up to 6 points</b> for writing the narrative portions of the Offer in a clear and concise manner that addresses the requirements while limiting Offer content to information requested. Narrative sections are sensical, well written without typographic or grammatical errors.		
Points will be awarded as follows:		
<b>6 / 6 points</b> = Offer content is clear and well written (e.g. grammar, syntax, spelling, etc.), with professional presentation. The Offer responds logically to the requirements and does not contain marketing material.		
4 / 6 points = Offer content is mostly clear and well written. The Offer responds to the requirements and contains limited marketing material.		
2 / 6 points = Offer content is not clearly written. Content is included that does not clearly address the requirements.		
<b>0 / 6 points</b> = The Offer is not clear and is difficult to understand.		
b) <b>Up to 2 points</b> for the layout, ordering and structuring of the Offer to match the order and sequence of the Mandatory Requirements and Rated Criteria within the RFSO.		
Offers structured to follow the order of the evaluation criteria will receive 2 points. 0.5 points will be deducted for each requirement or criterion that is presented out of numeric sequence, to a maximum of four (4) deductions.		
c) <b>Up to 2 points</b> for using the requested templates to highlight information in the Offer that is specifically relevant to an evaluation factor or minimum qualifications and ensuring any cross-references within the Offer for highlighted information are easily identified and clearly found.		
Points will be awarded as follows:		
2 / 2 points = The Offer uses the templates and contains highlighting, summary tables or cross-references that minimizes duplication of content and facilitates review. References indicated in the Offer are correct.		
1 / 2 points = The Offer uses the templates and contains some highlighting, summary tables or cross-references. References indicated in the Offer include some errors.		
0 / 2 points = The Offer does not use the templates or does not include clear highlighting or cross-referencing and it is difficult to locate information that addresses the requirements.		

Sub-Total 1-R1 to 1-R7	105
Pro-rated Written Offer Score (1-R1 to 1-R7)	
For Offers meeting the required pass mark on 1-R1 to 1-R6, the score for the Offer on each of 1-R1 to 1-R7 will be summed to arrive at a total out of 105 points, and the score for the Offer pro-rated to arrive at a Pro-rated Score on the Written Offer out of 70, as follows:	70
[(Score on 1-R1 + Score on 1-R2 + Score on 1-R3 + Score on 1-R4 + Score on 1-R5 + Score on 1-R6 + Score on 1-R7) / 105 points] x 70	

Amd. No. - N° de la modif.

## Stream 2: Major Mine Closure Project Services

a D4 Days and Comp Towns of Days areas	Scores to be	Cross
2-R1. Proposed Core Team of Resources		Reference
	on the following	to Offer

The CVs and Work engagements of the Offeror's offered Core Team Resources who are determined to meet the requirements set out in Mandatory Requirement 2-M3, will be evaluated on the demonstrated and Substantiated extent and depth of the relevant experience of the Resources in providing services similar to NCSB's requirements as described within the SOW Sections 5.3.1-5.3.8.

Only those Resources that are found to meet the requirements of 1-M3 and the category in which they are offered (SOW Section 7.3.2.1) will be evaluated against 2-R1.

Each of the five (5) categories of Resources will be evaluated separately and the Offeror's score for each category will be weighted out of 6.

Where more than one (1) Resource is offered in and meets the Minimum Qualifications of a given category, each Resource will be scored individually, and the totals for each Resource summed and averaged to arrive at an overall score for the Offeror for that Category, that will then be weighted out of 6.

The Offeror's scores for each category will be summed and weighted to arrive at the Offeror's score out of 30 for 2-R1.

2.1	Pri	ncipal / Project Leader	Maximum 6 points	
a)	add the <b>Ma</b>	to 60 points for demonstrated experience of the Resource on ditional* distinct** Work engagements in the last 10 years (as of RFSO posting date) as a Lead, delivering services <b>related to ijor Mine Closure Project Services</b> as defined in the SOW ctions 5.3.1-5.3.8.	(100 points weighted to 6: (Score / 100) x 6	
	Up	to 5 Work engagements will be considered, as follows:		
	i)	6 points per additional* distinct** Work engagements for which the Resource's services were demonstrated to have been provided for Major Mine Closure Projects (i.e. valued at CAD\$50 Million in Capital or liability value to the client).		
	ii)	6 points per Work engagement that demonstrates the Resource's experience in at least four (4) of the following factors:		
		<ul> <li>(a) working with Indigenous governments or peoples;</li> <li>(b) working in a Northern environment or Northern territory;</li> <li>(c) working with multiple socio-economic stakeholders;</li> <li>(d) working in an integrated collaborative fashion with one or</li> </ul>		

2-5	1. Proposed Core Team of Resources	Scores to be assigned based on the following	Cross Reference to Offer
	more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;  (e) working in an operational Project environment implementing Remote logistical considerations;  (f) reporting to the senior executive level (DG or equivalent or higher);  (g) designing and implementing Project performance management;  (h) designing and implementing Project risk management.  * additional means in addition to the three (3) Work engagements submitted in response to the Mandatory Requirements for the Resource (as set out in the SOW Section 7.3.2.1).  ***distinct means in support of distinct requirements.		
b)	Up to 40 points for demonstration of the breadth and depth of the Resource's experience delivering services related to the SOW Sections 5.3.1-5.3.8. Experience should be demonstrated across the Work engagements submitted for the Resource (in response to Rated Criterion 2-R1 or in response to Mandatory Requirement 2-M3):		
	<ul> <li>(a) The same Work engagement demonstrates at least four (4) services – 8 points;</li> <li>(b) The same Work engagement demonstrates at least three (3) services – 6 points;</li> <li>(c) The same Work engagement demonstrates at least two (2) services – 4 points;</li> <li>(d) Work engagement demonstrates only one (1) service – 0 points.</li> </ul>		
2.2	Senior Consultant	Maximum 6 points	
a)	Up to 60 points for demonstrated experience of the Resource on additional* distinct** Work engagements in the last 10 years (as of the RFSO posting date), delivering services related to Major Mine Closure Project Services as defined in the SOW Sections 5.3.1-5.3.8.	(100 points weighted to 6: (Score / 100) x 6	
	Up to 5 Work engagements will be considered, as follows:		
	<ol> <li>6 points per additional* distinct** Work engagements for which the Resource's services were demonstrated to have been provided for Major Mine Closure Projects (i.e. valued at CAD\$50 Million in Capital or liability value to the client).</li> </ol>		
	<ul> <li>6 points per Work engagement that demonstrates the Resource's experience in at least three (3) of the following factors:</li> </ul>		
	<ul> <li>(a) working with Indigenous governments or peoples;</li> <li>(b) working in a Northern environment or Northern territory;</li> <li>(c) working with multiple socio-economic stakeholders;</li> <li>(d) working in an integrated collaborative fashion with one or</li> </ul>		

2-R1. Proposed Core Team of Reso	ources	Scores to be assigned based on the following	Cross Reference to Offer
Jurisdiction, regulators, of sector participants;  (e) working in an operational implementing Remote log (f) reporting to the senior extended or higher);  (g) designing and implement management;	gistical considerations; ecutive level (DG or equivalent ing Project performance ing Project risk management. the two (2) Work engagements andatory Requirements for the W Section 7.3.2.1). tinct requirements.  In of the breadth and depth of the services related to the SOW should be demonstrated across of for the Resource (in response onse to Mandatory Requirement demonstrates at least four (4) demonstrates at least three (3) demonstrates at least two (2)		
points.  2.3 Senior Subject Matter Expert –	Mine Closure Project Lifecycle	Maximum 6 points	
a) Up to 40 points for demonstrated additional* distinct** Work engage the RFSO posting date), providin planning and implementation sup Projects.	experience of the Resource on ements in the last 10 years (as of g long-term Project Lifecycle	(100 points weighted to 6: (Score / 100) x 6	
Up to 5 Work engagements will b	e considered, as follows:		
<ul><li>i) Up to 8 points per Work enga following:</li></ul>	gement demonstrating the		
(a) A minimum duration of er (6) months – 2 points;	ngagement of the Resource of six		
(b) experience in support of Project with a value of at or liability value to the clie	least CAD\$50 Million in Capital		
(c) One (1) of the following -	3 points:		
(i) Planning for Mine Clo the Mine Closure Pro	osure for at least one (1) stage of ject Lifecycle;		

2-R	11. Proposed Core Team of Resources	Scores to be assigned based on the following	Cross Reference to Offer
	<ul> <li>(ii) Costing a Mine Closure Plan for at least one (1) stage the Mine Closure Project Lifecycle; or</li> <li>(iii) Implementation of a component of the Mine Closure Plan.</li> </ul>		
	*additional means in addition to the three (3) Work engagements submitted in response to the Mandatory Requirements for the Resource (as set out in the SOW Section 7.3.2.1) **distinct means in support of distinct requirements		
b)	Up to 60 points for demonstration of the breadth and depth of the Resource's experience across the Work engagements submitted for the Resource (in response to Rated Criterion 2-R1 or in response to Mandatory Requirement 2-M3):		
	Up to 10 points per Work engagement that demonstrates the Resource's experience in the following factors:		
	<ul> <li>(a) Mine Closure Planning through <u>all</u> stages of the Mine Closure Project Lifecycle – 2 points; and</li> <li>(b) working with Indigenous governments or peoples;</li> <li>(c) working in a Northern environment or Northern territory;</li> <li>(d) working with multiple socio-economic stakeholders;</li> <li>(e) working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;</li> <li>(f) working in an operational Project environment implementing Remote logistical considerations;</li> <li>(g) reporting to the senior executive level (DG or equivalent or higher).</li> <li>(i) The same Work engagement demonstrates three (3) or more of the factors (b-g) – 8 points;</li> <li>(ii) The same Work engagement demonstrates two (2) of the factors (b-g) – 6 points;</li> <li>(iii) The same Work engagement demonstrates one (1) of the</li> </ul>		
	factors (b-g) – 4 points; (iv) No factors (b-g) demonstrated – 0 points.		
2.4	Senior Subject Matter Expert – Major Project Management	Maximum 6 points	
a)	Up to 40 points for demonstrated experience of the Resource on additional* distinct** Work engagements in the last 10 years (as of the RFSO posting date), designing and implementing Project delivery models for Major Projects.	(100 points weighted to 6: (Score / 100) x 6	
	Up to 5 Work engagements will be considered, as follows:		
	i) 6 points per Work engagement demonstrating the following:		
	<ul><li>(a) A minimum duration of engagement of the Resource of six</li><li>(6) months – 2 points;</li></ul>		
	(b) experience in support of a client Project with a value of at least CAD\$50 Million in Capital or liability value to the		

2-R1. Proposed Core Team of Resources	Scores to be assigned based on the following	Cross Reference to Offer
client – 2 points; and		
(c) Project was one (1) of the following – 2 points:		
<ul> <li>Mining or Mine Closure or Contaminated Site or Infrastructure;</li> </ul>		
ii) An additional 2 points per Work engagement will be awarded where the Work engagement was for a client's Mining or Mine Closure Project.		
*additional means in addition to the three (3) Work engagements submitted in response to the Mandatory Requirements for the Resource (as set out in the SOW Section 7.3.2.1) **distinct means in support of distinct requirements		
b) Up to 60 points for demonstration of the breadth and depth of the Resource's experience across the Work engagements submitted for the Resource (in response to Rated Criterion 2-R1 or in response to Mandatory Requirement 2-M3):		
Up to 10 points per Work engagement that demonstrates the Resource's experience in the following factors:		
<ul> <li>(a) working with Indigenous governments or peoples (beyond the minimum requirement for one (1) Work engagement);</li> <li>(b) working in a Northern environment or Northern territory;</li> <li>(c) working with multiple socio-economic stakeholders;</li> <li>(d) working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;</li> <li>(e) working in an operational Project environment implementing Remote logistical considerations;</li> <li>(f) reporting to the senior executive level (DG or equivalent or higher);</li> <li>(g) designing and implementing Project performance</li> </ul>		
management; (h) designing and implementing Project risk management.		
(i) The same Work engagement demonstrates four (4) or more of the factors (a-h) – 10 points;		
<ul><li>(ii) The same Work engagement demonstrates three (3) of the factors (a-h) – 8 points;</li><li>(iii) The same Work engagement demonstrates two (2) of the</li></ul>		
factors (a-h) – 6 points;  (iv) The same Work engagement demonstrates one (1) of the factors (a-h) – 4 points;  (v) No factors (a-h) demonstrated – 0 points.		
2.5 Senior Subject Matter Expert – Contaminated Site Project Control / Project Health		
a) Up to 40 points for demonstrated experience of the Resource on additional* distinct** Work engagements in the last 10 years (as of		

2-F	R1. Proposed Core Team of Resources	Scores to be assigned based on the following	Cross Reference to Offer
	the RFSO posting date), as a Lead in support of Mining or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects undertaken by clients.		
	Up to 5 Work engagements will be considered, as follows:		
	i) 8 points per Work engagement demonstrating the following:		
	<ul> <li>(a) A minimum duration of engagement of the Resource of six (6) months – 2 points;</li> <li>(b) experience in support of a client Project with a value of at least CAD\$50 Million in Capital or liability value to the client – 3 points;</li> <li>(c) Work engagement included one (1) of – 3 points: <ul> <li>(i) Designing, implementing and evaluating Project level controls;</li> <li>(ii) Designing, implementing and evaluating Project governance;</li> <li>(iii) Designing and undertaking a readiness assessment for the Project;</li> <li>(iv) Designing and undertaking Project health evaluation.</li> </ul> </li> </ul>		
	*additional means in addition to the three (3) Work engagements submitted in response to the Mandatory Requirements for the Resource (as set out in the SOW Section 7.3.2.1)  **distinct means in support of distinct requirements		
b)	Up to 60 points for demonstration of the breadth and depth of the Resource's experience across the Work engagements submitted for the Resource (in response to Rated Criterion 2-R1 or in response to Mandatory Requirement 2-M3):		
	Up to 10 points per Work engagement that demonstrates the Resource's experience in the following factors:		
	<ul> <li>(a) working with Indigenous governments or peoples;</li> <li>(b) working in a Northern environment or Northern territory;</li> <li>(c) working with multiple socio-economic stakeholders;</li> <li>(d) working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;</li> <li>(e) working in an operational Project environment implementing Remote logistical considerations;</li> <li>(f) reporting to the senior executive level (DG or equivalent or higher);</li> </ul>		
	<ul><li>(g) designing and implementing Project performance management;</li><li>(h) designing and implementing Project risk management.</li></ul>		
	<ul> <li>(i) The same Work engagement demonstrates four (4) or more of the factors (a-h) – 10 points;</li> <li>(ii) The same Work engagement demonstrates three (3) of the factors (a-h) – 8 points;</li> </ul>		

2-R1. Proposed Core Team of Resources	Scores to be assigned based on the following	Cross Reference to Offer
<ul> <li>(iii) The same Work engagement demonstrates two (2) of the factors (a-h) – 6 points;</li> <li>(iv) The same Work engagement demonstrates one (1) of the factors (a-h) – 4 points;</li> <li>(v) No factors (a-h) demonstrated – 0 points.</li> </ul>		

	Scores to be	Cross
2-R2. Offeror Track Record and Work Engagements	assigned based	Reference
	on the following	to Offer

The experience of the Offeror in delivering Major Mine Closure Project Services related to NCSB's requirements (as defined in the SOW Sections 5.3.1-5.3.8) in support of relevant client Projects will be evaluated based on the Offeror's Work engagements provided in response to Mandatory Requirement 2-M1 and additional information provided by the Offeror demonstrating its track record and client base for these services.

Each of factor 2.1 and 2.2 will be evaluated separately and the Offeror's score for each factor will be weighted as indicated below and summed to arrive at the Offeror's score **out of 25 for 2-R2**.

2.1 The Offeror should provide demonstration of a sustained track record of quality service delivery by the Offeror in delivering services related to Major Mine Closure Project Services as defined in the SOW Sections 5.3.1-5.3.8 to clients external to the Offeror's organization.
Up to 80 points will be awarded as follows:

- a) Demonstration, through work engagements, of the Offeror's years in business delivering services related to Major Mine Closure Project Services to external clients – 2 points per year to a maximum of 20 points.
- demonstration of the breadth and extent of the client base to whom the Offeror delivered these services in the past 10 vears, as follows:
  - Offeror demonstrates the related services (as defined in the SOW Sections 5.3.1-5.3.8) have been delivered by the Offeror to multiple distinct client organizations – 5 points per distinct client organization to a maximum of 20 points;
  - ii) Offeror demonstrates successful delivery of the related services through repeat clients that have retained these Offeror services on more than one (1) completed engagement - 5 points per additional completed engagement with the same client organization to a maximum of 20 points;
  - iii) Offeror demonstrates it has delivered the related services (as defined in the SOW Sections 5.3.1-5.3.8) to government or quasi-governmental organizations operating at a national, territorial, provincial or state level 5 points per distinct government or quasi-governmental

Maximum 10 points (80 points weighted to 10: (Score / 80) x 10

2-R2. (	Offe	ror Track Record and Work Engagements	Scores to be assigned based on the following	Cross Reference to Offer
		client organization, to a maximum of 20 points.		
res the exp	spon: e der perie	feror's three (3) Work engagements, as submitted in se to Mandatory Requirement 2-M1, will be evaluated on monstrated and Substantiated extent and depth of relevant ence delivering services related to Major Mine Closure t Services as defined in the SOW Sections 5.3.1-5.3.8.	Maximum 15 points (95 points weighted to 15: (Score / 95) x 15	
Up	to 9	5 points will be awarded as follows:		
a)	mir tha wo per mo	monstration of additional Work engagements (beyond the nimum of one (1) required in Mandatory Requirement 2-M1) at demonstrate a duration of 24 months or more of Offeror rk completed – 2.5 points per each additional 6 months riod per Work Engagement (beyond the minimum six (6) anths required), to a maximum of 7.5 points per Work gagement (15 points overall).		
b)	mir tha Clo	monstration of additional Work engagements (beyond the nimum of one (1) required in Mandatory Requirement 2-M1) at demonstrate the delivery of services for a client's Mine osure Project – 5 points per Work engagement to a eximum of 10 points;		
c)	mir tha encor cor of t	monstration of additional Work engagements (beyond the nimum of one (1) required in Mandatory Requirement 2-M1) at demonstrate the Offeror's experience working with or gaging with Indigenous Project proponents OR Indigenous mmunity stakeholders OR Indigenous joint venture partners the Offeror in the delivery of the services – 5 points per ork engagement to a maximum of 10 points;		
d)	10	monstration of the complexity of the Work engagements – points per Work engagement to a maximum of 30 points, follows:		
	i)	Work engagement included consideration of Northern or Remote conditions impacting the client's Project, including at least one (1) of: market, economic, socio-economic or Project delivery conditions – 2.5 points;		
	ii)	Work engagement included the Offeror supporting the client in effective horizontal coordination within and across government – 2.5 points;		
	iii)	Work engagement included the Offeror supporting the client in establishment and maintenance of effective intergovernmental relationships – 2.5 points;		
	iv)	Work engagement involved the Offeror working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, or a combination of public and		

2-R2. Offeror Track Record and Work Engagements	Scores to be assigned based on the following	Cross Reference to Offer
private sector participants, to deliver upon the Project – 2.5 points;		
e) demonstration of the relevance of the scope of the Offeror's services to the SOW Sections 5.3.1-5.3.8 – 10 points per Work engagement to a maximum of 30 points, as follows:		
<ul> <li>i) The same Work engagement demonstrates at least four (4) services – 10 points;</li> <li>ii) The same Work engagement demonstrates at least three (3) services – 7 points;</li> <li>iii) The same Work engagement demonstrates at least two (2) services – 4 points;</li> <li>iv) Work engagement demonstrates only one (1) service – 0 points.</li> </ul>		

on the following to Offer	2-R3. Subject Matter Approach and Unde		Cross Reference
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The Offeror should demonstrate, through a written description, a sound approach to the delivery of Major Mine Closure Project expertise to NCSB together with a demonstrated understanding of the requirements for Major Mine Closure Project Services.

Points will be awarded per factor (3.1 and 3.2). For each of the factors, points will be awarded for demonstrating a thorough, clear and proven approach that demonstrates an understanding of the requirements (i.e. the approach addresses the Services required and is supported by demonstrating how the Offeror's existing methodologies have been previously used in support of other requirements and how they will effectively support NCSB's requirements):

Each of factor 3.1 and 3.2 will be evaluated separately and the Offeror's score for each factor will be weighted as indicated below and summed to arrive at the Offeror's score **out of 20 for 2-R3**.

The following Rating Scale will be used to evaluate each of the factors (3.1 and 3.2) under this Criterion:

10 points: The response clearly addresses all of the requirements and demonstrates a proven approach and understanding of the requirement with relevant examples and supporting detail.

7 points: The response clearly addresses the requirements and demonstrates a proven approach and understanding of some of the requirements with supporting detail.

5 points: The response addresses the requirements in part, demonstrating a proven approach in some areas.

3 points: The response is not complete in that it fails to clearly address the requirements. The approach is high level and not related to the requirements, or is not demonstrated to have been previously applied.

0 points: No response provided or the response does not address any of the factor.

3.1 Up to <b>10 points</b> for a demonstrated approach to the delivery of the Services (as defined in the SOW Sections 5.3.1-5.3.8) that demonstrates:	Maximum 10
<ul> <li>a) an understanding of how these Services support the delivery of these complex Major Projects across all stages of the Mine Closure Project Lifecycle; and</li> <li>b) demonstrates an understanding of the Services' contribution to Mine reclamation.</li> </ul>	

2-R	3. S	Subject Matter Approach and Understanding	Scores to be assigned based on the following	Cross Reference to Offer
3.2	Sei der	to <b>10 points</b> for a demonstrated approach to delivering the rvices (as defined in the SOW Sections 5.3.1-5.3.8) that monstrates an understanding of the context, challenges, risks d issues associated with the management of:	Maximum 10	
	a) b)	technical issues, environmental factors, affected communities, socio-economic considerations, and engineering liabilities; multi-year Major Mine Closure Projects in a Northern Remote environment;		
	c)	effective horizontal coordination within and across government;		
	d)	establishment and maintenance of effective intergovernmental relationships, including collaboration, communications and negotiations;		
	e)	engagement, establishment and maintenance of effective relationships and agreements with Indigenous governments, organizations, communities and associations;		
	f)	working effectively with Authorities Having Jurisdiction (AHJ), governing and appointed bodies, non-governmental associations, financial/commercial industry partners; and		
	g)	engagement with private sector delivery participants and third party advisors from a variety of disciplines (e.g. technical, environmental, legal, financial, etc.).		
app app	lied roa	s should provide clear evidence of approaches which will be to addressing NCSB requirements through specific ches and mechanisms and should include evidence of lessons applied and best practices.		

Scores to be	Cross
assigned based	Reference
on the following	to Offer
	assigned based

Offerors will be evaluated on the demonstrated capacity to provide the Services of Resources within the Core and Additional Resource categories, beyond the minimum required Core Team offered in response to Mandatory Requirement 2-M3.

Offerors will also be evaluated on the demonstrated team capacity working together in support of Projects.

Each of factor 4.1 and 4.2 will be evaluated separately and the Offeror's score for each factor will be weighted as indicated below and summed to arrive at the Offeror's score **out of 10 for 2-R4**.

4.	The Offeror's completed table "Offeror Resource Team Structure form" as submitted in response to Mandatory Requirement 2-M2 will be evaluated based on the depth and breadth of the Offeror's identified Resource capacity within each of the Core Team and Additional Resource categories.	Maximum 5 points (10 points weighted to 5: (Score / 10) x 5	
	Up to 10 points will be awarded for identifying named Resources in the categories, as follows:		
	<ul> <li>a) Principal / Project Leader – 4 points per named Resource in addition to the minimum two (2) required;</li> <li>b) Senior Consultant – 3 points per named Resource in addition</li> </ul>		

2-R4. Offeror Team Capacity	Scores to be assigned based on the following	Cross Reference to Offer
to the minimum three (3) required; c) Intermediate Consultant – 2 points per named Resource; d) Junior Consultant – 1 point per named Resource; e) Senior Subject Matter Expert – Mine Closure Project Lifecycle - 3 points per named Resource in addition to the minimum one (1) required; f) Intermediate Subject Matter Expert – Mine Closure Project Lifecycle - 2 points per named Resource; g) Senior Subject Matter Expert – Major Project Management - 3 points per named Resource in addition to the minimum one (1) required; h) Intermediate Subject Matter Expert – Major Project Management - 2 points per named Resource; i) Senior Subject Matter Expert – Contaminated Site Project Control / Project Health - 3 points per named Resource in addition to the minimum one (1) required; j) Intermediate Subject Matter Expert - Contaminated Site Project Control / Project Health - 2 points per named Resource.  While Offerors may identify more Resources in the above		
categories, only a maximum of 10 points will be awarded for factor 4.1.  4.2 The Offeror should demonstrate whether its Resources (Core Team offered in response to Mandatory Requirement 2-M3 or Additional Resources named in response to Rated Criterion 4.1) have worked together as members of an integrated team in	Maximum 5 points (30 points weighted to 5: (Score / 30) x 5	
support of a common Project.  Such experience is not required to have been on a Work engagement completed by the Offeror, nor are the Resources required to have been employed / contracted by the same organization. In order to achieve points, the Offeror MUST demonstrate that the Resources worked actively together (e.g. through meetings, working groups or similar collaborative engagement) in support of a common Mining, Major Mine Closure, Contaminated Site or Infrastructure Project and should describe the Project in adequate detail to enable CIRNAC to validate the nature of the experience.		
<ul> <li>Up to 30 points will be awarded (up to 10 points per Project for three (3) Projects overall), as follows:</li> <li>10 points/Project - Offeror demonstrates four (4) or more Resources have worked together previously in support of a common Mining, Major Mine Closure, Contaminated Site or Infrastructure Project;</li> <li>7 points/Project - Offeror demonstrates three (3) Resources have worked together previously in support of a common Mining, Major Mine Closure, Contaminated Site or Infrastructure Project;</li> <li>3 points/Project - Offeror demonstrates two (2) Resources</li> </ul>		

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2-R4. Offeror Team Capacity	Scores to be assigned based on the following	Cross Reference to Offer
<ul> <li>have worked together previously in support of a common Mining, Major Mine Closure, Contaminated Site or Infrastructure Project;</li> <li>O points/Project - Offeror does not demonstrates Resources have worked together previously in support of a common Mining, Major Mine Closure, Contaminated Site or Infrastructure Project.</li> </ul>		

	Scores to be	Cross
2-R5. Service Delivery Management	assigned based	Reference
	on the following	to Offer
	_	

The Offeror should demonstrate, through a written description, a sound approach to the management of Service delivery to NCSB under any resulting Standing Offer Agreement (SOA) and sound Call-up management and administration.

Points will be awarded per factor (5.1 and 5.2). For each of the factors, points will be awarded for demonstrating a thorough, clear and proven approach that demonstrates an understanding of the requirements (i.e. the approach addresses the requirements and is supported by demonstrating how the Offeror's existing methodologies have been previously used in support of other requirements and how they will effectively support NCSB's requirements):

Each of factor 5.1 and 5.2 will be evaluated separately and the Offeror's score for each factor will be summed to arrive at the Offeror's score out of 10 for 2-R5.

The following Rating Scale will be used to evaluate each of the factors (5.1 and 5.2) under this Criterion:

5 points: The response clearly addresses all of the requirements and demonstrates a proven approach and understanding of the requirement with relevant examples and supporting detail.

4 points: The response clearly addresses the requirements and demonstrates a proven approach and understanding of some of the requirements with supporting detail.

3 points: The response addresses the requirements in part, demonstrating a proven approach in some areas.

2 points: The response is not complete in that it fails to clearly address the requirements. The approach is high level and not related to the requirements, or is not demonstrated to have been previously applied.

0 point: No response provided or the response does not address any of the factor.

5.1	Up to 5 points for a demonstrated thoroapproach to Call-up work planning, exedemonstrating:		Maximum 5	
	<ul> <li>a) Preparation of clear and comprehe including how the Offeror works wit define scope, work activities and le</li> </ul>	h the client to appropriately		
	<ul> <li>b) Appropriate work scheduling and m and delivery schedules;</li> </ul>	naintenance of Call-up work		
	<ul> <li>Effective on-going communications check-ins, work status and delivera management to maintain delivery of scope;</li> </ul>	ble reviews, and issues		
	d) Quality assurance of deliverables a			
	<ul> <li>e) Invoicing practices for deliverables including ensuring accuracy of item and expenses.</li> </ul>			

2-R5. \$	Service Delivery Management	Scores to be assigned based on the following	Cross Reference to Offer
	to 5 points for a demonstrated thorough, clear and proven proach to Call-up and SOA Resourcing; demonstrating:	Maximum 5	
a)	How the Offeror maintains Resource continuity over the course of any assigned Call-ups;		
b)	How the Offeror provides for Resource retention and knowledge retention over the duration of a multi-year service delivery arrangement;		
c)	How the Offeror ensures appropriate Resource identification and qualification against client requirements for Additional Resources;		
d)	How the Offeror manages the development of the level of Resource qualifications over time and ensures appropriate assignment of Resources against client Resource category requirements.		

2-R6. Indigenous Opportunity Considerations	Scores to be assigned based on the following	Cross Reference to Offer
The Offeror should identify and describe those areas of the work where it is offered there is the potential to incorporate Indigenous Opportunity Considerations (IOCs) [e.g. employment, subcontracting, supply, services, or training/capacity building, etc.] as part of, or support to, the delivery of the Offeror's Services to CIRNAC.	Maximum 5 points (20 points weighted to 5: (Score / 20) x 5	
The Offeror should describe its approach to identifying specific IOCs and how they would be implemented under any Call-ups where there is work performed within or Service delivery to a location within a Comprehensive Land Claims Agreement (CLCA) area.		
Points will be awarded for proposing an achievable and realistic approach that enables the maximization of employment, subcontracting, use of suppliers or services, or training/capacity building with Land Claims Beneficiaries and Participants, whether directly or ancillary to the Services to be provided under a Call-up, together with demonstration that elements of the approach have been used successfully on past projects or have a demonstrable likelihood of being achieved identifying the positive outcomes the approach will have in the CLCA area.		
Up to 20 Points will be awarded, as follows:		
c) The Offeror offers realistic methods to identify and engage with Land Claims Beneficiaries /Participants to facilitate the opportunities (e.g. communications, recruitment/retention, etc.) (up to 8 points);		
d) The Offeror identifies potential opportunities for direct employment, sub-contracting, ancillary services, supplies, training or capacity building that are relevant to the Services (up to 12 points).		

2-R6. Indigenous Opportunity Considerations	Scores to be assigned based on the following	Cross Reference to Offer
For each of a) and b), points will be awarded as follows:		
12/12 points OR 8/8 points (as applicable) = The Offeror provides a detailed approach to the factor that is clearly related to the required Services. The Offeror demonstrates that the same or similar approaches have been used in the past and resulted in measurable participation of Indigenous peoples in the work, including description of best practices or lessons learned.		
8/12 points OR 6/8 points (as applicable) = The Offeror provides a detailed approach to the factor that is clearly related to the required Services. The Offeror demonstrates how the approach will be implemented to achieve positive outcomes.		
6/12 points OR 4/8 points = The Offeror provides a detailed approach to the factor that is clearly related to the required Services.		
4/12 points OR 2/8 points (as applicable) = The Offeror provides an approach to the factor. Relation to required Services may be limited in detail.		
0 points = Not addressed or not clearly demonstrated.		

TOTAL POSSIBLE SCORE (2-R1 to 2-R6)	100
Overall required Pass Mark (2-R1 to 2-R6) (70%): Offerors MUST achieve a minimum of 70 points overall of 2-R1 to 2-R6 in order to be evaluated further.	70/100

2-R7. Offer Quality	Scores to be assigned based on the following	Cross Reference to Offer
The Offeror should demonstrate a quality Offer submission that is illustrative of the quality of deliverables it would provide to CIRNAC under any resulting SOA and Call-up(s).	Maximum 5 points (10 points weighted to 5:	
Up to 10 points will be awarded for presenting Offers in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFSO as evidenced by the following:	(Score / 10) x 5	
a) <b>Up to 6 points</b> for writing the narrative portions of the Offer in a clear and concise manner that addresses the requirements while limiting Offer content to information requested. Narrative sections are sensical, well written without typographic or grammatical errors.		
Points will be awarded as follows:		
<b>6 / 6 points</b> = Offer content is clear and well written (e.g. grammar, syntax, spelling, etc.), with professional presentation. The Offer responds logically to the requirements and does not contain marketing material.		
4 / 6 points = Offer content is mostly clear and well written. The		

2-F	R7. Offer Quality	Scores to be assigned based on the following	Cross Reference to Offer
	Offer responds to the requirements and contains limited marketing material.		
	<b>2 / 6 points</b> = Offer content is not clearly written. Content is included that does not clearly address the requirements.		
	<b>0 / 6 points</b> = The Offer is not clear and is difficult to understand.		
b)	<b>Up to 2 points</b> for the layout, ordering and structuring of the Offer to match the order and sequence of the Mandatory Requirements and Rated Criteria within the RFSO.		
	Offers structured to follow the order of the evaluation criteria will receive 2 points. 0.5 points will be deducted for each requirement or criterion that is presented out of numeric sequence, to a maximum of four (4) deductions.		
c)	<b>Up to 2 points</b> for using the requested templates to highlight information in the Offer that is specifically relevant to an evaluation factor or minimum qualifications and ensuring any cross-references within the Offer for highlighted information are easily identified and clearly found.		
	Points will be awarded as follows:		
	<b>2 / 2 points</b> = The Offer uses the templates and contains highlighting, summary tables or cross-references that minimizes duplication of content and facilitates review. References indicated in the Offer are correct.		
	1 / 2 points = The Offer uses the templates and contains some highlighting, summary tables or cross-references. References indicated in the Offer include some errors.		
	<b>0 / 2 points</b> = The Offer does not use the templates or does not include clear highlighting or cross-referencing and it is difficult to locate information that addresses the requirements.		

Sub-Total 2-R1 to 2-R7	105
Pro-rated Written Offer Score (2-R1 to 2-R7)	
For Offers meeting the required pass mark on 2-R1 to 2-R6, the score for the Offer on each of 2-R1 to 2-R7 will be summed to arrive at a total out of 105 points, and the score for the Offer pro-rated to arrive at a Pro-rated Score on the Written Offer out of 70, as follows:	70
[(Score on 2-R1 + Score on 2-R2 + Score on 2-R3 + Score on 2-R4 + Score on 2-R5 + Score on 2-R6 + Score on 2-R7) / 105 points] x 70	

Stream 3: Contaminated Site Project Valuation, Insolvency Management and Recommercialization Services

	ocores to be	01033
3-R1. Proposed Core Team of Resources	assigned based	Reference
	on the following	to Offer

The CVs and Work engagements of the Offeror's offered Core Team Resources who are determined to meet the requirements set out in Mandatory Requirement 3-M3, will be evaluated on the demonstrated and Substantiated extent and depth of the relevant experience of the Resources in providing services similar to NCSB's requirements as described within the SOW Sections 5.4.1-5.4.13.

Only those Resources that are found to meet the requirements of 3-M3 and the category in which they are offered (SOW Section 7.3.3.1) will be evaluated against 3-R1.

Each of the two (2) categories of Resources will be evaluated separately and the Offeror's score for each category will be weighted out of 10.

Where more than one (1) Resource is offered in and meets the Minimum Qualifications of a given category, each Resource will be scored individually, and the totals for each Resource summed and averaged to arrive at an overall score for the Offeror for that Category, that will then be weighted out of

Additionally, 10 points will be awarded for Offerors offering the Services of one (1) qualified Resource in the OPTIONAL Resource category - Senior Subject Matter Expert - Mineral Valuation. In order to achieve points on this rated criterion, the offered Resource MUST demonstrate the qualifications for the category in the SOW Section 7.3.3.1.

The Offeror's scores for each category will be summed to arrive at the Offeror's score out of 30 for 3-R1.

#### 1.1 Principal / Project Leader

a) Up to 60 points for demonstrated experience of the Resource on additional\* distinct\*\* Work engagements in the last 10 years (as of the RFSO posting date) as a Lead, delivering services related to Contaminated Site Project Valuation, Insolvency Management and Re-commercialization Services as defined in the SOW Sections 5.4.1-5.4.13.

In order to be awarded points, Work engagements **MUST** demonstrate:

- the Resource's experience delivering at least one (1) service related to SOW Sections 5.4.1-5.4.13; AND
- the Resource's experience in: application for regulatory approval from AHJ OR implementation of measures to maintain regulatory compliance.

Up to 5 Work engagements will be considered, as follows:

- 6 points per additional\* distinct\*\* Work engagements for which the Resource's services were demonstrated to have been provided for client Projects involving the liquidation or sale of assets.
- ii) 6 points per Work engagement that demonstrates the Resource's experience in at least four (4) of the following factors:
  - (a) Work engagement involved insolvency or abandonment of a Mining Project;
  - (b) working with Indigenous governments or peoples OR working in a Northern environment or Northern territory OR working with multiple socio-economic stakeholders;

Maximum 15 points (100 points weighted to 15: (Score / 100) x 15

Scores to be

Cross

3-R1. Proposed Core Team of Resources	Scores to be assigned based on the following	Cross Reference to Offer
<ul> <li>(c) working on integrated submissions for, OR, working in an integrated manner with one (1) or more of the following: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;</li> <li>(d) working in an operational Project environment implementing Remote logistical considerations;</li> <li>(e) making representations to or reporting to judicial or quasijudicial bodies;</li> <li>(f) strategic management of Project teams.</li> <li>* additional means in addition to the three (3) Work engagements submitted in response to the Mandatory Requirements for the Resource (as set out in the SOW Section 7.3.3.1).</li> <li>***distinct means in support of distinct requirements.</li> </ul>		
b) Up to 40 points for demonstration of the breadth and depth of the Resource's experience delivering services related to the SOW Sections 5.4.1-5.4.13. Experience should be demonstrated across the Work engagements submitted for the Resource (in response to Rated Criterion 3-R1 or in response to Mandatory Requirement 3-M3):		
<ul> <li>(a) The same Work engagement demonstrates at least four (4) services – 8 points;</li> <li>(b) The same Work engagement demonstrates at least three (3) services – 6 points;</li> <li>(c) The same Work engagement demonstrates at least two (2) services – 4 points;</li> <li>(d) Work engagement demonstrates only one (1) service – 0 points.</li> </ul>		
1.2 Senior Consultant	Maximum 15	
a) Up to 60 points for demonstrated experience of the Resource on additional* distinct** Work engagements in the last 10 years (as of the RFSO posting date), delivering services related to Contaminated Site Project Valuation, Insolvency Management and Re-commercialization Services as defined in the SOW Sections 5.4.1-5.4.13.	points (100 points weighted to 15: (Score / 100) x 15	
In order to be awarded points, Work engagements <b>MUST</b> demonstrate:		
<ul> <li>the Resource's experience delivering at least one (1) service related to SOW Sections 5.4.1-5.4.13; AND</li> <li>the Resource's experience in: application for regulatory approval from AHJ OR implementation of measures to maintain regulatory compliance.</li> </ul>		
Up to 5 Work engagements will be considered, as follows:		
<ul> <li>6 points per additional* distinct** Work engagements for which the Resource's services were demonstrated to have been provided for client Projects involving the liquidation or sale of</li> </ul>		

3-R1. Proposed Core Team of Resources	Scores to be assigned based on the following	Cross Reference to Offer
assets.		
<ul> <li>6 points per Work engagement that demonstrates the Resource's experience in at least three (3) of the following factors:</li> </ul>		
<ul> <li>(a) Work engagement involved insolvency or abandonment of a Mining Project;</li> <li>(b) working with Indigenous governments or peoples OR working in a Northern environment or Northern territory OR working with multiple socio-economic stakeholders;</li> <li>(c) working on integrated submissions for, OR, working in an integrated manner with one (1) or more of the following: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;</li> <li>(d) working in an operational Project environment implementing Remote logistical considerations;</li> <li>(e) making representations to or reporting to judicial or quasijudicial bodies;</li> <li>(f) strategic management of Project teams.</li> </ul>		
<ul> <li>* additional means in addition to the two (2) Work engagements submitted in response to the Mandatory Requirements for the Resource (as set out in the SOW Section 7.3.3.1).</li> <li>**distinct means in support of distinct requirements.</li> </ul>		
b) Up to 40 points for demonstration of the breadth and depth of the Resource's experience delivering services related to the SOW Sections 5.4.1-5.4.13. Experience should be demonstrated across the Work engagements submitted for the Resource (in response to Rated Criterion 3-R1 or in response to Mandatory Requirement 3-M3):		
<ul> <li>(a) The same Work engagement demonstrates at least four (4) services – 8 points;</li> <li>(b) The same Work engagement demonstrates at least three (3) services – 6 points;</li> <li>(c) The same Work engagement demonstrates at least two (2) services – 4 points;</li> <li>(d) Work engagement demonstrates only one (1) service – 0 points.</li> </ul>		

3-R2. Offeror Track Record and Work Engagements	Scores to be assigned based	Cross Reference	
	on the following	to Offer	

The experience of the Offeror in delivering Contaminated Site Project Valuation, Insolvency Management and Re-commercialization Services related to NCSB's requirements (as defined in the SOW Sections 5.4.1 - 5.4.13) in support of relevant client Projects will be evaluated based on the Offeror's Work engagements provided in response to Mandatory Requirement 3-M1 and additional information provided by the Offeror demonstrating its track record and client base for these services.

3-R	2. C	Offe	or Track Record and Work Engagements	Scores to be assigned based on the following	Cross Reference to Offer
			tor 2.1 and 2.2 will be evaluated separately and the Offeror's indicated below and summed to arrive at the Offeror's score		r will be
2.1	rec ser Inse	ord vice olve inec	feror should provide demonstration of a sustained track of quality service delivery by the Offeror in delivering s related to Contaminated Site Project Valuation, ncy Management and Re-commercialization Services, as I in the SOW Sections 5.4.1 - 5.4.13, to clients external to eror's organization.	Maximum 10 points (80 points weighted to 10: (Score / 80) x 10	
	Up	to 8	0 points will be awarded as follows:		
	a)	yea Site	monstration, through Work engagements, of the Offeror's ars in business delivering services related to Contaminated a Project Valuation, Insolvency Management and Remmercialization Services to external clients – 2 points per ar to a maximum of 20 points.		
	b)	wh	monstration of the breadth and extent of the client base to om the Offeror delivered these services in the past 10 ars, as follows:		
		i) ii)	Offeror demonstrates the related services (as defined in the SOW Sections 5.4.1 - 5.4.13) have been delivered by the Offeror to multiple distinct client organizations – 5 points per distinct client organization to a maximum of 20 points; Offeror demonstrates successful delivery of the related services through repeat clients that have retained these		
		iii)	Offeror services on more than one (1) completed engagement - 10 points per additional completed engagement with the same client organization to a maximum of 20 points; Offeror demonstrates it has delivered the related services (as defined in the SOW Sections 5.4.1 - 5.4.13) to government or quasi-governmental organizations operating at a national, territorial, provincial or state level – 5 points per distinct government or quasi-governmental client organization, to a maximum of 20 points.		
2.2	res der exp Pro con	pon: non perie pject	feror's three (3) Work engagements, as submitted in se to Mandatory Requirement M1, will be evaluated on the strated and Substantiated extent and depth of relevant ence delivering services related to Contaminated Site Valuation, Insolvency Management and Recircialization Services as defined in the SOW Sections 5.4.1 3.	Maximum 15 points (70 points weighted to 15: (Score / 70) x 15	
	Up	to 7	0 points will be awarded as follows:		
	a)	mir tha	monstration of additional Work engagements (beyond the nimum of one (1) required in Mandatory Requirement 3-M1) t demonstrate the delivery of services for a client's Mine olvency Project – 5 points per Work engagement to a		

3-R2. C	Offeror Track Record and Work Engagements	Scores to be assigned based on the following	Cross Reference to Offer
	maximum of 10 points;		
b)	demonstration of the delivery of services to the client that resulted in either (i or ii):		
	<ul> <li>i) the re-commercialization of the assets through sale, including market assessment, promotion and shepherding of the sales process to its conclusion, including effective negotiation of sale; OR</li> <li>ii) the restructuring of Project financing or Commercial Arrangements to deliver upon the Project;</li> </ul>		
	5 points per Work engagement for either (i or ii) to a maximum of 15 points;		
c)	demonstration of the delivery of services to the client included one (1) of the following elements (i, ii, or iii):		
	<ul> <li>i) support in planning and implementation of restructured Project delivery model (e.g. Public Private Partnership, Alternative Service Delivery, etc.);</li> <li>ii) support to the client in engagement with Project proponents, stakeholders or impacted parties;</li> <li>iii) support to the client in establishment and maintenance of effective intergovernmental relationships within the context of the Project;</li> </ul>		
	2.5 points per Work engagement for any of (i, ii, or iii) to a maximum of 7.5 points;		
d)	demonstration of the complexity of the Work engagements – 12.5 points per Work engagement to a maximum of 37.5 points, as follows:		
	<ul> <li>i) working with Indigenous governments or peoples OR working in a Northern environment or Northern territory OR working with multiple socio-economic stakeholders – 2.5 points;</li> <li>ii) working on integrated submissions for, OR, working in an integrated manner with one (1) or more of the following: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants – 2.5 points;</li> <li>iii) working in an operational Project environment implementing Remote logistical considerations – 2.5 points;</li> <li>iv) making representations to or reporting to judicial or quasijudicial bodies – 2.5 points;</li> <li>v) strategic management of Project teams – 2.5 points.</li> </ul>		

	Scores to be	Cross	
3-R3. Subject Matter Approach and Understanding	assigned based	Reference	
	on the following	to Offer	

3-R3. Subject Matter Approach and Understanding

Scores to be assigned based on the following to Offer

The Offeror should demonstrate, through a written description, a sound approach to the delivery of Contaminated Site Project Valuation, Insolvency Management and Re-commercialization expertise to NCSB together with a demonstrated understanding of the requirements for Contaminated Site Project Valuation, Insolvency Management and Re-commercialization Services.

Points will be awarded per factor (3.1 and 3.2). For each of the factors, points will be awarded for demonstrating a thorough, clear and proven approach that demonstrates an understanding of the requirements (i.e. the approach addresses the Services required and is supported by demonstrating how the Offeror's existing methodologies have been previously used in support of other requirements and how they will effectively support NCSB's requirements).

Each of factor 3.1 and 3.2 will be evaluated separately and the Offeror's score for each factor will be weighted as indicated below and summed to arrive at the Offeror's score **out of 20 for 3-R3**.

The following **Rating Scale** will be used to evaluate each of the factors (3.1 and 3.2) under this Criterion:

10 points: The response clearly addresses all of the requirements and demonstrates a proven approach and understanding of the requirement with relevant examples and supporting detail.

7 points: The response clearly addresses the requirements and demonstrates a proven approach and understanding of some of the requirements with supporting detail.

5 points: The response addresses the requirements in part, demonstrating a proven approach in some areas.

3 points: The response is not complete in that it fails to clearly address the requirements. The approach is high level and not related to the requirements, or is not demonstrated to have been previously applied.

0 point: No response provided or the response does not address any of the factor.

3.1	the der	to <b>10 points</b> for a demonstrated approach to the delivery of a Services (as defined in SOW Sections 5.4.1 - 5.4.13) that monstrates an understanding of how these Services effectively apport the fiduciary and environmental stewardship for these mplex Projects over a multi-year lifespan.	Maximum 10	
3.2	Se de	to <b>10 points</b> for a demonstrated approach to delivering the rvices (as defined in SOW Sections 5.4.1 - 5.4.13) that monstrates an understanding of the context, challenges, risks d issues associated with the management of:	Maximum 10	
	a)	multi-year Contaminated Site and Mine Closure Projects in a Northern Remote environment;		
	b)	establishment and maintenance of effective intergovernmental relationships, including collaboration, communications and negotiations;		
	c)	engagement, establishment and maintenance of effective relationships and agreements with Indigenous governments, organizations, communities and associations;		
	d)	working effectively with Authorities Having Jurisdiction (AHJ), governing and appointed bodies, non-governmental associations, financial/commercial industry partners; and		
	e)	engagement with private sector delivery participants and third party advisors from a variety of disciplines (e.g. technical, environmental, legal, financial, etc.).		
ap	olied	s should provide clear evidence of approaches which will be to addressing NCSB requirements through specific ches and mechanisms and should include evidence of lessons		

3-R3. Subject Matter Approach and Understanding	Scores to be assigned based on the following	Cross Reference to Offer
learned applied and best practices.		

	Scores to be	Cross
3-R4. Offeror Team Capacity	assigned based	Reference
	on the following	to Offer

Offerors will be evaluated on the demonstrated capacity to provide the Services of Resources within the Core and Additional Resource categories, beyond the minimum required Core Team offered in response to Mandatory Requirement 3-M3.

Offerors will also be evaluated on the demonstrated team capacity working together in support of Projects.

Each of factor 4.1 and 4.2 will be evaluated separately and the Offeror's score for each factor will be weighted as indicated below and summed to arrive at the Offeror's score **out of 10 for 3-R4**.

4.1 The Offeror's completed table "Offeror Resource Team Structure" Maximum 5 points form" as submitted in response to Mandatory Requirement 3-M2 (10 points weighted to 5: will be evaluated based on the depth and breadth of the Offeror's identified Resource capacity within each of the Core Team and (Score / 10) x 5 Additional Resource categories. Up to 10 points will be awarded for identifying named Resources in the categories, as follows: Principal / Project Leader – 4 points per named Resource in addition to the minimum one (1) required; Senior Consultant – 3 points per named Resource in addition to the minimum one (1) required; c) Intermediate Consultant – 2 points per named Resource; d) Junior Consultant – 1 point per named Resource; e) Senior Subject Matter Expert – Mineral Valuation - 3 points per named Resource; f) Intermediate Subject Matter Expert – Mineral Valuation - 2 points per named Resource. While Offerors may identify more Resources in the above categories, only a maximum of 10 points will be awarded for factor 4.1. 4.2 The Offeror should demonstrate whether its Resources (Core **Maximum 5 points** Team offered in response to Mandatory Requirement 3-M3 or (20 points Additional Resources named in response to Rated Criterion 4.1) weighted to 5: have worked together as members of an integrated team in (Score / 20) x 5 support of a common Project. Such experience is not required to have been on a Work engagement completed by the Offeror, nor are the Resources required to have been employed / contracted by the same organization. In order to achieve points, the Offeror MUST demonstrate that the Resources worked actively together (e.g. through meetings, working groups or similar collaborative engagement) in support of a common Project and should describe the Project in adequate detail to enable CIRNAC to validate the

3-R4. Offeror Team Capacity	Scores to be assigned based on the following	Cross Reference to Offer
nature of the experience.		
Up to 20 points will be awarded (up to 10 points per Project for three (3) Projects overall), as follows:		
<ul> <li>10 points/Project - Offeror demonstrates three (3) or more Resources have worked together previously in support of a common Project;</li> </ul>		
<ul> <li>5 points/Project - Offeror demonstrates two (2) Resources have worked together previously in support of a common Project;</li> </ul>		
0 points/Project - Offeror does not demonstrate Resources, or demonstrates only one (1) Resource has worked together previously in support of a common Project;		

	Scores to be	Cross
3-R5. Service Delivery Management	assigned based	Reference
	on the following	to Offer

The Offeror should demonstrate, through a written description, a sound approach to the management of Service delivery to NCSB under any resulting Standing Offer Agreement (SOA) and sound Call-up management and administration.

Points will be awarded per factor (5.1 and 5.2). For each of the factors, points will be awarded for demonstrating a thorough, clear and proven approach that demonstrates an understanding of the requirements (i.e. the approach addresses the requirements and is supported by demonstrating how the Offeror's existing methodologies have been previously used in support of other requirements and how they will effectively support NCSB's requirements):

Each of factor 5.1 and 5.2 will be evaluated separately and the Offeror's score for each factor will be summed to arrive at the Offeror's score **out of 10 for 3-R5**.

The following Rating Scale will be used to evaluate each of the factors (5.1 and 5.2) under this Criterion:

5 points: The response clearly addresses all of the requirements and demonstrates a proven approach and understanding of the requirement with relevant examples and supporting detail.

4 points: The response clearly addresses the requirements and demonstrates a proven approach and understanding of some of the requirements with supporting detail.

3 points: The response addresses the requirements in part, demonstrating a proven approach in some areas.

2 points: The response is not complete in that it fails to clearly address the requirements. The approach is high level and not related to the requirements, or is not demonstrated to have been previously applied.

0 point: No response provided or the response does not address any of the factor.

5.1 Up to 5 points for a demonstrated thorough, clear and proven approach to Call-up work planning, execution and administration; demonstrating:	Maximum 5	
<ul> <li>a) Preparation of clear and comprehensive Call-up Proposals including how the Offeror works with the client to appropriate define scope, work activities and level of effort required;</li> </ul>	У	
<ul> <li>Appropriate work scheduling and maintenance of Call-up wor and delivery schedules;</li> </ul>	<	
c) Effective on-going communications with the client including		

3-R5. Service Delivery Management	Scores to be assigned based on the following	Cross Reference to Offer
<ul> <li>check-ins, work status and deliverable reviews, and issues management to maintain delivery on-time, on-budget and inscope;</li> <li>d) Quality assurance of deliverables and services rendered;</li> <li>e) Invoicing practices for deliverables and level-of-effort services including ensuring accuracy of items/hours billed, billing rates, and expenses.</li> </ul>		
5.2 Up to 5 points for a demonstrated thorough, clear and proven approach to Call-up and SOA Resourcing; demonstrating:	Maximum 5	
a) How the Offeror maintains Resource continuity over the course of any assigned Call-ups;		
<ul> <li>b) How the Offeror provides for Resource retention and knowledge retention over the duration of a multi-year service delivery arrangement;</li> </ul>		
c) How the Offeror ensures appropriate Resource identification and qualification against client requirements for Additional Resources;		
d) How the Offeror manages the development of the level of Resource qualifications over time and ensures appropriate assignment of Resources against client Resource category requirements.		

3-R6. Indigenous Opportunity Considerations	Scores to be assigned based on the following	Cross Reference to Offer
The Offeror should identify and describe those areas of the work where it is offered there is the potential to incorporate Indigenous Opportunity Considerations (IOCs) [e.g. employment, subcontracting, supply, services, or training/capacity building, etc.] as part of, or support to, the delivery of the Offeror's Services to CIRNAC.	Maximum 5 points (20 points weighted to 5: (Score / 20) x 5	
The Offeror should describe its approach to identifying specific IOCs and how they would be implemented under any Call-ups where there is work performed within or Service delivery to a location within a Comprehensive Land Claims Agreement (CLCA) area.		
Points will be awarded for proposing an achievable and realistic approach that enables the maximization of employment, subcontracting, use of suppliers or services, or training/capacity building with Land Claims Beneficiaries and Participants, whether directly or ancillary to the Services to be provided under a Call-up, together with demonstration that elements of the approach have been used successfully on past projects or have a demonstrable likelihood of being achieved identifying the positive outcomes the approach will have in the CLCA area.		
Up to 20 Points will be awarded, as follows:		
a) The Offeror offers realistic methods to identify and engage with Land Claims Beneficiaries /Participants to facilitate the opportunities (e.g. communications, recruitment/retention, etc.)		

3-R6. Indigenous Opportunity Considerations	Scores to be assigned based on the following	Cross Reference to Offer
(up to 8 points);		
b) The Offeror identifies potential opportunities for direct employment, sub-contracting, ancillary services, supplies, training or capacity building that are relevant to the Services (up to 12 points).		
For each of a) and b), points will be awarded as follows:		
12/12 points OR 8/8 points (as applicable) = The Offeror provides a detailed approach to the factor that is clearly related to the required Services. The Offeror demonstrates that the same or similar approaches have been used in the past and resulted in measurable participation of Indigenous peoples in the work, including description of best practices or lessons learned.		
8/12 points OR 6/8 points (as applicable) = The Offeror provides a detailed approach to the factor that is clearly related to the required Services. The Offeror demonstrates how the approach will be implemented to achieve positive outcomes.		
6/12 points OR 4/8 points = The Offeror provides a detailed approach to the factor that is clearly related to the required Services.		
4/12 points OR 2/8 points (as applicable) = The Offeror provides an approach to the factor. Relation to required Services may be limited in detail.		
0 points = Not addressed or not clearly demonstrated.		

TOTAL POSSIBLE SCORE (3-R1 to 3-R6)	100
Overall required Pass Mark (3-R1 to 3-R6) (60%): Offerors MUST achieve a minimum of 60 points overall of 3-R1 to 3-R6 in order to be evaluated further.	60/100

3-R7. Offer Quality	Scores to be assigned based on the following	Cross Reference to Offer
The Offeror should demonstrate a quality Offer submission that is illustrative of the quality of deliverables it would provide to CIRNAC under any resulting SOA and Call-up(s).	Maximum 5 points (10 points weighted to 5:	
Up to 10 points will be awarded for presenting Offers in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFSO as evidenced by the following:	(Score / 10) x 5	
a) <b>Up to 6 points</b> for writing the narrative portions of the Offer in a clear and concise manner that addresses the requirements while limiting Offer content to information requested. Narrative sections are sensical, well written without typographic or grammatical errors.		
Points will be awarded as follows:		

3-R7. Offer Quality	Scores to be assigned based on the following	Cross Reference to Offer
<b>6 / 6 points</b> = Offer content is clear and well written (e.g. grammar, syntax, spelling, etc.), with professional presentation. The Offer responds logically to the requirements and does not contain marketing material.		
4 / 6 points = Offer content is mostly clear and well written. The Offer responds to the requirements and contains limited market material.		
2 / 6 points = Offer content is not clearly written. Content is included that does not clearly address the requirements.		
0 / 6 points = The Offer is not clear and is difficult to understar	nd.	
b) <b>Up to 2 points</b> for the layout, ordering and structuring of the C to match the order and sequence of the Mandatory Requirement and Rated Criteria within the RFSO.		
Offers structured to follow the order of the evaluation criteria was receive 2 points. 0.5 points will be deducted for each requirem or criterion that is presented out of numeric sequence, to a maximum of four (4) deductions.	I	
c) <b>Up to 2 points</b> for using the requested templates to highlight information in the Offer that is specifically relevant to an evaluate factor or minimum qualifications and ensuring any cross-references within the Offer for highlighted information are easily identified and clearly found.		
Points will be awarded as follows:		
2 / 2 points = The Offer uses the templates and contains highlighting, summary tables or cross-references that minimize duplication of content and facilitates review. References indica in the Offer are correct.		
1 / 2 points = The Offer uses the templates and contains som highlighting, summary tables or cross-references. References indicated in the Offer include some errors.	e	
<b>0 / 2 points</b> = The Offer does not use the templates or does not include clear highlighting or cross-referencing and it is difficult locate information that addresses the requirements.		

Sub-Total 3-R1 to 3-R7	105
Pro-rated Written Offer Score (3-R1 to 3-R7)	
For Offers meeting the required pass mark on 3-R1 to 3-R6, the score for the Offer on each of 3-R1 to 3-R7 will be summed to arrive at a total out of 105 points, and the score for the Offer pro-rated to arrive at a Pro-rated Score on the Written Offer out of 70, as follows:	70
[(Score on 3-R1 + Score on 3-R2 + Score on 3-R3 + Score on 3-R4 + Score on 3-R5 + Score on 3-R6 + Score on 3-R7) / 105 points] x 70	

# 4.5 Financial Evaluation

#### 4.5.1 SACC Manual Clause

M0220T (2016-01-28), Evaluation of Price

#### 4.5.2 Financial Evaluation Procedure

- a) Within each Service Stream, Offerors meeting ALL Mandatory Requirements and meeting the mandatory minimum score of 70% over all Point-Rated criteria will be evaluated on the basis of their Financial Offer.
- b) The Financial Evaluation will be carried out by the Standing Offer Authority independent of the Evaluation Team responsible for rating the Technical Offer. Financial Offers will be evaluated based on the methodology detailed below.
- c) Failure on the part of the Offeror to provide the information required within the article 4.5, Financial Tables, will result in CIRNAC deeming the Offer to be non-compliant, with the Offer being given no further consideration.
- d) The Offeror **MUST** provide a fixed all-inclusive **hourly** rate (\$CAD) for the Resource categories in the Service Stream for which it is proposing to provide services.
- e) The fixed all-inclusive hourly rate MUST be inclusive of all payroll, overhead costs, administration (e.g. internal business services, invoicing, timesheets, travel coordination, reporting, and other ancillary services to administer the SOA and any Call-ups, etc.) disbursements, profits, and any other costs required for the Offeror to complete the work under any resultant Call-up of any awarded Standing Offer Agreement. Note: the fixed all-inclusive hourly rates are not to be quoted as a range.
- f) For each Service Stream, full points will be awarded to the Offeror with the lowest total estimated cost (cell E in the Financial Tables, defined in article 4.5.3) **for that Service Stream**. Fewer points will be awarded to all other Offerors in that Service Stream based on the percentage differential of their lowest total estimated cost from that of the Offeror with the lowest, as follows:

CIRNAC reserves the right to correct mathematical errors in the calculation of the average hourly rate (column D) and the total average hourly rate (cell E). In the event of any mathematical errors in column D or cell E, the values entered in columns A – C (the offered hourly rates) will prevail.

#### 4.5.3 Financial Tables

Initial Period: Standing Offer Award to March 31, 2022 inclusive Option Year 1: April 1, 2022 to March 31, 2023 inclusive

Option Year 2: April 1, 2023 to March 31, 2023 inclusive

#### Stream 1 - Contaminated Site Project Portfolio Services

Offerors **MUST** provide all-inclusive hourly rates for all CORE Resource categories (1C-1, 1C-2, and 1C-3) and Additional Resource categories (1A-1, 1A-2, and 1A-3), as defined in the SOA article 7.3.1.

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If the OPTIONAL Core Resource category (1C-4) is offered, the Senior Subject Matter Experts are required to be at the same rate, which means the rate for 1C-4 in each period/timeframe **MUST** be equal to that of 1C-3.

If the OPTIONAL Additional Resource category (1A-4) is offered, the Intermediate Subject Matter Experts are required to be at the same rate, which means the rate for 1A-4 **MUST** in each period/timeframe be equal to that of 1A-3.

	RESOURCE	Per-hour Rate (Initial Period) (A)	Per-hour Rate (Option Year 1) (B)	Per-hour Rate (Option Year 2) (C)	Average Per- hour Rate (D) = [(A+B+C)/3]
	1C-1. Principal / Project Leader				
	1C-2. Senior Consultant				
Core	1C-3. Senior Subject Matter Expert - Contaminated Site Project Lifecycle				
	1C-4. Senior Subject Matter Expert - Strategic Planning, Facilitation and Engagement (OPTIONAL)				
	1A-1. Intermediate Consultant				
	1A-2. Junior Consultant				
Additional	1A-3. Intermediate Subject Matter Expert - Contaminated Site Project Lifecycle				
A	1A-4. Intermediate Subject Matter Expert – Strategic Planning, Facilitation and Engagement (OPTIONAL)				
	Overall Average Per-hour Rate (E)  E = (Sum of Column D in Core + 70% x Sum of Column in Additional) / 6				

## Stream 2 - Major Mine Closure Project Services

Offerors **MUST** provide all-inclusive hourly rates for all CORE Resource categories (2C-1 to 2C-5) and Additional Resource categories (2A-1 to 2A-5), as defined in the SOA article 7.3.2.

Note that the Senior Subject Matter Experts are required to be at the same rate, which means the rates for 2C-3, 2C-4 and 2C-5 in each period/timeframe **MUST** be equal.

Note that the Intermediate Subject Matter Experts are required to be at the same rate, which means the rates for 2A-3, 2A-4 and 2A-5 in each period/timeframe **MUST** be equal.

	RESOURCE	Per-hour Rate (Initial Period) (A)	Per-hour Rate (Option Year 1) (B)	Per-hour Rate (Option Year 2) (C)	Average Per- hour Rate (D) = [(A+B+C)/3]
ore	2C-1. Principal / Project Leader				
ပိ	2C-2. Senior Consultant				

	2C-3. Senior Subject Matter				
	Expert - Mine Closure Project Lifecycle				
	2C-4. Senior Subject Matter Expert - Major Project Management				
	2C-5. Senior Subject Matter Expert - Contaminated Site Project Control / Project Health				
	2A-1. Intermediate Consultant				
	2A-2. Junior Consultant				
nal	2A-3. Intermediate Subject Matter Expert - Mine Closure Project Lifecycle				
Additional	2A-4. Intermediate Subject Matter Expert - Major Project Management				
	2A-5. Intermediate Subject Matter Expert - Contaminated Site Project Control / Project Health				
	Overall Average Per-hour Rate (E) E = (Sum of Column D in Core + 70% x Sum of Column in Additional) / 6				

# Stream 3 – Contaminated Site Project Valuation, Insolvency Management and Recommercialization Services

Offerors **MUST** provide all-inclusive hourly rates for all CORE Resource categories (3C-1, 3C-2) and Additional Resource categories (3A-1, 3A-2), as defined in the SOA article 7.3.3.

If the OPTIONAL Core Resource category (3C-3) is offered, the Offeror **MUST** provide all-inclusive hourly rates for the Senior Subject Matter Experts. If the OPTIONAL Additional Resource category (3A-3) is offered, the Offeror **MUST** provide all-inclusive hourly rates for the Intermediate Subject Matter Experts.

	RESOURCE	Per-hour Rate (Initial Period) (A)	Per-hour Rate (Option Year 1) (B)	Per-hour Rate (Option Year 2) (C)	Average Per- hour Rate (D) = [(A+B+C)/3]
	3C-1. Principal / Project Leader				
Core	3C-2. Senior Consultant				
ŏ	3C-3. Senior Subject Matter Expert - Mineral Valuation (OPTIONAL)				
	3A-1. Intermediate Consultant				
ional	3A-2. Junior Consultant				
Additional	3A-3. Intermediate Subject Matter Expert - Mineral Valuation (OPTIONAL)				
	Overall Average Per-hour Rate (E)  E = (Sum of Column D in Core + 70% x Sum of Column in Additional)  divided by the number (#) of categories offered				

## 4.6 Basis of Selection

For each Service Stream, only the Offers that have met all Mandatory Requirements and meeting that minimum overall pass mark on the Point-Rated criteria will be deemed as **responsive**.

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

Standing Offer Agreements (SOAs) will be awarded based on a determination of **Best Value per Service Stream** considering both the technical merit of the Offers and the Financial Evaluation. To arrive at an overall score achieved by an Offeror, a weighting has been established as follows:

Technical merit will be valued at 70% of the Offer and price will be valued at 30% of the Offer. The Offeror(s) will be selected on the basis of the highest responsive combined rating of technical merit and price. The calculation used to determine the Offeror's Total Score will be:

Offeror's Total Score (out of 100 points) = Offeror's Weighted Technical Score (out of 70 points) + Offeror's Financial Score (out of 30 points)

Awards will be made to the Offeror(s) representing Best Value. Best Value will be defined as the highest Total Score, i.e. the highest ranked responsive Offer (as applicable per Service Stream) would be considered to represent Best Value.

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

#### 4.6.2 SOA Value Allocation

For each Service Stream, the Offerors with the highest three (3) Total Scores will be recommended for award of SOAs, based on the following value allocation rules:

Highest Ranked Offeror	\$2,000,000.00 (100%)	applicable taxes included
Second Highest Ranked Offeror	\$1,800,000.00 (90%)	applicable taxes included
Third Highest Ranked Offeror	\$1,600,000.00 (80%)	applicable taxes included

Where there are only two (2) responsive Offers for a Service Stream, they will be deemed as the highest ranked Offeror and second highest ranked Offeror.

Highest Ranked Offeror	\$2,000,000.00 (100%)	applicable taxes included
Second Highest Ranked Offeror	\$1.800.000.00 (90%)	applicable taxes included

Where there is only one (1) responsive Offer for a Service Stream, this Offeror will be deemed as the highest ranked Offeror.

Highest Ranked Offeror \$2,000,000.00 (100%) applicable taxes included

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#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

#### 5.1 Certifications Required with the Offer

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

## 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

## 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

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

5.2.3.1 Status and Availability of Resources

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

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

#### 6.1 Security Requirements

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

## 6.2 Financial Capability

N/A

#### 6.3 Insurance Requirements

N/A

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

#### 7.1 Offer

- **7.1.1** The Offeror offers to perform the Work in accordance with the Statement of Work (SOW) at Annex "A".
- 7.1.2 This Standing Offer is established for the Stream under the "Contaminated Site and Major Mine Closure Project & Portfolio Management Support Services" (the "Services") defined in the SOW Section 3 Objectives.

## 7.2 Security Requirements

- **7.2.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.
  - Pursuant to the Policy Government Security, the nature of the services to be provided under the
    resulting Standing Offer Agreement requires a Government of Canada (GoC) Security Screening
    action at the Reliability Status level for the Contractor, their resources and sub-contractors to be
    assigned to conduct the work.
  - 2. Prior to the commencement of the work, the Contractor and each of its personnel involved in the call-up must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
  - 3. The Contractor and its personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.
  - 4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until appropriate document safeguarding capability is authorized by the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC).
  - 5. The Contractor must comply with the provisions of the:
    - a. Security clauses and requirements (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 Standing Offer Agreement call-up Work 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. Level of GoC Security Screening or Clearance;
    - d. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
    - e. 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:

CERTIFICA	ATION
If successful, as a duly authorized representative hereby certify that (Enter Firm/Contractor Name currently not in possession of a valid Government minimum level of <b>Reliability Status</b> agree to be the required Security Screening prior to providing	e) and all proposed resources that are ent of Canada Security Screening at the exponsored by the Department to obtain
Name of Duly Authorized Representative (Print)  Signature of Duly Authorized Representative	
Title	Date

<u>Prior to Call-up</u>, for those Contractor resources **not** currently in possession of a valid Government of Canada Security Screening, the Department will require said resources to undergo the Personnel Screening process, sponsored, for the purposes of obtaining a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**. Resources will be required to complete the Personnel Screening Consent and Authorization Form **TBS/SCT 330-23E (Rev. 2002/07)** as viewable on the Canadian International Industrial Security Directorate (CIISD) website, as indicated in the RFSO, and submit this information to CIRNAC, Security and Accommodation Division.

This procedure is in accordance with the Departmental and *Policy 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. CIRNAC 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* of Canada 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 standing offer agreement.

#### 7.2.2 Offeror's Sites or Premises Requiring Safeguarding

7.2.2.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and offered individuals' sites or premises for the following addresses:

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

7.2.2.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>) issued by Public Works and Government Services Canada.

# 7.3.1 General Conditions

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

# 7.3.2 Standing Offers Reporting

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

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

The quarterly reporting periods are defined as follows:

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

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

## 7.4 Term of Standing Offer

## 7.4.1 Period of the Standing Offer

The period for making Call-ups against the Standing Offer is from Standing Offer Award to March 31, 2022 inclusive.

## 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-year option periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

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

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

## 7.5 Authorities

# 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Shuo Chen

Title: Senior Procurement and Contracting Officer Materiel and Assets Management Directorate

Crown-Indigenous Relations and Northern Affairs Canada

10 rue Wellington, Gatineau, QC, K1A 0H4

Telephone: 819-953-6910 Facsimile: 819-953-7721

E-mail address: shuo.chen@canada.ca

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

# 7.5.2 Project Authority

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

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

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

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

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

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

# 7.7 Identified Users

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

# 7.8 Numbers of Standing Offers

A maximum of \_\_\_\_Standing Offers will be issued for this Service Stream.

# 7.9 Call-up Allocation and Procedures

# 7.9.1 Call-up Allocation

Call-ups against the Standing Offer will be issued by the Standing Offer Authority or the Project Authority (as applicable) on a proportional basis **per Service Stream** 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. within the Service Stream.

Where three (3) Standing Offers are awarded **per Service Stream**, the Call-up assignment will be as follows:

Highest Ranked Offeror	\$2,000,000.00 (100%)	applicable taxes included
Second Highest Ranked Offeror	\$1,800,000.00 (90%)	applicable taxes included
Third Highest Ranked Offeror	\$1,600,000.00 (80%)	applicable taxes included

Where only two (2) Standing Offers are awarded **per Service Stream**, the Call-up assignment will be as follows:

Highest Ranked Offeror	\$2,000,000.00 (100%)	applicable taxes included
Second Highest Ranked Offeror	\$1,800,000.00 (90%)	applicable taxes included

Where there is only one (1) responsive Offer for a Service Stream, this Offeror will be deemed as the highest ranked Offeror and the Call-up will be assigned as follows:

Highest Ranked Offeror \$2,000,000.00 (100%) applicable taxes included

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

The Project Authority will select an Offeror from the required Service Stream that best meets its requirements as described in the related Call-up. This may include, but is not necessarily limited to, experience with a specific site, project or issue, expertise in a specific subject matter, absence of conflict of interest of the Offeror or its resources with other project participants, security requirements for the work to be completed under the Call-up, and other considerations important for the completion of work.

# 7.9.2 Call-up Procedures

- 1) Offerors will be contacted directly as described in 7.9.1 above.
- 2) The Standing Offer Authority or the Project Authority (as applicable) will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including the site(s) for which services are required and identification of any applicable CLCA(s), a description of the Deliverables/reports to be submitted. The Project Authority may, in its exclusive discretion, require the Offeror to provide the services of one (1), some or all of the resources named in its RFSO offer (as accepted by CIRNAC), or may request the Offeror to offer which of the resources will deliver the work requested, or may request the Offeror to offer additional resources who must be evaluated (as per the original RFSO) and qualified to provide services under the Call-up.
- 3) The Standing Offer Authority or the Project Authority (as applicable) will determine whether one (1) or more of a firm price, ceiling price, or limitation of expenditure will apply to the Call-up and will require the Offeror to accordingly submit one (1) or more of a firm price, ceiling price, or limitation of expenditure.

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

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

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

- 4) As requested, the Offeror will submit any one (1) or more of a firm price, a ceiling price, or a limitation of expenditure as required by the Call-up, a schedule indicating completion dates for major work activities and submission dates for deliverables/reports with supporting details, and as requested by CIRNAC the name(s) and curriculum vitae (CVs) of any additional resources offered to conduct the work and the Indigenous Opportunity Considerations the Offeror shall implement in the course of the Call-up work. The Offer must be submitted to the applicable Project Authority within three (3) business days of receiving the request, unless otherwise specified in writing by the requesting Authority.
- 5) The firm price, ceiling price and/or limitation of expenditure will be established by using the applicable <a href="https://example.com/hourly">hourly</a> rates as shows in the Basis of Payment, Annex "B". Amounts for any expenses will be added to the Call-up by CIRNAC.
- 6) Failure by the Offeror to submit an Offer in accordance with the time frame specified above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the offer. The Offeror will then be by-passed and the Project Authority will send the request to the next best-suited Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, CIRNAC reserves the right to procure the specified services by other methods.
- 7) CIRNAC reserves the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Standing Offer Authority or the Project Authority (as applicable) reserves the right to go to the next Offeror.
- 8) Upon agreement of the firm price, ceiling price and/or limitation of expenditure for the Services, the Offeror will be authorized by the applicable Project Authority to proceed with the work through the issuance of a duly completed and signed Call-up against the Standing Offer.
- 9) The Offeror shall not commence work until the Call-up against the Standing Offer has been signed by the Contracting Authority. The Offeror acknowledges that any and all work performed in the absence of a Call-up against the 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 by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.

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

# 7.11 Limitation of Call-ups

N/A

#### 7.12 Financial Limitation

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

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

# 7.13 Priority of Documents

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

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

#### 7.14 Certifications and Additional Information

## 7.14.1 Compliance

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

#### 7.14.2 SACC Manual Clauses

SACC Manual Clause M3020C (2016-01-28), Status of Availability of Resources - Offer

## 7.15 Applicable Laws

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

# 7.16 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual Call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

Amd. No. - N° de la modif.

## **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**

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 7.3 **Term of Contract**

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

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

#### 7.3.2 **Delivery Date**

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

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

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

#### 7.5 **Payment**

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

The Contractor will be paid for the Work performed in accordance with the Annex "B" - Basis of payment. Customs duties are included and Applicable Taxes are extra.

# 7.5.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ duties are included and applicable taxes are extra. Any amounts for taxes will be added at time of Call-up award.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or

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 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 Terms of Payment

H1008C (2018-05-12), Monthly Payment

# 7.5.4 Electronic Payment of Invoices – Call-up

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

a. Direct Deposit (Domestic and International);

# 7.6 Invoicing Instructions

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

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;
- a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
  - b. The original and one (1) copy must be forwarded to the following address for certification and payment.

# 7.7 Insurance Requirements

CIRNAC is not responsible to recompense for personal or property injury to the Contractor or the Contractor's deployed resources, while providing Services on behalf of CIRNAC, throughout the duration of the contract. The Contractor **MUST** maintain the appropriate insurance coverage for its deployed resources, including any sub-contractors, within 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.

## ANNEX "A" - STATEMENT OF WORK

# S.W.1 TITLE

Northern Contaminated Sites Branch, Contaminated Site and Major Mine Closure Project & Portfolio Management Support Services – Standing Offer Agreements

# S.W.2 BACKGROUND

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

CIRNAC must balance the need to support the North's economic potential with sustainable development and environmental protection. A major component of the fulfillment of these goals is the addressing of sites in the North, on Crown lands which have become contaminated. Under Treasury Board's Policy on Management of Real Property, all federal government departments are charged with environmental stewardship that contribute to the preservation and protection of the environment; however, CIRNAC faces some unique challenges in the discharge of this duty.

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.

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

## http://www.aadnc-aandc.gc.ca/eng/1100100035301/1100100035302.

# S.W.3 OBJECTIVE

To support the work of the Branch within Headquarters and the Regions, NCSB requires access to qualified professional firms ("Offerors") providing experienced resources with expertise in Contaminated Site Project Portfolio Services, Major Mine Closure Project Services and Contaminated Site Project

Valuation, Insolvency Management and Re-Commercialization ("Contaminated Site and Major Mine Closure Project & Portfolio Management Support Services" – the "Services").

CIRNAC seeks to award up to\_\_\_\_Standing Offer Agreements (SOAs) per Service Stream to qualified Offerors, as set out below:

- Stream 1: Contaminated Site Project Portfolio Services
- Stream 2: Major Mine Closure Project Services
- Stream 3: Contaminated Site Project Valuation, Insolvency Management and Re-commercialization

The Offeror's Services shall be delivered on an as-and-when required basis, pursuant to one (1) or more Call-up(s).

As set out in the Call-up(s), the Services shall be delivered to either or both of NCSB Headquarters and its Regional locations. Specific Service objectives will be contained within any resulting Call-up(s).

# S.W.4 DEFINITIONS AND APPLICABLE DOCUMENTS

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
Aboriginal Business	An Aboriginal Business can be:  • a band as defined by the Indian Act;  • a sole proprietorship;  • a limited company;  • a co-operative;  • a partnership; or  • a not-for-profit organization
	in which Aboriginal persons have at least 51 percent ownership and control;
	OR 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.
	When an Aboriginal Business has six or more full-time employees at the date of submitting the Offer, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.
AHJ	Authorities Having Jurisdiction
ASD	Alternative Service Delivery
Call-up / Contract	Under a valid SOA, a document prepared by CIRNAC and issued by the Standing Offer Authority or the Project Authority (as applicable) to the Offeror, through which CIRNAC will acquire the required Services. It will contain requirements for the provision of said Services, which will be consistent with the Statement of Work herein and may consist of any combination of the required Services listed herein. Upon acceptance and execution of the Call-up by the Offeror, the Call-up forms a binding contractual commitment to deliver the identified Services.
Capital	Refers to a long-term, capital-intensive investment with a purpose to build upon, add to, or improve a capital asset. Capital projects are defined by their large scale and large cost relative to other investments that involve less

Term/Acronym	<u>Definition</u>		
	planning and resources (Source: Investopedia).		
CLCA	Comprehensive Land Claims Agreement (CLCA). CLCAs are modern treaties between Indigenous groups, Canada and the applicable territorial or provincial government. While each CLCA is unique, these agreements usually include such matters as land ownership and management, money, wildlife harvesting rights, participation in land, resource, water, wildlife and environmental management, and measures to support economic development and protect Indigenous culture.		
	Many CLCAs have obligations on the part of the Government of Canada, and as a result any Offerors it engages, under government procurement contracts that may involve work within the geographical area of the CLCA. These obligations may be different for each CLCA and are considered in the work when applicable. See also Indigenous Opportunities Considerations below.		
Contaminated Site	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.		
Contaminated Site and Major Mine Closure Project & Portfolio Management Support Services (the "Services")	the services as defined in S.W.5 Scope of Work, and as further set-out in any resulting Call-up(s).		
Contaminated Site Project Life Cycle	The Lifecycle of a Contaminated Site Project is defined in accordance with the NCSB Major Project Manual, to consist of four (4) stages: - 1) Assessment; 2) Definition; 3) Implementation; 4) Monitoring and Maintenance.		
Contractor	The qualified Offeror holding a valid Standing Offer Agreement who has executed Call-ups duly authorized by CIRNAC for the delivery of the Services.		
Cost Validation	Cost Validation is undertaken in order to attest to, with a higher degree of assurance, the financial reasonableness and integrity of a project's cost estimates. Cost Validation shall confirm that:		
	<ul> <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>		
Deliverable	Has the meaning set out in S.W.6 of this Statement of Work and as further specified in any resultant Call-up(s).		
GoC	Government of Canada.		
Indigenous Opportunities Considerations	Indigenous Opportunities Considerations include measures implemented by the Offeror to enhance the capacity of Land Claims Beneficiaries and Participants, including businesses, to participate in government contract opportunities. IOCs may include: capacity development, on-the-job training, employment or contracting (supplies or services) related to the Call-up work. Where work under any resulting Call-up will involve the performance of work within or the delivery of services to a location within a Comprehensive Land Claims Agreement (CLCA) area, the Offeror will be required to identify for		

Buyer ID - Id de l'acheteur Shuo Chen Amd. No. - N° de la modif.

Term/Acronym	<u>Definition</u>	
	CIRNAC's approval and implement IOCs appropriate to the scope of the Call-up work.	
Infrastructure	For the purpose of this SOW, includes most forms of infrastructure such as roads, electrical, communication, water, or other public utility infrastructure, etc. For the purposes of this SOW, infrastructure excludes construction of buildings/facilities, such as, but not limited to warehouses, office buildings, factories, etc.	
Major (Project)	A single Infrastructure, remediation or heavy civil engineering project, with a defined start and end date, valued at greater than \$50 Million inclusive of Capital costs. Major Projects require an additional level of planning, design, management, monitoring and review, throughout the life cycle of the Major Project, to provide the required level of assurance as to their appropriate execution.	
	Major Projects typically include a variety of internal costs, external services in addition to "Capital costs" such as, but not necessarily limited to: purchase or disposition of the land, permits and legal costs, equipment costs either on the part of the owner or the owner's representative(s), and related items.	
Mine Closure	Means activities spanning the lifecycle of the remediation and final closure of a mine, including each of the following stages: 1) Investigation; 2) Planning and Design; 3) Regulatory Approvals; 4) Consultation; 5) Implementation; 6) Monitoring; and 7) Care and Maintenance	
Mineral	For the purpose of this Statement of Work includes: precious metals (gold, silver, platinum) and diamonds; base metals (iron, copper, lead, zinc, nickel); energy minerals such as coal and uranium; and industrial minerals (limestone, rock salt, potash, gypsum).	
NAO	Northern Affairs Organization	
NCR	National Capital Region	
NCSB	Means Northern Contaminated Sites Branch	
North or Northern	In the context of NCSB is defined as a physical location North of 60°, in a permafrost environment.	
Offeror	The qualified supplier holding a valid Standing Offer Agreement who is eligible to be considered for Call-ups in the Area(s) of Expertise specified in the SOA.	
PPP	Public-Private Partnership	
Portfolio	A grouping of current and offered Projects that are centrally managed, monitored and evaluated to provide a common and consistent standard in the processes, methods and tools/technologies used to deliver upon each component Project in the grouping. Portfolios are managed horizontally to determine the optimal resource mix for delivery and to schedule activities to best achieve the organization's operational and financial goals, while respecting the constraints of the environment, co-proponents, Project stakeholders, strategic objectives, or other external factors.	
Project	As defined by the Treasury Board Secretariat, is "an activity or series of activities that has a beginning and an end. A Project is required to produce defined outputs and realize specific outcomes in support of a public policy objective, within a clear schedule and resource plan. A Project is undertaken within specific time, cost and performance parameters."	

Term/Acronym	<u>Definition</u>
Project Authority	The officer or employee of the Crown who is authorized by the Minister to perform any of the Project Authority's functions as described in the Articles of Agreement. The Project Authority or his/her delegate is responsible for all matters concerning the technical content of the work against the SOA any authorized Call-ups. The Project Authority for each Call-up will be identified in the associated Call-up document.
Region	Means NCSB's Regional operations in the Yukon, Northwest Territories and Nunavut.
Resource	The individual(s) qualified to provide services to CIRNAC on behalf of the Offeror.
Service Stream	The specific subject matters in which an Offeror is qualified to deliver Services (refer to the S.W.3 Objectives and S.W.5 Scope of Work), as set out in the Offeror's SOA.
Socioeconomic	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 offered activities before they are carried out.
sow	Statement of Work
Standing Offer Agreement (SOA)	An overarching agreement between CIRNAC and a qualified Contractor to provide the Services on an as and when required basis. Individual work requirements may be initiated throughout the duration of the SOA by means of a Call-up document. An SOA does not constitute a Contract.
Standing Offer Authority	The Standing Offer Authority will be the sole authority on behalf of Canada for the administration of the SOA. Any changes to the SOA must be authorized in writing by the Standing Offer Authority. The Offeror is not to perform work in excess of or outside the scope of the SOA based on written requests from any government personnel other than the Standing Offer Authority. The Standing Offer Authority for this requirement will be identified upon Award.

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

- CIRNAC's Contaminated Sites Management Policy, available online at <a href="http://www.aadnc-aandc.gc.ca/eng/1100100034643/1100100034644">http://www.aadnc-aandc.gc.ca/eng/1100100034643/1100100034644</a>;
- Contaminated Sites Management Framework, available online at <a href="https://www.canada.ca/en/environment-climate-change/services/federal-contaminated-sites/managing.html">https://www.canada.ca/en/environment-climate-change/services/federal-contaminated-sites/managing.html</a>;
- Treasury Board Policy on the Management of Projects, available online at: <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18229">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18229</a>;
- Treasury Board Framework for the Management of Risk, available online at: <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=19422">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=19422</a>;
- A copy of the Northern Contaminated Sites Branch Cost Estimating Guide, to be provided to the Offeror after SOA Award;
- Contaminated Site and Major Mine Closure Project-specific agreements, policies, procedures, and guidelines, to be provided to the Offeror after SOA Award or at time of Call-up (as applicable to the work); and
- For Services delivered in Stream 3:

Amd. No. - N° de la modif. Buyer ID - Id de l'acheteur Shuo Chen

- a) Bankruptcy and Insolvency Act (BIA), available online at <a href="http://laws-lois.justice.gc.ca/eng/acts/B-">http://laws-lois.justice.gc.ca/eng/acts/B-</a> 3/:
- Companies Creditor Arrangement Act (CCAA), available online at: http://lawsb) lois.justice.gc.ca/eng/acts/C-36/FullText.html.

# S.W.5 SCOPE OF WORK

- The Offeror shall provide the Services, as required and as stated in any resultant Call-up(s), within the Service Streams in which it is qualified by CIRNAC (as set out in the SOA). This shall include, but is not limited to providing subject matter expertise in the following areas:
  - Contaminated Sites, with a focus (as appropriate to the Services Stream) in Mine Closure and mining Projects;
  - Northern and remote conditions, including those affecting markets, economic and socioeconomic factors, and Project delivery;
  - effective horizontal coordination within and across government;
  - establishment and maintenance of effective intergovernmental relationships, including collaboration, communications and negotiations;
  - engagement, establishment and maintenance of effective relationships and agreements with Indigenous governments, organizations, communities and associations;
  - working effectively with Authorities Having Jurisdiction (AHJ), governing and appointed bodies, non-governmental associations, financial/commercial industry partners; and
  - engagement with private sector delivery participants and third party advisors from a variety of disciplines (e.g. technical, environmental, legal, financial, etc.).

#### 5.2 Stream 1 - Contaminated Site Project Portfolio Services:

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

- 5.2.1 Long-term Strategic Planning and Advisory Services to assist NCSB in establishing, maintaining and updating its plans for its Contaminated Site Project Portfolio (including Major Mine Closure Projects) over a multi-year horizon, including providing subject matter expertise on the life cycle of Contaminated Site Projects and the life cycle of mining projects with a focus on mine reclamation;
- 5.2.2 Strategic advice, guidance or assistance in development or refinement of NCSB program design (e.g. structure, funding mechanisms, applicable terms and conditions, etc.) and related policy to achieve program and portfolio-wide policy objectives, including the promotion of socio-economic benefits to Indigenous people and Northerners;
- 5.2.3 Advice and support in maintaining and enhancing NCSB's Portfolio Project delivery system. ensuring appropriate membership composition, governance, structure of relationships between parties, roles and responsibilities, resource requirements, and on-going operational and administrative activities required;
- 5.2.4 Advice and support in the establishment, implementation and management of long-term funding and service delivery options for Contaminated Site Projects (including Major Mine Closure Projects), including cost benefit analysis, across the Portfolio;
- 5.2.5 Subject matter expertise to support continued implementation and enhancement of life-cycle based Project delivery models in a consistent manner across the Portfolio;

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- **5.2.6** Establishment, implementation, maintenance and refinement of effective frameworks, controls and procedures, including monitoring and review practices, to support Portfolio management as well as ensuring compliance with applicable policies, standards, regulatory acts and alignment to processes of Authorities Having Jurisdiction (AHJ);
- **5.2.7** Review, analysis and integration of departmental, central agency, horizontal and interorganizational policies and direction within NCSB's Portfolio management approaches;
- **5.2.8** Development and implementation of new or revised NCSB policy, and advice to support the effective implementation of management strategy for the Portfolio;
- 5.2.9 Planning, development, facilitation and reporting on the conduct of engagement, multi-disciplinary working groups and coaching/knowledge transfer sessions bringing together diverse participants to achieve common objectives. These sessions shall enhance awareness and integration between NCSB, Portfolio delivery partners, and stakeholders, and provide collaborative planning, engagement on, and review of Contaminated Site program design, policy, and related Portfolio and Project initiatives and activities, to support NCSB in advancing the Portfolio in a consistent manner. This may include design, development and enhancement of session materials and takeaways for participants in a variety of readily accessible formats appropriate to the needs of participants.

Participants may include: NCSB personnel from across the Project Portfolio, inter-departmental participants, inter-governmental participants including Territorial and Indigenous governments, regulatory and/or community and industry-based participants;

- **5.2.10** Integrated Contaminated Site Portfolio-risk management, including:
  - a) Identification of risks and strategic issues, establishment of frameworks, and facilitation of collaborative management of risks in consultation with NCSB stakeholders and Portfolio delivery partners. This may include support in identification, assessment and implementation of collaborative risk mitigation approaches and risk responses, together with approaches and tools to assist NCSB in management of change within and across organizations;
  - b) Subject matter expertise and related advice on risks (e.g. financial, technical, environmental, operational, etc.) associated with NCSB's Portfolio programming, initiatives and operations in accordance with the TBS Framework on the Management of Risk (2010) and Guide to Integrated Risk Management (current version), taking into account a Portfolio-wide approach to Project Risk Management within NCSB, in addition to broader Departmental and GC-wide Risk Management approaches;
- **5.2.11** Guidance and/or assistance in the development of departmental and/or federal decision documents to provide appropriate business case, structure, cost estimation, funding, investment analysis, and decision-support;
- **5.2.12** Support in design, development and NCSB implementation of data collection strategies and approaches, analytical methodologies and associated data and information management services to provide timely and accurate Portfolio-related information for planning, monitoring, performance assessment, reporting, evaluation/audit and effective management of Portfolio resources;
- 5.2.13 Support in design, development and NCSB implementation of Portfolio-level measurement, monitoring and reporting frameworks, metrics, and formats to provide consistent and systematic target and priority setting, identification, tracking and analysis of Project status and performance across the Portfolio. This may include but is not limited to: liability valuation, costs, resource utilization, achievement of results, socio-economic and environmental indicators and metrics, including for internal use, collaboration and engagement with Portfolio partners and stakeholders, and broader publication including but not limited to professionally presented formatted reports and publication in the Federal Contaminated Sites Inventory Open Dataset;

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- **5.2.14** Support, guidance and advice in preparation for Portfolio-level audit and evaluation activities, including decision support before and during reviews undertaken by third parties;
- **5.2.15** Support to NCSB in establishment and refinement of Contaminated Site Project Portfolio management standards, guidance documents, protocols and instructional materials, to assist NCSB personnel, Portfolio delivery partners and stakeholders in working collaboratively; and
- **5.2.16** Other related Services.

# 5.3 Stream 2 - Major Mine Closure Project Services:

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

- 5.3.1 Planning and Advisory Services to assist NCSB in establishing, maintaining and updating its plans and approaches to deliver upon Major Mine Closure Projects, in consideration of resourcing (e.g. human, capital, equipment), market capacity, costs, schedule, risks and constraints, and dependencies, including but not limited to:
  - a) Annual work planning;
  - b) Project work planning;
- **5.3.2** Providing subject matter expertise on the life cycle of mining projects, with a focus on Mine reclamation;
- **5.3.3** Methodologies, tools and implementation support for Major Mine Closure Project estimation, costing (e.g. Mine Closure costing), validation and reconciliation;
- 5.3.4 Identification, analysis, strategic advice and implementation support in resolution of issues related to Major Mine Closure Projects (e.g. issues impacting Project requirements and constraints related to technical approaches, environmental factors, affected communities and socio-economic considerations, etc.). This may include, but is not limited to:
  - a) Providing subject matter expertise in the identification, analysis, and effective methods for the avoidance, mitigation or resolution of engineering liabilities;
  - b) Providing subject matter expertise and assisting in development of strategies for and the conduct of economic analyses and socio-economic analyses for Major Mine Closure Projects, using a variety of methodologies (e.g. opportunity cost analysis, contingent valuation analysis, avoided cost analysis, quantitative analysis of labor and commercial conditions/ content, economic and socio-economic impact and outcomes of implemented strategies, etc.);
- 5.3.5 Planning, development, facilitation and reporting on the conduct of engagement, multi-disciplinary working groups and coaching/knowledge transfer sessions bringing together diverse participants to achieve common objectives in support of Major Mine Closure Projects. This may include design, development and enhancement of session materials and take-aways for participants in a variety of readily accessible formats appropriate to the needs of participants.
  - Participants may include: NCSB personnel from across the Project Portfolio, inter-departmental participants, inter-governmental participants including Territorial and Indigenous governments, regulatory and/or community and industry-based participants;

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- **5.3.6** Support in planning, conduct and reporting on readiness assessment of Major Mine Closure Project membership to undertake the Project, and assistance in refining the Project as appropriate to the results of the assessment;
- 5.3.7 Support in planning, conduct and reporting on assessments of quality and performance (e.g. "health check") of Major Mine Closure Projects, including assistance and decision-support to NCSB in preparation for and during any reviews conducted by third parties. This may include review and assistance to NCSB in the development and implementation of refined plans and approaches for the delivery of Major Mine Closure Projects as appropriate to the results of the review;
- 5.3.8 Advice and assistance in planning and implementation of timely and effective transition among Major Mine Closure Project delivery partners, delivery models and/or arrangements (e.g. contracts, etc.) and other significant Project changes, in a manner that mitigates risk and cost while supporting on-going Project delivery; and
- **5.3.9** Other related Services.
- 5.4 Stream 3 Contaminated Site Project Valuation, Insolvency Management and Recommercialization Services

Offerors qualified to provide **Contaminated Site Project Valuation**, **Insolvency Management and Recommercialization Services** shall provide subject matter expertise; strategic and operational advice; and support to NCSB in its planning, design, development and implementation, including repeatable processes, tools and knowledge transfer, in the following areas:

- 5.4.1 Subject matter expertise, advice, methodologies, tools and support to the conduct of market assessment/analysis, including but not limited to identification and analysis of viable target markets and interested parties for the takeover or acquisition of Contaminated Site Project (including Major Mine Closure Project) properties and assets. This includes support in the development and implementation of effective negotiation strategies with current and potential future public and private sector Delivery partners, stakeholders and target market audiences.
- **5.4.2** Subject matter expertise, methodologies, tools and support in the estimation, valuation and analysis of costs associated with Contaminated Site Projects, including Major Mine Closure Projects;
- **5.4.3** Expert financial review and advice and perform Cost Validation, including peer review of budgets and forecasts prepared by third parties;
- 5.4.4 Subject matter expertise, methodologies, tools and implementation support for estimation, valuation, analysis and reporting of financial liabilities for Contaminated Site Projects (including Major Mine Closure Projects) at the Project and/or Portfolio level. This may include advice and support in implementing effective methods for the avoidance, mitigation or resolution of liabilities;
- **5.4.5** Subject matter expertise, methodologies, tools and assistance in valuation, re-valuation or review and comment on existing report(s) on valuations of assets, including options analysis on the appropriate treatment of assets. This may include:
  - a) Valuation of land and other natural resources;
  - b) Valuation of capital equipment, facilities and infrastructure;
  - Valuation of mineral claims, including mineral resource and reserve estimation, to determine and define the volume and grade of mineral resources, using a variety of techniques and methods (e.g. geological modelling, block model estimation, etc.);

5.00 5.00

- 5.4.6 Review, analysis, and advice on the acquisition of assets, transfer of assets and the recommercialization of assets through sales. This may include planning and support to the sales process, including but not limited to: market assessment, strategy, promotion, and shepherding of the sales process to its conclusion, including effective negotiation processes, in accordance with all applicable acts and codes;
- 5.4.7 Advice and support in establishing, maintaining and enhancing the Project delivery system for Contaminated Site Projects (including Major Mine Closure Projects), ensuring appropriate Project membership and composition, governance, structure of relationships, roles and responsibilities, resource complement and skillsets, and activities required. This may include support in planning and conducting readiness assessment of the Project membership to undertake the Project, and assistance in refining the selected Project delivery system as appropriate to the results of the assessment;
- **5.4.8** Subject matter expertise to support NCSB and its Project delivery partners in the timely and effective management of insolvency associated with former Mine projects and Contaminated Sites, in accordance with the *Bankruptcy and Insolvency Act (BIA)*, *Companies Creditor Arrangement Act* (CCAA), and other applicable acts and regulations;
- 5.4.9 Advice and support in review, analysis, selection, and establishment, maintenance and refinement of appropriate Project delivery models to structure and/or re-structure the delivery of NCSB's Contaminated Site Projects (including Major Mine Closure Projects), including all variations of Private-Public Partnership (PPP), Alternative Service Delivery (ASD), etc. This may include, but is not limited to subject matter expertise and implementation assistance in the following areas:
  - Structuring and establishment of Project Financing, including but not limited to: establishment
    of financial evaluation criteria and frameworks, development/review/analysis of complex
    financial models and transaction structures, etc.;
  - b) Structuring and establishment of Commercial Arrangements, including but not limited to: enterprise structures and participants (e.g. creditors, receivership, other parties and forms, etc.), liability management arrangements, financial management arrangements; and Project Agreements, etc. As appropriate, services may include, options analysis, analysis of terms, market sounding / engagement, and/or support to NCSB in development and implementation of effective negotiation strategy and approaches;
  - c) Assistance with commercial and financial evaluation of third parties;
- **5.4.10** Review, assessment and stress testing of financial models provided by third parties to ensure appropriate responsiveness to these models relative to changes in market conditions over the term of any financing arrangements;
- 5.4.11 Subject matter expertise and assisting in the conduct of economic analyses for Contaminated Site Projects (including Major Mine Closure Projects), at a Project and/or Portfolio-level, to determine optimum use of resources to achieve objectives, with clearly measured costs and benefits of the Project(s). As required this may include methodologies, tools and techniques to monitor the achievement of defined objectives:
- 5.4.12 Providing subject matter expertise and assisting in the conduct of socio-economic analyses for specific issues related to Contaminated Site Projects (including Major Mine Closure Projects), and/or at a Project-level and/or Portfolio-level, using a variety of methodologies (e.g. opportunity cost analysis, contingent valuation analysis, avoided cost analysis, etc.);
- 5.4.13 Support in planning, conduct and reporting on assessments of performance and compliance (financial and/or contractual) related to the delivery of Contaminated Site Projects (including Major Mine Closure Projects), including assistance and decision-support to NCSB in preparation for and during any reviews conducted by third parties. This may include review and assistance to NCSB in the development and implementation of refined plans and approaches for the delivery of

Contaminated Projects (including Major Mine Closure Projects) as appropriate to the results of the review:

5.4.14 Other related Services.

# S.W.6 DELIVERABLES

- 6.1 The Offeror shall provide any and all Deliverables related to the Scope of Work above, as required, and as specified in any resultant Call-up(s).
- 6.2 All Deliverables shall be in hard-copy, electronic, or both, as required and as identified by the Project Authority in any resultant Call-up(s). Any and all electronic deliverables must be compatible with the departmental software standards, currently .PDF, or an appropriate MS Office 2013 (or later) format (i.e. Word, Excel, PowerPoint, Visio, or other format appropriate to the deliverable requested).
- **6.3** Details on specific Deliverables including language, subject matter, purpose, and any other relevant information will be described in any resultant Call-up.

# S.W.7 RESOURCES

# 7.1 Resources Categories

#### 7.1.1 Core Resources

For each Service Stream, Core Resources are defined as follows:

Stream 1	Stream 2	Stream 3
1C-1 Principal/Project Leader 1C-2 Senior Consultant 1C-3 Senior Subject Matter Expert – Contaminated Site Project Lifecycle 1C-4 Senior Subject Matter Expert – Strategic Planning, Facilitation and Engagement – OPTIONAL (where offered by the Offeror)	2C-1 Principal / Project Leader 2C-2 Senior Consultant 2C-3 Senior Subject Matter Expert – Mine Closure Project Lifecycle 2C-4 Senior Subject Matter Expert – Major Project Management 2C-5 Senior Subject Matter Expert – Contaminated Site Project Control / Project Health	3C-1 Principal/Project Leader 3C-2 Senior Consultant 3C-3 Senior Subject Matter Expert – Mineral Valuation – OPTIONAL (where offered by the Offeror)

## 7.1.2 Additional Resources

For each Service Stream, Additional Resources are defined as follows:

1A-1 Intermediate Consultant	2A-1 Intermediate Consultant	3A-1 Intermediate Consultant
1A-2 Junior Consultant	2A-2 Junior Consultant	3A-2 Junior Consultant
1A-3 Intermediate Subject Matter	2A-3 Intermediate Subject	3A-3 Intermediate Subject
Expert – Contaminated Site	Matter Expert – Mine	Matter Expert – Mineral
Project Lifecycle	Closure Project Lifecycle	Valuation – OPTIONAL
1A-4 Intermediate Subject Matter	2A-4 Intermediate Subject	(where offered by the
Expert – Strategic Planning,	Matter Expert – Major	Offeror)
Facilitation and	Project Management	,
Engagement – OPTIONAL	2A-5 Intermediate Subject	
(where offered by the	Matter Expert –	
Offeror)	Contaminated Site	
,	Project Control / Project	
	Health	

To supplement the Offeror's team of Core Resources, as required by CIRNAC to provide access to the necessary technical subject matter expertise to provide services under subsequent Call-ups, at CIRNAC's discretion, Additional Resources may be evaluated and qualified by CIRNAC on the basis of the minimum qualifications and Resource requirements outlined in the SOW Section 7.3. Qualification and acceptance of Additional Resources prior to or during the course of work under a Call-up does not require an amendment to the SOA and shall be evidenced by a written statement from the Project Authority.

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

#### 7.2 SOA Resource List

To ensure an adequate level of support to CIRNAC under the SOA, the Offeror shall provide CIRNAC with access to a team of Resources. The CIRNAC has authority to update and identify a specific SOA Resources List, comprised of all the Resource categories identified in the tables in the article 7.1 above, as applicable to the Service Stream(s) in the SOA.

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

At any time, the numbers of Resources identified in the SOA Resource List, MUST NOT exceed the maximum numbers per Resource category defined in the following table.

Stream 1	Stream 2	Stream 3	Maximum Numbers Per Stream
1C-1 Principal/Project Leader	2C-1 Principal / Project Leader	3C-1 Principal/Project Leader	3
1C-2 Senior Consultant	2C-2 Senior Consultant	3C-2 Senior Consultant	8
1C-3 Senior Subject Matter Expert – Contaminated Site Project Lifecycle 1C-4 Senior Subject Matter Expert – Strategic Planning, Facilitation and Engagement – OPTIONAL	2C-3 Senior Subject Matter Expert – Mine Closure Project Lifecycle 2C-4 Senior Subject Matter Expert – Major Project Management 2C-5 Senior Subject Matter Expert – Contaminated Site Project Control /	3C-3 Senior Subject Matter Expert – Mineral Valuation – OPTIONAL	maximum 8 total with the different sub-types

	Project Health		
1A-1 Intermediate Consultant	2A-1 Intermediate Consultant	3A-1 Intermediate Consultant	8
1A-2 Junior Consultant	2A-2 Junior Consultant	3A-2 Junior Consultant	8
1A-3 Intermediate Subject Matter Expert — Contaminated Site Project Lifecycle 1A-4 Intermediate Subject Matter Expert — Strategic Planning, Facilitation and Engagement — OPTIONAL	2A-3 Intermediate Subject Matter Expert – Mine Closure Project Lifecycle 2A-4 Intermediate Subject Matter Expert – Major Project Management 2A-5 Intermediate Subject Matter Expert – Contaminated Site Project Control / Project Health	3A-3 Intermediate Subject Matter Expert – Mineral Valuation – OPTIONAL	maximum 8 total with the different sub-types

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

#### 7.3 Minimum Qualifications

Deployed Resources shall meet the minimum requirements for the Resource category in which they are providing Services.

**Note:** The experience of the Additional Resources (refer to the SOW Section 7.1.2) is calculated as of the <u>evaluation date</u> of the Additional Resources prior to or during the course of work under a Call-up. For example, if a given requirement states "...must have experience, within the last ten (10) years", then the ten (10) year period is calculated as of the evaluation date of the Additional Resources.

# 7.3.1 Stream 1 - Contaminated Site Project Portfolio Services

## 7.3.1.1 Stream 1 - Core Resources

## 1C-1. Principal / Project Leader

- a) At least 10 years' demonstrated work experience related to **Contaminated Site Project Portfolio Services** (as defined in the S.W.5); AND
- b) At least 10 years' demonstrated work experience in a Lead role related to **Contaminated Site Project Portfolio Services** (as defined in S.W.5). "Lead" is defined as leading a team of multi-disciplinary resources within an operational Project environment; AND
- c) At least three (3) distinct\*\* work engagements in the last 10 years as a Lead (as of the RFSO posting date, or as of the evaluation date upon Resource substitution or Replacement, as defined in the SOW Section 7.5), delivering services related to **Contaminated Site Project Portfolio Services** (as defined in the S.W.5) (\*\*i.e. in support of three (3) <u>distinct</u> Projects undertaken by clients or three (3) client Portfolios).

Of these work engagements:

c.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements

may be on-going provided the minimum duration of Resource experience is demonstrated; AND

- c.2.1) At least one (1) work engagement must demonstrate a Capital Project / Portfolio for the client; AND
- c.2.2) At least two (2) work engagements must demonstrate a Mining Project / Portfolio or Contaminated Site Project/Portfolio; where implementation work has been partially or fully completed; AND
- c.3) At least one (1) work engagement must demonstrate support of a client Project/Portfolio with a value of at least CAD\$20 Million in Capital or liability value to the client; AND
- c.4) At least one (1) work engagement must demonstrate the Resource's experience working with Indigenous governments or peoples; AND
- c.5) Each work engagement must demonstrate at least five (5) of the following characteristics (c.5.1 c.5.8):
- c.5.1) the Resource's experience working in a Northern environment or Northern territory;
- c.5.2) the Resource's experience working with Indigenous governments or peoples (where not already considered in demonstration of the requirement for experience in one (1) work engagement as set out in c.4 above);
- c.5.3) the Resource's experience working with multiple socio-economic stakeholders;
- c.5.4) the Resource's experience working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;
- c.5.5) the Resource's work experience in an operational Project environment implementing Remote logistical considerations;
- c.5.6) the Resource's work experience reporting to the senior executive level (DG or equivalent or higher);
- c.5.7) the Resource's experience designing and implementing performance management for Project Portfolios;
- c.5.8) the Resource's experience designing and implementing risk management for Project Portfolios;

#### AND

d) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Engineering, Business Administration, Environmental Sciences, Geography, Geology, Social Science, or related discipline OR an additional three (3) years' demonstrated work experience delivering **Contaminated Site Project Portfolio Services** (as defined in the S.W.5).

#### 1C-2. Senior Consultant

- a) At least 10 years' demonstrated work experience related to **Contaminated Site Project Portfolio Services** (as defined in the S.W.5); AND
- b) At least two (2) distinct\*\* work engagements in the last 10 years (as of the RFSO posting date, or as of the evaluation date upon Resource substitution or Replacement, as defined in the SOW Section 7.5), delivering services related to **Contaminated Site Project Portfolio Services** (as defined in the S.W.5) (\*\*i.e. in support of two (2) distinct Projects undertaken by clients or two (2) client Portfolios).

Of these work engagements:

- b.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- b.2.1) At least one (1) work engagement must demonstrate a Capital Project / Portfolio for the client; AND
- b.2.2) At least two (2) work engagements must demonstrate a Mining Project / Portfolio or Contaminated Site Project/Portfolio; where implementation work has been partially or fully completed; AND
- b.3) At least one (1) work engagement must demonstrate support of a client Project/Portfolio with a value of at least CAD\$20 Million in Capital or liability value to the client; AND

- b.4) At least one (1) work engagement must demonstrate the Resource's experience working with Indigenous governments or peoples; AND
- b.5) Each work engagement must demonstrate at least three (3) of the following characteristics (b.5.1 b.5.8):
- b.5.1) the Resource's experience working in a Northern environment or Northern territory;
- b.5.2) the Resource's experience working with Indigenous governments or peoples (where not already considered in demonstration of the requirement for experience in one (1) work engagement as set out in b.4 above);
- b.5.3) the Resource's experience working with multiple socio-economic stakeholders;
- b.5.4) the Resource's experience working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;
- b.5.5) the Resource's work experience in an operational Project environment implementing Remote logistical considerations;
- b.5.6) the Resource's work experience reporting to the senior executive level (DG or equivalent or higher);
- b.5.7) the Resource's experience designing and implementing performance management for Project Portfolios:
- b.5.8) the Resource's experience designing and implementing risk management for Project Portfolios;

#### AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Engineering, Business Administration, Environmental Sciences, Geography, Geology, Social Science, or related discipline OR an additional three (3) years' demonstrated work experience delivering **Contaminated Site Project Portfolio Services** (as defined in the S.W.5).

# 1C-3. Senior Subject Matter Expert – Contaminated Site Project Lifecycle

- a) At least 15 years' demonstrated work experience providing long-term Contaminated Site Project Lifecycle planning and implementation support to **Contaminated Site Projects**; AND
- b) At least two (2) distinct\*\* work engagements in the last 10 years as a Lead (as of the RFSO posting date, or as of the evaluation date upon Resource substitution or Replacement, as defined in the SOW Section 7.5), providing Contaminated Site Project Lifecycle planning and costing for **Contaminated Site Projects** (\*\*i.e. in support of two (2) <u>distinct</u> Projects undertaken by clients).

Of these work engagements:

- b.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- b.2) Each must demonstrate experience of the Resource in more than one (1) stage of the four (4) Contaminated Site Project Lifecycle stages; with experience of the Resource in all four (4) Contaminated Site Project Lifecycle stages demonstrated across the two (2) work engagements;
- b.3) At least one (1) work engagement must demonstrate support of a client Project with a value of at least CAD\$20 Million in Capital or liability value to the client; AND
- b.4) At least one (1) work engagement must demonstrate the Resource's experience working with Indigenous governments or peoples.

# AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Engineering, Business Administration, Environmental Sciences, Geography, Geology, Social Science, or related discipline OR an additional three (3) years' demonstrated work experience providing long-term Contaminated Site

Project Lifecycle planning and implementation support to **Contaminated Site Projects**.

# 1C-4. Senior Subject Matter Expert – Strategic Planning, Facilitation and Engagement – OPTIONAL (where offered by the Offeror)

- a) At least 15 years' demonstrated work experience providing strategic planning, facilitation and engagement services; AND
- b) At least three (3) distinct\*\* work engagements in the last 10 years (as of the RFSO posting date, or as of the evaluation date upon Resource substitution or Replacement, as defined in the SOW Section 7.5), providing strategic planning, facilitation and engagement services to support client Projects (\*\*i.e. in support of three (3) distinct Projects undertaken by clients or three (3) client Portfolios).

Of these work engagements:

- b.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- b.2.1) At least one (1) work engagement must demonstrate a Capital Project/Portfolio for the client; AND
- b.2.2) At least two (2) work engagements must demonstrate a Mining Project/Portfolio or Contaminated Site Project / Portfolio; where implementation work has been partially or fully completed; AND
- b.3) At least one (1) work engagement must demonstrate support of a client Project/Portfolio with a value of at least CAD\$20 Million in Capital or liability value to the client; AND
- b.4) Each work engagement must demonstrate the Resource's experience working with Indigenous governments or peoples; AND
- b.5) Each work engagement must demonstrate at least one (1) of the following characteristics (b.5.1 b.5.3):
- b.5.1) the Resource's experience designing and delivering learning sessions for adults using multiple adult learning modalities;
- b.5.2) the Resource's experience in facilitation of collaborative working groups and engagement sessions, where the session demonstrably resulted in the achievement of a common understanding or outcome across diverse participant groups;
- b.5.3) the Resource's experience in organization-level strategic planning;

AND

c) Bachelor's degree or higher in a relevant discipline OR an additional three (3) years' demonstrated work experience providing long strategic planning, facilitation and engagement services.

#### 7.3.1.2 Stream 1 - Additional Resources

## 1A-1. Intermediate Consultant

- a) At least 5 years' demonstrated work experience related to **Contaminated Site Project Portfolio Services** (as defined in SW 5.0); AND
- b) At least one (1) work engagement in the last 10 years (as of the evaluation date), delivering services related to **Contaminated Site Project Portfolio Services** (as defined in the S.W.5).

The work engagement must demonstrate:

- b.1) a minimum duration of engagement of the Resource of six (6) months. Work engagements may be ongoing provided the minimum duration of Resource experience is demonstrated; AND
- b.2.1) a Capital Project/Portfolio for the client OR a Mining Project/Portfolio or Contaminated Site Project/Portfolio; where implementation work has been partially or fully completed; AND
- b.3) support of a client Project/Portfolio with a value of at least CAD\$20 Million in Capital or liability value to

the client: AND

- b.4) at least two (2) of the following characteristics (b.5.1 b.5.7):
- b.5.1) the Resource's experience working in a Northern environment or Northern territory;
- b.5.2) the Resource's experience working with Indigenous governments or peoples;
- b.5.3) the Resource's experience working with multiple socio-economic stakeholders;
- b.5.4) the Resource's experience working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;

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- b.5.5) the Resource's work experience in an operational Project environment implementing Remote logistical considerations:
- b.5.6) the Resource's experience designing or implementing performance management for Project Portfolios;
- b.5.7) the Resource's experience designing or implementing risk management for Project Portfolios;

#### AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Engineering, Business Administration, Environmental Sciences, Geography, Geology, Social Science, or related discipline OR an additional three (3) years' demonstrated work experience delivering **Contaminated Site Project Portfolio Services** (as defined in the S.W.5).

## 1A-2. Junior Consultant

- a) At least one (1) year' demonstrated work experience related to **Contaminated Site Project Portfolio Services** (as defined in the S.W.5); AND
- b) At least one (1) work engagement in the last 10 years (as of the evaluation date), delivering services related to **Contaminated Site Project Portfolio Services** (as defined in the S.W.5).

The work engagement must demonstrate:

- b.1) a minimum duration of engagement of the Resource of six (6) months. Work engagements may be ongoing provided the minimum duration of Resource experience is demonstrated; AND
- b.2.1) a Capital Project/Portfolio for the client OR a Mining Project/Portfolio or Contaminated Site Project/Portfolio; where implementation work has been partially or fully completed; AND
- b.3) support of a client Project/Portfolio with a value of at least CAD\$20 Million in Capital or liability value to the client; AND
- b.4) at least one (1) of the following characteristics (b.5.1 b.5.7):
- b.5.1) the Resource's experience working in a Northern environment or Northern territory;
- b.5.2) the Resource's experience working with Indigenous governments or peoples;
- b.5.3) the Resource's experience working with multiple socio-economic stakeholders;
- b.5.4) the Resource's experience working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;
- b.5.5) the Resource's work experience in an operational project environment implementing Remote logistical considerations:
- b.5.6) the Resource's experience designing or implementing performance management for Project Portfolios:
- b.5.7) the Resource's experience designing or implementing risk management for Project Portfolios;

#### AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Engineering, Business Administration, Environmental Sciences, Geography, Geology, Social Science, or related discipline

OR an additional three (3) years' demonstrated work experience delivering **Contaminated Site Project Portfolio Services** (as defined in the S.W.5).

# 1A-3. Intermediate Subject Matter Expert – Contaminated Site Project Lifecycle

- a) At least 10 years' demonstrated work experience providing long-term Contaminated Site Project Lifecycle planning and implementation support to **Contaminated Site Projects**; AND
- b) At least two (2) distinct\*\* work engagements in the last 10 years (as of the evaluation date) providing Contaminated Site Project Lifecycle planning and costing for **Contaminated Site Projects** (\*\*i.e. in support of two (2) <u>distinct</u> Projects undertaken by clients).

# Of these work engagements:

- b.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- b.2) Each must demonstrate experience of the Resource in more than one (1) stage of the six (6) Contaminated Site Project Lifecycle stages; with experience of the Resource in all six (6) Contaminated Site Project Lifecycle stages demonstrated across the two (2) work engagements;
- b.3) At least one (1) work engagement must demonstrate support of a client Project with a value of at least CAD\$20 Million in Capital or liability value to the client; AND
- b.4) At least one (1) work engagement must demonstrate the Resource's experience working with Indigenous governments or peoples;

#### AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Engineering, Business Administration, Environmental Sciences, Geography, Geology, Social Science, or related discipline OR an additional three (3) years' demonstrated work experience providing long-term Contaminated Site Project Lifecycle planning and implementation support to **Contaminated Site Projects**.

# **1A-4.** Intermediate Subject Matter Expert – Strategic Planning, Facilitation and Engagement – **OPTIONAL** (where offered by the Offeror)

- a) At least 10 years' demonstrated work experience providing strategic planning, facilitation and engagement services; AND
- b) At least two (2) distinct\*\* work engagements in the last 10 years (as of the evaluation date) providing strategic planning, facilitation and engagement services to support client Projects (\*\*i.e. in support of two (2) <u>distinct</u> Projects undertaken by clients or two (2) client Portfolios).

# Of these work engagements:

- b.1) each must demonstrate a minimum duration of engagement of the Resource of six (6) months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- b.2.1) at least one (1) work engagement must demonstrate a Capital Project / Portfolio for the client; AND either a Mining Project / Portfolio or Contaminated Site Project / Portfolio; where implementation work has been partially or fully completed; AND
- b.3) at least one (1) work engagement must demonstrate support of a client Project / Portfolio with a value of at least CAD\$20 Million in Capital or liability value to the client; AND
- b.4) at least one (1) work engagement must demonstrate the Resource's experience working with Indigenous governments or peoples; AND
- b.5) Each work engagement must demonstrate at least one (1) of the following characteristics (b.5.1 b.5.3):
- b.5.1) the Resource's experience designing and delivering learning sessions for adults using multiple adult learning modalities:

b.5.2) the Resource's experience in facilitation of collaborative working groups and engagement sessions,

- where the session demonstrably resulted in the achievement of a common understanding or outcome across diverse participant groups;
- b.5.3) the Resource's experience in organization-level strategic planning;

AND

c) Bachelor's degree or higher in a relevant discipline OR an additional three (3) years' demonstrated work experience providing long strategic planning, facilitation and engagement services.

# 7.3.2 Stream 2 – Major Mine Closure Project Closure Services

7.3.2.1 Stream 2 - Core Resources

# 2C-1. Principal / Project Leader

- a) At least 10 years' demonstrated work experience related to **Major Mine Closure Project Services** (as defined in the S.W.5); AND
- b) At least 10 years' demonstrated work experience in a Lead role related to **Major Mine Closure Project Services** (as defined in the S.W.5). "Lead" is defined as leading a team of multi-disciplinary resources within an operational Project environment; AND
- c) At least three (3) distinct\*\* work engagements in the last 10 years as a Lead (as of the RFSO posting date, or as of the evaluation date upon Resource substitution or Replacement, as defined in the SOW Section 7.5), delivering services related to **Major Mine Closure Project Services** (as defined in the S.W.5) (\*\*i.e. in support of three (3) distinct Major Mine Closure Projects undertaken by clients).

Of these work engagements:

- c.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- c.2.1) At least one (1) work engagement must demonstrate support of a client Project with a value of at least CAD\$100 Million in Capital or liability value to the client; AND
- c.2.2) The other two (2) work engagements must each demonstrate support of a client Project with a value of at least CAD\$50 Million in Capital or liability value to the client; AND
- c.3) At least one (1) work engagement must demonstrate the Resource's experience working with Indigenous governments or peoples; AND
- c.4) Each work engagement must demonstrate at least four (4) of the following characteristics (c.4.1 c.4.8) and across all three (3) work engagements <u>each</u> of c.4.1 c.4.8 must be demonstrated:
- c.4.1) the Resource's experience working in a Northern environment or Northern territory;
- c.4.2) the Resource's experience working with Indigenous governments or peoples (where not already considered in demonstration of the requirement for experience in one (1) work engagement as set out in c.3 above);
- c.4.3) the Resource's experience working with multiple socio-economic stakeholders;
- c.4.4) the Resource's experience working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;
- c.4.5) the Resource's work experience in an operational Project environment implementing Remote logistical considerations;
- c.4.6) the Resource's work experience reporting to the senior executive level (DG or equivalent or higher);
- c.4.7) the Resource's experience designing and implementing Project performance management;

c.4.8) the Resource's experience designing and implementing Project risk management;

## AND

d) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Engineering, Business Administration, Environmental Sciences, Geography, Geology, or related discipline OR an additional three (3) years' demonstrated work experience delivering **Major Mine Closure Project Services** (as defined in the S.W.5).

## 2C-2. Senior Consultant

- a) At least 10 years' demonstrated work experience related to **Major Mine Closure Project Services** (as defined in the S.W.5); AND
- b) At least two (2) distinct\*\* work engagements in the last 10 years as a Lead (as of the RFSO posting date, or as of the evaluation date upon Resource substitution or Replacement, as defined in the SOW Section 7.5), delivering services related to **Major Mine Closure Project Services** (as defined in the S.W.5) (\*\*i.e. in support of two (2) distinct Major Mine Closure Projects undertaken by clients).

Of these work engagements:

- b.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- b.2.1) At least one (1) work engagement must demonstrate support of a client Project with a value of at least CAD\$100 Million in Capital or liability value to the client; AND
- b.2.2) The other one (1) work engagement must demonstrate support of a client Project with a value of at least CAD\$50 Million in Capital or liability value to the client
- b.3) At least one (1) work engagement must demonstrate the Resource's experience working with Indigenous governments or peoples; AND
- b.4) Each work engagement must demonstrate at least three (3) of the following characteristics (b.4.1 b.4.8) and across all two (2) work engagements <u>each</u> of b.4.1 b.4.8 must be demonstrated:
- b.4.1) the Resource's experience working in a Northern environment or Northern territory;
- b.4.2) the Resource's experience working with Indigenous governments or peoples (where not already considered in demonstration of the requirement for experience in one (1) work engagement as set out in b.3 above);
- b.4.3) the Resource's experience working with multiple socio-economic stakeholders;
- b.4.4) the Resource's experience working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;
- b.4.5) the Resource's work experience in an operational Project environment implementing Remote logistical considerations;
- b.4.6) the Resource's work experience reporting to the senior executive level (DG or equivalent or higher);
- b.4.7) the Resource's experience designing and implementing Project performance management;
- b.4.8) the Resource's experience designing and implementing Project risk management;

#### AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Engineering, Business Administration, Environmental Sciences, Geography, Geology, or related discipline OR an additional three (3) years' demonstrated work experience delivering **Major Mine Closure Project Services** (as defined in the S.W.5).

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# 2C-3. Senior Subject Matter Expert - Mine Closure Project Lifecycle

- a) At least 15 years' demonstrated work experience providing long-term Project Lifecycle planning and implementation support to **Major Mine Closure Projects**; AND
- b) At least three (3) distinct\*\* work engagements in the last 10 years as a Lead (as of the RFSO posting date, or as of the evaluation date upon Resource substitution or Replacement, as defined in the SOW Section 7.5), providing long-term Project Lifecycle planning and implementation support to **Major Mine Closure Projects** (\*\*i.e. in support of three (3) distinct Major Mine Closure Projects undertaken by clients).

Of these work engagements:

- b.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- b.2.1) At least one (1) work engagement must demonstrate support of a client Project with a value of at least CAD\$100 Million in Capital or liability value to the client; AND
- b.2.2) The other two (2) work engagements must demonstrate support of a client Project with a value of at least CAD\$50 Million in Capital or liability value to the client; AND
- b.3) At least one (1) work engagement must demonstrate the Resource's experience working with Indigenous governments or peoples; AND
- b.4) Each work engagement must demonstrate at least one (1) of the following characteristics (b.4.1 b.4.3), across all three (3) work engagements <u>each</u> of b.4.1 b.4.3 must be demonstrated:
- b.4.1) Planning for Mine Closure across the Mine Closure Project Lifecycle;
- b.4.2) Costing a Mine Closure Plan across the Mine Closure Project Lifecycle;
- b.4.3) Implementation of a component of the Mine Closure Plan;

## AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Engineering, Business Administration, Environmental Sciences, Geography, Geology, or related discipline OR an additional three (3) years' demonstrated work experience providing long-term Project Lifecycle planning and implementation support to **Major Mine Closure Projects**.

# 2C-4. Senior Subject Matter Expert - Major Project Management

- a) At least 15 years' demonstrated work experience designing and implementing Project delivery models for **Major Projects**, including experience in Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects; AND
- b) At least three (3) distinct\*\* work engagements in the last 10 years as a Lead (as of the RFSO posting date, or as of the evaluation date upon Resource substitution or Replacement, as defined in the SOW Section 7.5), designing and implementing Project delivery models for **Major Projects** (\*\*i.e. in support of three (3) <u>distinct</u> Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects undertaken by clients).

Of these work engagements:

- b.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- b.2.1) At least one (1) work engagement must demonstrate support of a client Project with a value of at least CAD\$100 Million in Capital or liability value to the client; AND
- b.2.2) The other two (2) work engagements must demonstrate support of a client Project with a value of at least CAD\$50 Million in Capital or liability value to the client; AND
- b.3) At least one (1) work engagement must demonstrate the Resource's experience working with

## Indigenous governments or peoples; AND

- b.4) Each work engagement must demonstrate at least four (4) of the following characteristics (b.4.1 b.4.8) and across all three (3) work engagements <u>each</u> of c.4.1 c.4.8 must be demonstrated:
- b.4.1) the Resource's experience working in a Northern environment or Northern territory;
- b.4.2) the Resource's experience working with Indigenous governments or peoples (where not already considered in demonstration of the requirement for experience in one (1) work engagement as set out in b.3 above);
- b.4.3) the Resource's experience working with multiple socio-economic stakeholders;
- b.4.4) the Resource's experience working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;
- b.4.5) the Resource's work experience in an operational Project environment implementing Remote logistical considerations;
- b.4.6) the Resource's work experience reporting to the senior executive level (DG or equivalent or higher);
- b.4.7) the Resource's experience designing and implementing Project performance management;
- b.4.8) the Resource's experience designing and implementing Project risk management;

#### AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Engineering, Business Administration, Environmental Sciences, Geography, Geology, or related discipline OR an additional three (3) years' demonstrated work experience providing long-term Project Lifecycle planning and implementation support to **Major Mine Closure Projects**.

# 2C-5. Senior Subject Matter Expert - Contaminated Site Project Control / Project Health

- a) At least 15 years' demonstrated work experience on Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects; AND
- b) At least three (3) distinct\*\* work engagements in the last 10 years as a Lead (as of the RFSO posting date, or as of the evaluation date upon Resource substitution or Replacement, as defined in the SOW Section 7.5) (\*\*i.e. in support of three (3) distinct Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects undertaken by clients).

# Of these work engagements:

- b.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- b.2.1) At least one (1) work engagement must demonstrate support of a client Project with a value of at least CAD\$100 Million in Capital or liability value to the client; AND
- b.2.2) The other two (2) work engagements must demonstrate support of a client Project with a value of at least CAD\$50 Million in Capital or liability value to the client; AND
- b.3) At least one (1) work engagement must demonstrate the Resource's experience working with Indigenous governments or peoples; AND
- b.4) Each work engagement must demonstrate at least one (1) of the following characteristics (b.4.1 b.4.4), across all three (3) work engagements <u>each</u> of b.4.1 b.4.4 must be demonstrated:
- b.4.1) Designing, implementing and evaluating Project level controls;
- b.4.2) Designing, implementing and evaluating Project governance;
- b.4.3) Designing and undertaking a readiness assessment for the Project;
- b.4.4) Designing and undertaking Project health evaluation;

AND

c) Bachelor's degree or higher in a relevant discipline OR an additional three (3) years' demonstrated work experience providing long-term Project Lifecycle planning and implementation support to Major Mine Closure Projects.

#### 7.3.2.2 Stream 2 - Additional Resources

#### 2A-1. Intermediate Consultant

- a) At least 5 years' demonstrated work experience related to **Major Mine Closure Project Services** (as defined in the S.W.5); AND
- b) At least one (1) work engagement in the last 10 years (as of the evaluation date) delivering services related to **Major Mine Closure Project Services** (as defined in SW 5.0).

The work engagement must demonstrate:

- b.1) engagement of the Resource of six (6) months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated: AND
- b.2.1) support of a client Project with a value of at least CAD\$100 Million in Capital or liability value to the client:
- b.3) the Resource's experience working with Indigenous governments or peoples; AND
- b.4) at least three (3) of the following characteristics (b.4.1 b.4.6):
- b.4.1) the Resource's experience working in a Northern environment or Northern territory;
- b.4.2) the Resource's experience working with multiple socio-economic stakeholders;
- b.4.3) the Resource's experience working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;
- b.4.4) the Resource's work experience in an operational Project environment implementing Remote logistical considerations:
- b.4.5) the Resource's experience designing and implementing Project performance management;
- b.4.6) the Resource's experience designing and implementing Project risk management;

AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Engineering, Business Administration, Environmental Sciences, Geography, Geology, or related discipline OR an additional three (3) years' demonstrated work experience delivering **Major Mine Closure Project Services** (as defined in the S.W.5).

# 2A-2. Junior Consultant

- a) At least 1 year' demonstrated work experience related to **Major Mine Closure Project Services** (as defined in the S.W.5); AND
- b) At least one (1) work engagement in the last 10 years (as of the evaluation date) delivering services related to **Major Mine Closure Project Services** (as defined in the S.W.5).

The work engagement must demonstrate:

- b.1) engagement of the Resource of six (6) months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- b.2.1) support of a client Project with a value of at least CAD\$50 Million in Capital or liability value to the client;

- b.3) the Resource's experience working with Indigenous governments or peoples; AND
- b.4) at least one (1) of the following characteristics (b.4.1 b.4.6):
- b.4.1) the Resource's experience working in a Northern environment or Northern territory;
- b.4.2) the Resource's experience working with multiple socio-economic stakeholders;
- b.4.3) the Resource's experience working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;
- b.4.4) the Resource's work experience in an operational Project environment implementing Remote logistical considerations:
- b.4.5) the Resource's experience designing and implementing Project performance management;
- b.4.6) the Resource's experience designing and implementing Project risk management;

#### AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Engineering, Business Administration, Environmental Sciences, Geography, Geology, or related discipline OR an additional three (3) years' demonstrated work experience delivering **Major Mine Closure Project Services** (as defined in the S.W.5).

# 2A-3. Intermediate Subject Matter Expert – Mine Closure Project Lifecycle

- a) At least 10 years' demonstrated work experience providing long-term Project Lifecycle planning and implementation support to **Major Mine Closure Projects**; AND
- b) At least two (2) distinct\*\* work engagements in the last 10 years (as of the evaluation date) as a Lead, providing long-term Project Lifecycle planning and implementation support to **Major Mine Closure Projects** (\*\*i.e. in support of two (2) <u>distinct</u> Major Mine Closure Projects undertaken by clients).

Of these work engagements:

- b.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- b.2.1) At least one (1) work engagement must demonstrate support of a client Project with a value of at least CAD\$100 Million in Capital or liability value to the client; AND
- b.2.2) The other work engagement must demonstrate support of a client Project with a value of at least CAD\$50 Million in Capital or liability value to the client; AND
- b.3) At least one (1) work engagement must demonstrate the Resource's experience working with Indigenous governments or peoples; AND
- b.4) Each work engagement must demonstrate at least one (1) of the following characteristics (b.4.1 b.4.3), across all three (3) work engagements <u>each</u> of b.4.1 b.4.3 must be demonstrated:
- b.4.1) Planning for Mine Closure across the Mine Closure Project Lifecycle;
- b.4.2) Costing a Mine Closure Plan across the Mine Closure Project Lifecycle;
- b.4.3) Implementation of a component of the Mine Closure Plan;

# AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Engineering, Business Administration, Environmental Sciences, Geography, Geology, or related discipline OR an additional three (3) years' demonstrated work experience providing long-term Project Lifecycle planning and implementation support to **Major Mine Closure Projects**.

## 2A-4. Intermediate Subject Matter Expert – Major Project Management

- a) At least 10 years' demonstrated work experience designing and implementing Project delivery models for Major Projects, including experience in Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects; AND
- b) At least two (2) distinct\*\* work engagements in the last 10 years (as of the evaluation date), designing and implementing Project delivery models for Major Projects (\*\*i.e. in support of two (2) distinct Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects undertaken by clients).

# Of these work engagements:

- b.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- b.2.1) At least one (1) work engagement must demonstrate support of a client Project with a value of at least CAD\$100 Million in Capital or liability value to the client; AND
- b.2.2) The other one (1) work engagement must demonstrate must be in support of a client Project with a value of at least CAD\$50 Million in Capital or liability value to the client; AND
- b.3) At least one (1) work engagement must demonstrate the Resource's experience working with Indigenous governments or peoples; AND
- b.4) Each work engagement must demonstrate at least four (4) of the following characteristics (b.4.1 b.4.7) and across the two (2) work engagements <u>each</u> of b.4.1 b.4.7 must be demonstrated:
- b.4.1) the Resource's experience working in a Northern environment or Northern territory;
- b.4.2) the Resource's experience working with Indigenous governments or peoples (where not already considered in demonstration of the requirement for experience in one (1) work engagement as set out in b.3 above);
- b.4.3) the Resource's experience working with multiple socio-economic stakeholders;
- b.4.4) the Resource's experience working in an integrated collaborative fashion with one or more of: multiple levels of government, Authorities Having Jurisdiction, regulators, combination of public and private sector participants;
- b.4.5) the Resource's work experience in an operational Project environment implementing Remote logistical considerations;
- b.4.6) the Resource's experience designing and implementing Project performance management;
- b.4.7) the Resource's experience designing and implementing Project risk management;

#### **AND**

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Engineering, Business Administration, Environmental Sciences, Geography, Geology, or related discipline OR an additional three (3) years' demonstrated work experience providing long-term Project Lifecycle planning and implementation support to Major Mine Closure Projects.

# 2A-5. Intermediate Subject Matter Expert – Contaminated Site Project Control / Project Health

- a) At least 10 years' demonstrated work experience on Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects; AND
- b) At least two (2) distinct\*\* work engagements in the last 10 years (as of the evaluation date), (\*\*i.e. in support of two (2) distinct Mining Projects or Mine Closure Projects or Contaminated Site Projects or Infrastructure Projects undertaken by clients).

# Of these work engagements:

b.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND

- b.2.1) At least one (1) work engagement must demonstrate support of a client Project with a value of at least CAD\$100 Million in Capital or liability value to the client; AND
- b.2.2) The other one (1) work engagement must demonstrate support of a client Project with a value of at least CAD\$50 Million in Capital or liability value to the client; AND
- b.3) At least one (1) work engagement must demonstrate the Resource's experience working with Indigenous governments or peoples; AND
- b.4) Each work engagement must demonstrate at least one (1) of the following characteristics (b.4.1 b.4.4), and across the two (2) work engagements three (3) of b.4.1 b.4.4 must be demonstrated:
- b.4.1) Designing, implementing and evaluating Project level controls;
- b.4.2) Designing, implementing and evaluating Project governance;
- b.4.3) Designing and undertaking a readiness assessment for the Project;
- b.4.4) Designing and undertaking Project health evaluation;

**AND** 

c) Bachelor's degree or higher in a relevant discipline OR an additional three (3) years' demonstrated work experience providing long-term Project Lifecycle planning and implementation support to Major Mine Closure Projects.

# 7.3.3 Stream 3 – Contaminated Site Project Valuation, Insolvency Management and Recommercialization Services

7.3.3.1 Stream 3 - Core Resources

# 3C-1. Principal / Project Leader

- a) At least 10 years' demonstrated work experience related to **Contaminated Site Project Valuation**, **Insolvency Management and Re-commercialization Services** (as defined in the S.W.5) leading a Portfolio of Projects or a Portfolio of horizontal initiatives; AND
- b) At least three (3) distinct\*\* work engagements in the last 10 years as a Lead (as of the RFSO posting date, or as of the evaluation date upon Resource substitution or Replacement, as defined in the SOW Section 7.5), delivering services related to **Contaminated Site Project Valuation, Insolvency Management and Re-commercialization Services** (as defined in the S.W.5) (\*\*i.e. in support of three (3) <u>distinct</u> Projects undertaken by clients or three (3) client Portfolios).

Of these work engagements:

- b.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- b.2) At least one (1) work engagement must demonstrate insolvency of a Mining Project or abandonment of a Mining Project; AND
- b.3) Each must demonstrate the Resource's work experience in application for regulatory approval from AHJ OR implementation of measures to maintain regulatory compliance; AND
- b.4) Each must demonstrate Projects involving real property and assets; AND
- b.5) Each work engagement must demonstrate at least four (4) of the following characteristics (b.5.1-b.5.5):
- b.5.1) the Resource's experience working in a Northern environment or Northern territory OR the Resource's experience working with Indigenous governments or peoples OR the Resource's experience working with multiple community or socio-economic stakeholders:
- b.5.2) the Resource's experience working on integrated submissions for, or, working in an integrated manner with, one (1) or more of the following: multiple levels of government, AHJ, regulators, combination of public and private sector participants;

- b.5.3) the Resource's experience in an operational Project environment implementing Remote logistical considerations;
- b.5.4) the Resource's experience making representations to or reporting to judicial or quasi-judicial bodies;
- b.5.5) the Resource's experience in strategic management of Project teams;

#### AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Accounting, Finance, Economics, Business Administration, Mathematics, or related discipline OR an additional three (3) years' demonstrated work experience delivering **Contaminated Site Project Valuation, Insolvency Management and Re-commercialization Services** (as defined in the S.W.5).

#### 3C-2. Senior Consultant

- a) At least 10 years' demonstrated work experience related to **Contaminated Site Project Valuation, Insolvency Management and Re-commercialization Services** (as defined in the S.W.5) leading a Portfolio of Projects or a Portfolio of horizontal initiatives; AND
- b) At least two (2) distinct\*\* work engagements in the last 10 years (as of the RFSO posting date, or as of the evaluation date upon Resource substitution or Replacement, as defined in the SOW Section 7.5), delivering services related to **Contaminated Site Project Valuation, Insolvency Management and Recommercialization Services** (as defined in the S.W.5) (\*\*i.e. in support of two (2) <u>distinct</u> Projects undertaken by clients or two (2) client Portfolios).

Of these work engagements:

- b.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- b.2) At least one (1) work engagement must demonstrate insolvency of a Mining Project or abandonment of a Mining Project; AND
- b.3) Each must demonstrate the Resource's work experience in application for regulatory approval from AHJ OR implementation of measures to maintain regulatory compliance; AND
- b.4) Each must demonstrate Projects involving real property and assets; AND
- b.5) Each work engagement must demonstrate at least three (3) of the following characteristics (b.5.1-b.5.5):
- b.5.1) the Resource's experience working in a Northern environment or Northern territory OR the Resource's experience working with Indigenous governments or peoples OR the Resource's experience working with multiple community or socio-economic stakeholders;
- b.5.2) the Resource's experience working on integrated submissions for, or, working in an integrated manner with, one (1) or more of the following: multiple levels of government, AHJ, regulators, combination of public and private sector participants;
- b.5.3) the Resource's experience in an operational Project environment implementing Remote logistical considerations;
- b.5.4) the Resource's experience making representations to or reporting to judicial or quasi-judicial bodies;
- b.5.5) the Resource's experience in strategic management of Project teams;

# AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Accounting, Finance, Economics, Business Administration, Mathematics, or related discipline OR an additional three (3) years' demonstrated work experience delivering **Contaminated Site Project Valuation, Insolvency Management and Re-commercialization Services** (as defined in the S.W.5).

# 3C-3. Senior Subject Matter Expert – Mineral Valuation - OPTIONAL (where offered by the Offeror)

- a) At least 15 years' demonstrated work experience in Mineral Valuation; AND
- b) At least three (3) distinct\*\* work engagements in the last 10 years as a Lead (as of the RFSO posting date, or as of the evaluation date upon Resource substitution or Replacement, as defined in the SOW Section 7.5) (\*\*i.e. in support of three (3) distinct Mineral Valuation Projects).

Of these work engagements:

- b.1) Each must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated; AND
- b.2) At least one (1) work engagement must demonstrate the Resource's experience in market assessment of the Mineral deposit or Mineral claim associated with the real property:
- b.3) At least one (1) work engagement must demonstrate the Resource's experience working with Mineral commodity markets:

#### AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Accounting, Finance, Economics, Business Administration, Mathematics, Geology, Engineering, Science, or related discipline OR an additional three (3) years' demonstrated work experience providing Mineral Valuation Services.

#### 7.3.3.2 Stream 3 - Additional Resources

#### 3A-1. Intermediate Consultant

- a) At least 5 years' demonstrated work experience related to **Contaminated Site Project Valuation, Insolvency Management and Re-commercialization Services** (as defined in the S.W.5) leading a Portfolio of Projects or a Portfolio of horizontal initiatives; AND
- b) At least one (1) work engagement in the last 10 years (as of the evaluation date), delivering services related to **Contaminated Site Project Valuation, Insolvency Management and Re-commercialization Services** (as defined in the S.W.5) to clients.

This work engagement must demonstrate:

- b.1) a minimum duration of engagement of the Resource of six (6) months. Work engagements may be ongoing provided the minimum duration of Resource experience is demonstrated; AND
- b.2) at least one (1) work engagement must demonstrate insolvency of a Mining Project or abandonment of a Mining Project; AND
- b.3) the Resource's work experience in application for regulatory approval from AHJ OR implementation of measures to maintain regulatory compliance; AND
- b.4) a client Project involving real property and assets; AND
- b.5) at least two (2) of the following characteristics (b.5.1-b.5.4):
- b.5.1) the Resource's experience working in a Northern environment or Northern territory OR the Resource's experience working with Indigenous governments or peoples OR the Resource's experience working with multiple community or socio-economic stakeholders;
- b.5.2) the Resource's experience working on integrated submissions for, or, working in an integrated manner with, one (1) or more of the following: multiple levels of government, AHJ, regulators, combination of public and private sector participants:
- b.5.3) the Resource's experience in an operational Project environment implementing Remote logistical considerations;

b.5.4) the Resource's experience making representations to or reporting to judicial or quasi-judicial bodies; AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Accounting, Finance, Economics, Business Administration, Mathematics, or related discipline OR an additional three (3) years' demonstrated work experience delivering **Contaminated Site Project Valuation, Insolvency Management and Re-commercialization Services** (as defined in the S.W.5).

### 3A-2. Junior Consultant

- a) At least 1 year' demonstrated work experience related to **Contaminated Site Project Valuation, Insolvency Management and Re-commercialization Services** (as defined in the S.W.5) leading a Portfolio of Projects or a Portfolio of horizontal initiatives; AND
- b) At least one (1) work engagement in the last 10 years (as of the evaluation date), delivering services related to **Contaminated Site Project Valuation, Insolvency Management and Re-commercialization Services** (as defined in the S.W.5) to clients.

This work engagement must demonstrate:

- b.1) a minimum duration of engagement of the Resource of six (6) months. Work engagements may be ongoing provided the minimum duration of Resource experience is demonstrated; AND
- b.2) at least one (1) work engagement must demonstrate insolvency of a Mining Project or abandonment of a Mining Project; AND
- b.3) the Resource's work experience in application for regulatory approval from AHJ OR implementation of measures to maintain regulatory compliance; AND
- b.4) a client Project involving real property and assets; AND
- b.5) at least one (1) of the following characteristics (b.5.1-b.5.4):
- b.5.1) the Resource's experience working in a Northern environment or Northern territory OR the Resource's experience working with Indigenous governments or peoples OR the Resource's experience working with multiple community or socio-economic stakeholders;
- b.5.2) the Resource's experience working on integrated submissions for, or, working in an integrated manner with, one (1) or more of the following: multiple levels of government, AHJ, regulators, combination of public and private sector participants;
- b.5.3) the Resource's experience in an operational Project environment implementing Remote logistical considerations:
- b.5.4) the Resource's experience making representations to or reporting to judicial or quasi-judicial bodies;

### AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Accounting, Finance, Economics, Business Administration, Mathematics, or related discipline OR an additional three (3) years' demonstrated work experience delivering **Contaminated Site Project Valuation, Insolvency Management and Re-commercialization Services** (as defined in SW 5.0).

## **3A-3. Intermediate Subject Matter Expert – Mineral Valuation - OPTIONAL** (where offered by the Offeror)

- a) At least 10 years' demonstrated work experience in Mineral Valuation; AND
- b) At least two (2) distinct\*\* work engagements in the last 10 years (as of the evaluation date) as a Lead (\*\*i.e. in support of two (2) distinct Mineral Valuation Projects).

Of these work engagements:

b.1) One (1) must demonstrate a minimum duration of engagement of the Resource of six (6) months, with one (1) demonstrating a minimum duration of engagement of the Resource of 12 months. Work engagements may be on-going provided the minimum duration of Resource experience is demonstrated;

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#### AND

b.2) At least one (1) work engagement must demonstrate the Resource's experience in market assessment of the Mineral deposit or claim associated with the real property:

b.3) At least one (1) work engagement must demonstrate the Resource's experience working with Mineral commodity markets:

### AND

c) Bachelor's degree or higher in a relevant discipline, such as but not necessarily limited to Accounting, Finance, Economics, Business Administration, Mathematics, Geology, Engineering, Science, or related discipline OR an additional three (3) years' demonstrated work experience providing Mineral Valuation Services.

### 7.4 Resource Development

CIRNAC recognizes that over the course of the 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 each SOA year (ending March 31), and no more frequently than **once a SOA year** thereafter, the Offeror may submit an Offer to the Project Authority of CIRNAC, to change the level of seniority for one (1) or more of the Offeror's qualified Resources to a higher level of seniority, where those Resources have acquired additional experience and expertise in their field. Any such Offer shall contain demonstration of the additional experience and expertise acquired by the Resource(s), substantiating the request to "upgrade" the Resource(s) to the next level of experience in the Resource category.

The Project Authority may, in its exclusive discretion, review the Offer and determine whether or not the Resource(s) are eligible to provide Services under the next level of Resource category. This "upgrade" is not automatic, and any determination to transfer a Resource to another level of Resource category is at CIRNAC's sole discretion, and must be evidenced by a written statement from the Project Authority and approved in signature by the Standing Offer Authority (or his authorized representative), based on the number limit per Resource category defined in the SOW Section 7.2. The SOA Resource List shall be updated accordingly.

### 7.5 Resource Substitution or Replacement

Prior to Call-up or during the course of work under any Call-up, Resource substitution or replacement may be undertaken by the Offeror only with the express and prior written approval from the Project Authority.

Call-up(s) may include the Services of Resources named within the SOA Resource List. Where CIRNAC requires the Services of specific Resources that are named within the Call-up(s), should the Offeror at any time be unable to provide the Services of the specific Resource(s), the Offeror shall notify the Project Authority, in writing, of the reason for the unavailability of the named Resource(s), and the Offeror shall be responsible for providing substitute or replacement of Resources in the same Resource category.

CIRNAC also reserves the right to direct the Offeror to undertake replacements of his or her personnel (or any subcontractors) should deployed Offeror personnel not meet CIRNAC's skills and abilities expectations.

In advance of the date upon which any substitute or replacement Resource(s) are to commence work, the Offeror shall provide to the Project Authority the name(s), date of birth, relevant security information, and detailed curriculum vitae (CV) of the qualifications and experience of the offered substitute or replacement Resource(s).

For substitute or replacement of any Resource(s), where the offered substitute or replacement Resource(s) are not in the SOA Resource List, the new Resource(s) must meet minimum qualifications,

as identified in the SOW Section 7.3, associated with the Resource category in which they are offered as a replacement.

Should the offered substitute or replacement Resource(s) not meet above requirements, CIRNAC reserves the right to refuse any offered substitute or replacement Resource(s). Under no circumstances shall the Offeror allow performance of the services by substitute or replacement Resource(s) that have not been duly authorized by the Project Authority.

Qualification and acceptance of any substitute or replacement Resource(s) prior to or during the course of work under any Call-up does not require an amendment to the SOA and shall be evidenced by a written statement from the Project Authority.

For permanent substitute or replacement of any Resources within the SOA Resource List, it shall also be approved in signature by the Standing Offer Authority.

CIRNAC requires that effective and continuous control be maintained throughout the duration of any Callup authorized under the SOA. If the Offeror is required to provide substitute or replacement Resources, the Offeror shall warrant that it will provide the required support to ensure a smooth transition from one Resource to another. This may require the incumbent Resource to provide coaching and support to the replacement or substitute Resource(s) for up to five (5) days, as determined by the Project Authority, **at the sole expense of the Offeror**.

Any replacement Resource(s) or substitute approved by CIRNAC shall be available to commence work within seven (7) calendar days of the Offeror being notified by the Project Authority. The seven (7) calendar day timeline commences after the completion of CIRNAC's internal administrative processes. These internal administrative processes include, but are not necessarily limited to, review of a offered replacement's CV and overall qualifications and expertise, and completion security clearance check. CIRNAC cannot certify the length of time this process will take.

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

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

The Offeror and its deployed Resources shall possess or ensure the provision of content knowledge appropriate for the Contaminated Site and Major Mine Closure Project & Portfolio Management Support Services for the Service Stream(s) in which the Offeror is qualified, as described in all authorized Callups, and shall continuously strive to improve its methodological and practice skills.

In providing the Services as described above, the Offeror shall, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:

- Efficient time management is of utmost importance to the delivery of NCSB's Projects. At the
  issuance of each Call-up, CIRNAC will establish with the Offeror a schedule of milestones and
  reporting for the work to be completed on the basis of its congruence with the conditions of the Callup. The Offeror shall deliver the Services by the deadlines established by the Project Authority, as
  specified within the Call-up. Every effort shall be made by CIRNAC to provide the Offeror with
  reasonable deadlines.
- In addition to the requirement for Contractor Performance, there is an inherent Quality Assurance Standard associated with all Call-ups. The Offeror shall apply a rigorous Quality Assurance methodology to ensure the accuracy and quality of all deliverables and services provided.

All Deliverables rendered under all Call-ups are subject to inspection by the Project Authority or a designated representative. The Project Authority reserves the right to verify the accuracy of all Deliverables.

In the event that the Offeror fails to comply with the conditions of the Call-up, and as identified in CIRNAC's review of the work, CIRNAC reserves the right to terminate the Call-up and award a Call-up to another qualified Offeror in order to complete the work.

The management by the Offeror of Service delivery to CIRNAC in relation to all authorized Call-ups shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, codes and policies as well as professional standards.

The Offeror shall ensure that all Resources deployed in the provision of services under the authorized Call-ups, including any and all sub-contractors, are properly trained and qualified to fulfill their responsibilities. In addition, the Offeror shall ensure that all deployed Resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.

It is the responsibility of the Offeror to ensure its conduct and performance is in accordance with the terms and conditions of the SOA and all authorized Call-ups, and in accordance with the *Code of Conduct for Procurement*. It is also the responsibility of the Offeror to ensure the conduct and performance of its deployed Resources are in accordance with the same.

### S.W.9 REPORTING REQUIREMENTS

The Offeror shall provide regular status reports, as specified in the Call-up(s), and various *ad hoc* oral status updates to the Project Authority in relation to any and all Call-up(s) issued to the Offeror.

It is the responsibility of the Offeror to facilitate and maintain regular communication with the Project Authority. In addition, the Offeror shall immediately notify the Project Authority of any issues, problems, or areas of concern that could adversely affect the ability of the Contractor to complete the work specified under any Call-up.

Any progress, *ad hoc*, or other reporting on Call-up work, including any work associated with invoicing, is considered Administrative in nature and is therefore considered to be included in the Offeror's accepted hourly rates within its accepted Basis of Payment. No Administrative costs, including invoicing preparation, progress reports on work status, or *ad hoc* reports, are considered as separate billable items.

Any written reports provided shall be in CIRNAC's standard software, and may include e-mails, MS Word, MS Excel or MS Project, as appropriate.

Additional reporting requirements will be specified in any resulting Call-up(s).

### S.W.10 RISKS AND CONSTRAINTS

Work conducted under the SOA may require the Offeror and/or the Offeror's deployed Resources to visit identified or suspected Contaminated Sites. It is the responsibility of the Offeror to consider any and all risks to health, safety, and welfare, which may be incurred in the completion of work under the SOA, as a result of visitation to Contaminated Sites.

CIRNAC also recognizes that work under the SOA may involve visits to remote locations. Visits in these areas may result in changes in climate, cost of living, service provision and accessibility, and other unforeseen changes in condition from the Offeror's and/or the Offeror's deployed Resources' initial location and residence.

CIRNAC is **NOT** responsible to recompense for personal or property injury to the Offeror or the Offeror's deployed Resources, while providing Services on behalf of CIRNAC, throughout the duration of the SOA. The Offeror is responsible for maintaining appropriate insurance coverage for the Offeror and its deployed Resources, including any sub-contractors.

Site Health and Safety at each site is typically the responsibility of a third party. When visiting a Contaminated Site, the Offeror shall ensure that its Resources (including any sub-contracted resources) comply with all applicable acts and regulations as well as any Health and Safety policies, procedures and requirements established by the party responsible for Health and Safety at each site. Should the Offeror determine that additional Health and Safety measures are required to ensure the safety of its personnel,

the Offeror shall implement such measures while respecting the policies, procedures and requirements in place at the site(s).

Each NCSB project is a complex undertaking with multiple parties supporting the successful delivery of the project. The Offeror shall work in a professional and cooperative manner with representatives from all levels of government, Indigenous peoples and organizations, other contractors, and regulatory and oversight agencies in the completion of its work. In initiating and managing relations between parties as required in the course of its work, the Offeror shall work with the Project Authority (or designate) to establish and implement procedures to ensure the sound management of its work activities requiring interaction with other parties.

Where Services include the provision of expert advice or opinion to CIRNAC, the Offeror, and all deployed Resources under any resulting Call-up(s), must be free of actual, potential, or perceived conflict of interest in relation to the particular issue on which the advice or opinion is provided. To support this, the Offeror and all Resources shall confirm to the Project Authority prior to accepting any Call-up for such matters and shall regularly report during the course of any authorized Call-up any parties with whom the Offeror and its Resources have worked in the previous year; to support CIRNAC's review and determination of the Offeror's and the Resource's conflict(s) of interest, if any.

## S.W.11 OFFEROR RESPONSIBILITIES

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

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

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

CIRNAC will provide the Offeror with the Call-up documents, which will contain at a minimum, a description of the requirement, and the specific Resource categories and/or named Resources required to undertake the project. The Project Authority will be named in individual Call-up document(s). Alternative representatives will be made available in the event that the named Project Authority is not available.

CIRNAC will provide the following to the Offeror, as required for the completion of the work under this SOA and any resulting Call-up(s):

- A "Letter of Introduction" for presentation to Departmental staff and/or other parties in order to:
  - a) Identify themselves as an Offeror authorized to provide services on behalf of the Department; and
  - b) Gain access to and/or collect information, and/or to conduct discussions regarding any contract work being conducted on behalf of the Department;
- Permission for the Offeror to be on CIRNAC premises to review Departmental files and records which cannot be removed from the office;
- Access to research databases and appropriate Departmental personnel and subject matter experts from within the organization to discuss and provide content material;
- Review of reports/submissions and the provision of comments/suggested revisions, in a timely manner; and

• Any other information, data and/or assistance, which is not readily available to the Offeror, and is required to complete the tasks and deliverables described in a Call-up(s).

CIRNAC will monitor the Offeror on-going service delivery by conducting review meetings with the Offeror on an as-and-when-required basis, to monitor progress, as well as to exchange information relevant to chronic problem areas, action plans, and pending planning activity.

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

It is anticipated that the majority of the work will be delivered to the NCSB's headquarters in Gatineau, Quebec in NCR, with some work at the Offeror's place of business.

Notwithstanding the above, CIRNAC anticipates some on-site work at NCSB's Regional offices and/or visits to related Contaminated Sites. In the event of delivery to a Regional office or Contaminated Site, Call-ups may request specific approaches to incorporation of Indigenous Opportunity considerations (e.g. training, capacity building, contract, and supply/service opportunities) for the particular work package.

When required, Offerors are responsible for all costs related to their own and their Resources' personal expenses, including the cost of travel between their place of business and NCSB headquarters, regardless of the location of the Resources conducting the work. No expenses will be reimbursed for any required travel between NCSB headquarters and the Offeror's place of business.

Where CIRNAC requires work to be conducted at other locations, including NCSB's Regional offices, a particular Contaminated Site in the North, and/or anywhere else in Canada, the Offeror's Resources shall travel, as required and as authorized by CIRNAC to conduct the work. The Project Authority will issue a specific authorization to travel, including specific travel parameters, dates and location(s). The Offeror shall submit travel estimates for pre-approval. **Any travel must be pre-authorized (in writing) in advance by the Project Authority** and undertaken in accordance with the Travel Directive (<a href="https://www.njc-cnm.gc.ca/directive/d10/en">https://www.njc-cnm.gc.ca/directive/d10/en</a>). Offerors will be reimbursed only for previously authorized travel, accommodation and associated allowable expenses, in accordance with Travel Directive.

Some of the locations in which the Offeror may be required to perform work or deliver Services are within areas covered by Comprehensive Land Claims Agreements (CLCAs). These include, but are not necessarily limited to:

Location	Related CLCA(s)
British Columbia	Maa-nulth Final Agreement
	Nisga'a Final Agreement
	Tsawwassen First Nation Final Agreement
Newfoundland and Labrador	Labrador Inuit Final Agreement
Northwest	Gwich'in Final Agreement
Territories	Inuvialuit Final Agreement
	Sahtu Dene and Metis Comprehensive Land Claims Agreement
	T'licho Agreement
Nunavut	Nunavik Inuit Final Agreement
	Nunavut Land Claims Agreement
Québec	Eeyou Marine Region Agreement
	James Bay and Northern Québec Agreement
	Northeastern Québec Agreement
	Nunavik Inuit Final Agreement
Yukon	Several agreements pursuant to the Yukon Umbrella Final
	Agreement; these include but are not limited to:
	Carcross/Tagish First Nation Final Agreement;
	Champagne and Aishihik First Nation Final Agreement;
	Kluane First Nation Final Agreement;
	Kwanlin Dun First Nation Final Agreement;
	Little Salmon / Carmacks First Nation Final Agreement;

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Location	Related CLCA(s)
	First Nation of Nacho Nyak Dun Final Agreement;
	Selkirk First Nation Final Agreement;
	Ta'an Kwach'an Council Final Agreement;
	Teslin Tlingit Council Final Agreement;
	Tr'ondëk Hwëch'in final Agreement; or
	Vuntut Gwitchin First Nation Final Agreement.
	as specified in any resulting Call-up.

Any specific CLCA(s) applicable to any resultant Call-up(s), and any requirements with regard to the Resource's work related to applicable CLCA(s), will be identified in the applicable Call-up(s).

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

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

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

The Offeror and its Resources shall keep in confidence and not use or disclose without the express written instruction of the Project Authority, any proprietary or confidential information obtained in the course of its work. This information includes any business confidential information contained within Contaminated Site Project or Major Mine Closure Project, Offers, contracts, work plans and deliverables, and also includes any information discovered as part of any audit, evaluation or review of internal business processes.

The Offeror must obtain written permission from the Project Authority prior to the use of any NCSB materials and knowledge gained from NCSB projects in the Offeror's other work or business, including presentation at conferences.

As required, prior to commencement of work under any resultant Call-up(s), the Offeror and all deployed Resources shall sign non-disclosure agreements and conflict of interest certifications in relation to all project work undertaken, as well as in relation to CIRNAC and any other contractors or sub-contractors involved with the related project.

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

## ANNEX "B" - BASIS OF PAYMENT

As per the rates in the following tables (per Service Stream), the Offeror will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in the Annex "A" - Statement of Work, to a limitation of expenditure of \$\_\_\_\_\_\_ (applicable taxes are extra). Any amounts for taxes will be added at time of each Call-up award.

Initial Period: Standing Offer Award to March 31, 2022 inclusive

Option Year 1: April 1, 2022 to March 31, 2023 inclusive Option Year 2: April 1, 2023 to March 31, 2024 inclusive

## Stream 1: Contaminated Site Project Portfolio Services

	RESOURCE	Per-hour Rate (Initial Period)	Per-hour Rate (Option Year 1)	Per-hour Rate (Option Year 2)
	1C-1. Principal / Project Leader			
	1C-2. Senior Consultant			
Core	1C-3. Senior Subject Matter Expert - Contaminated Site Project Lifecycle			
	1C-4. Senior Subject Matter Expert - Strategic Planning, Facilitation and Engagement (OPTIONAL)			
	1A-1. Intermediate Consultant			
	1A-2. Junior Consultant			
Additional	1A-3. Intermediate Subject Matter Expert - Contaminated Site Project Lifecycle			
A	1A-4. Intermediate Subject Matter Expert – Strategic Planning, Facilitation and Engagement (OPTIONAL)			

### **Stream 2: Major Mine Closure Project Services**

	RESOURCE	Per-hour Rate (Initial Period)	Per-hour Rate (Option Year 1)	Per-hour Rate (Option Year 2)
	2C-1. Principal / Project Leader			
	2C-2. Senior Consultant			
Core	2C-3. Senior Subject Matter Expert - Mine Closure Project Lifecycle			
ŏ	2C-4. Senior Subject Matter Expert - Major Project Management			
	2C-5. Senior Subject Matter Expert - Contaminated Site Project Control / Project Health			

	2A-1. Intermediate Consultant		
	2A-2. Junior Consultant		
ınal	2A-3. Intermediate Subject Matter Expert - Mine Closure Project Lifecycle		
Additional	2A-4. Intermediate Subject Matter Expert - Major Project Management		
	2A-5. Intermediate Subject Matter Expert - Contaminated Site Project Control / Project Health		

# Stream 3: Contaminated Site Project Valuation, Insolvency Management and Recommercialization Services

	RESOURCE	Per-hour Rate (Initial Period)	Per-hour Rate (Option Year 1)	Per-hour Rate (Option Year 2)
	3C-1. Principal / Project Leader			
Core	3C-2. Senior Consultant			
ŏ	3C-3. Senior Subject Matter Expert - Mineral Valuation (OPTIONAL)			
	3A-1. Intermediate Consultant			
onal	3A-2. Junior Consultant			
Additional	3A-3. Intermediate Subject Matter Expert - Mineral Valuation (OPTIONAL)			

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

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Notes: this signature page will be updated upon SOA award.

Security Classification / Classification de sécurité

## ANNEX "D" - Security Safeguarding Requirements

Contractor Name

As per upcoming Standing Offer

Agreement

Contract Number RFSO - 1000206942

Document Number: 11200173

Date: April 11, 2019

1. Security Clauses

## 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 at the Reliability Status level for the Contractor, their resources and sub-contractors to be assigned to conduct the work.

- Prior to the commencement of the work, the Contractor and each of their resources involved in the call-up must each hold a valid Government of Canada (GoC) Security Screening at the level of Reliability Status.
- 3) The Contractor and its personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.
- 4) The Contractor MUST NOT remove any **PROTECTED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 5) The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until appropriate document safeguarding capability is authorized by the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC).
- 6) Subcontracts which contain security requirements are not to be awarded without the prior written permission of the department's Security and Accommodation Division.
- 7) Any substitute or alternate resource proposed for the call-up:
  - a. must be approved by the Departmental Representative; and
  - b. must hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status** before gaining access to designated information or assets.
- 8) Under the Standing Offer Agreement, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the call-up with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
- 9) Any call-up issued against this Standing Offer Agreement only has force or effect for as long as the security screening at the level of **Reliability Status** is in effect. Should the security screening issued prior to the commencement of the work be revoked during the lifetime of the call-up, the call-up shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory Work performed up to the time of termination pursuant to the terms of the Standing Offer Agreement.
- 10) The Contractor must comply with the provisions of the:
  - a. Security clauses and requirements (attached hereto as Annex \_); and
  - b. Policy Government Security (Latest Edition)

### 2. Physical Security Transportation and Safeguard Requirements

It is important to properly store and transmit sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of protected information.

## 2.1 Work Location:

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

2.2 Physical Safeguards:

The contractor is allowed to safeguard Protected documents at the location stated above. The Protected documents must be safeguarded in a locked security container with access restricted to the contractor only:

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

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### **Definitions:**

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

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

<u>Protected B</u>: Could cause serious injury. A few examples: Several Protected A information when compiled in an employee file, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

## 2.3 <u>Transportation</u>

## 2.3.1 Physical Transportation of Paper Records:

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

### 2.3.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- · Overnight Stopovers: Not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information.
   Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

## 2.3.3 Discussion:

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

### 3. IT Security Requirements

### 3.1 Electronic Storage

When there is a requirement to produce or store **Protected** data outside of the departmental premises, it must be done as per the following to ensure that the data remains secure at all times:

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

### 3.2 Electronic Possession, Transportation and Processing

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

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to https://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 <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm</a> 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.

### 3.3 Electronic Transmission of Departmental Data

When there is a requirement to electronically transmit departmental data between the contractor and CIRNAC, 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 CIRNAC 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. CIRNAC accepts any residual risk for their use during the contract. Therefore, an IT inspection by CIRNAC to verify remote access services is not required.

Classification Level	CIRNAC Approved Transmission Methods	Requirements
Protected A	Email	The Contractor can transmit Protected A Data to CIRNAC personnel via email as long as the following requirements are met:  • The e-mail account is not a publically accessible web-mail based service (ex: Hotmail, yahoo mail, Gmail, etc.);  • Each user has their own corporate e-mail account which is protected with a username and password; and

Email server communication is protected with TLS encryption. Fax The Contractor can transmit Protected A Data to CIRNAC via fax as long as the following requirements are met: The sending fax machine is located on the contractor's premises: The sender contacts the recipient to confirm fax number and advise recipient of incoming fax: Recipient is present at the fax machine ready to receive fax: and Sender obtains confirmation from sender of receipt. Wireless If a wireless access point is installed on the contractor's Communications premises, and devices processing CIRNAC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards: The administrator user name and password must be changed from their default values: The network name (SSID) has been changed from its default value: and WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: Must be 8 characters or longer; Have at least one upper case character: Have at least one lower case character; Have at least one numeric character; and Have at least one allowed special character **Protected B** Encrypted and The Contractor can transmit Protected B Data to CIRNAC Digitally Signed personnel via email as long as the messages and/or eMail attachments are encrypted and the following requirements are met: • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc); Each user has their own corporate e-mail account which is protected with a username and password; The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings: • One of the following encryption algorithms is used: 3DES-168 Bit or higher AES-128 Bit or higher • Digitally signed with one of the following algorithms: RSA (Rivest, Shamir, Adleman) DSA (Digital Signature Algorithm) ECDSA (Elliptic Curve Digital Signature Algorithm) One of the following Hash functions is used in the generation of digital signatures: ■ SHA-224 SHA-256 SHA-384 SHA-512

Wireless Communications	If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:  The administrator user name and password must be changed from their default values;  The network name (SSID) has been changed from its default value; and  WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:  Must be 12 characters or longer;  Have at least one upper case character;  Have at least one lower case character;  Have at least one numeric character; and  Have at least one allowed special character
CIRNAC Secure File Exchange Service	The Contractor can transmit Protected B Data via CIRNAC's Secure File Exchange service as long as following requirements are met:  • A personally identifiable unique username and password is assigned to the user by CIRNAC; and  • The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy ( <a href="https://efse-sfee.aadnc-aandc.gc.ca/policy/sfe">https://efse-sfee.aadnc-aandc.gc.ca/policy/sfe</a> Acceptable use policy.html)
CIRNAC Collaboration Service	The Contractor can transmit Protected B Data via CIRNAC's Collaboration service as long as following requirements are met:  • A personally identifiable unique username and password is assigned to each user by CIRNAC.
Fax	The Contractor can transmit Protected B Data to CIRNAC via fax as long as the following requirements are met:  The sending fax machines is located on the contractor's premises;  The sender contacts the recipient to confirm fax number and advises recipient of incoming fax;  Recipient is present at the fax machine ready to receive fax; and  Sender obtains confirmation from sender of receipt.

CIRNAC Project Authority:

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

SIGNED:

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

SECURITY AGREEMENT

	SECURITY AGREEMENT
I, of the	(print name) will fulfill the duties as a consultant affiliated with the work attached contract, as set out below, to the best of my abilities.
1.	I will abide by all of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) security procedures attached to this document. I acknowledge receipt and understand these existing procedures, and promise to familiarize myself with any amendments to them, forthwith after receipt of such amendments.
2.	I understand and agree that information received by me in the process of performing my duties in relation to this file is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC. Without the prior written authorization of CIRNAC or of the person to whom the information relates, this information can only be viewed by myself and may only be used for the purposes of this contract on behalf of CIRNAC.
3.	I agree to notify CIRNAC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which I become aware. I will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4.	I agree to provide background information necessary to proceed with a criminal record check for the purposes of qualification as a consultant affiliated with the work under this contract.
I, the	undersigned, UNDERSTAND, AGREE AND CONSENT TO THE ABOVE:
DATE	≣:
SIGN	IED:
PRIN	T NAME: