



## REQUEST FOR STANDING OFFER

### RETURN BIDS TO:

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

[aadnc.soumissionbid.aandc@canada.ca](mailto:aadnc.soumissionbid.aandc@canada.ca)

### REQUEST FOR STANDING OFFERS

#### Proposal to DIAND:

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

Title <b>Environment, Health &amp; Safety Management Support Services</b>	
Solicitation Number <b>1000217932</b>	
Date (YYYYMMDD) <b>2021-01-25</b>	
Solicitation Closes At <b>14 h</b>	Time Zone  <b>Eastern Standard Time (EST)</b>
On (YYYYMMDD) <b>2021-03-08</b>	
<b>Standing Offer Authority</b>	
Name <b>Alma Moyeda</b>	
Telephone Number <b>(819) 271-6488</b>	
Facsimile Number	
Email Address <b>alma.moyeda@canada.ca</b>	
Destination(s) of Services <b>Canada</b>	
Security <b>THIS REQUEST INCLUDES SECURITY PROVISIONS</b>	
<b>Instructions:</b>  See Herein	
<b>Delivery Required</b> See Herein	
<b>Person Authorized to sign on behalf of Vendor/Firm</b>	
Name	
Title	

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, Certification and any other annexes

### **1.2 Summary**

- 1.2.1            On behalf of the Department Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC), Northern Contaminated Sites Branch (NCSB) requires access to a qualified professional firm ("Offeror") providing experienced Resources with expertise in Environment, Health and Safety Management, to support NCSB in assessing and reducing the environmental, financial, and human health liability within and across the Portfolio.

Through this competitive procurement process, CIRNAC seeks to award up to two (2) Standing Offer Agreements (SOA). The period of the Standing offers will be from award for three (3) years with two (2) option years.

- 1.2.2            This requirement is subject to the following trade agreement(s):

- Canadian Free Trade Agreement (CFTA)
- World Trade Organization - Agreement on Government Procurement (WTO-AGP)
- Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- Canada-Chile Free Trade Agreement (CCFTA)

- Canada-Colombia Free Trade Agreement
- Canada-Honduras Free Trade Agreement
- Canada-Korea Free Trade Agreement
- Canada-Panama Free Trade Agreement
- Canada-Peru Free Trade Agreement (CPFTA)
- Canada-Ukraine Free Trade Agreement (CUFTA)

1.2.3 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

### **1.3 Security Requirements**

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

### **1.4 Debriefings**

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

### **1.5 Key Terms (refer to the Statement of Work, Annex "A", SW4.0**

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

Subsection 5.4 of [2006](#), 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

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

### 2.3 Former Public Servant

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

#### ***Definitions***

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

**Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

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

## 2.4 Enquiries - Request for Standing Offers

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

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

## 2.5 Applicable Laws

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

## 2.6 Bid Challenge and Recourse Mechanisms

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

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

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

- Section I: Technical Offer in PDF format.
- Section II: Financial Offer in PDF format.
- Section III: Certifications in PDF format.
- Section IV: Additional Information in PDF format.

The total size of the email, including all attachments, must not exceed **10 megabytes (MB)**. It is solely the Offeror's responsibility to ensure that the total size of the email does not exceed this limit.

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) page format; and
- 2) use a numbering system that corresponds to the bid solicitation.

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

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

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

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

Offerors must submit their financial offer in accordance with the Annex B Basis of Payment. Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

### **3.2 Exchange Rate Fluctuation**

SACC Manual Clause [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**

**3.3 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures**

**3.3.1** As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed 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

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

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

### **1.0 Evaluation Procedures**

1.1 The Selection and Evaluation Process for Offers consists of the following five (5) stages:

- Stage 1 - Offerors will be evaluated on Mandatory Requirements M1-M3
- Stage 2 - Offerors meeting ALL of M1-M3 will be evaluated on the basis of Point-Rated Criteria R1-R4.
- Stage 3 - Offerors meeting an overall pass mark of 65% on Point-Rated Criteria R1 – R5 (inclusive) will be evaluated on the basis of R6 Offer Quality and the scores for R1-R6 summed and weighted to arrive at the total Technical Offer Score for the Offeror.
- Stage 4 - Offerors meeting the overall passmark of 65% on Point-Rated Criteria R1-R5 and evaluated on Point-Rated Criterion R6 will be evaluated on the basis of their Financial Offer to arrive at the total Financial Offer Score for the Offeror.
- Stage 5 - Offerors' total Technical Offer Scores and Financial Offer Scores will be summed to arrive at a Total Score for the Offeror.

1.2 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 will be evaluated separately against the evaluation criteria.

1.3 Offerors failing to meet the requirements at any stage will be deemed to be non-compliant at that stage and will be given no further consideration.

1.4 An Evaluation Committee composed of representatives of CIRNAC will evaluate the Offers.

1.5 Selection and evaluation are based on a "rules of evidence" approach, such that the Offeror's Offer is the sole demonstration of the Offeror's capacity to fulfill the requirement, as described within the RFSO. No prior knowledge of or experience with the Offeror on the part of the CIRNAC Evaluation Committee will be taken into consideration.

1.6 Through this RFSO, CIRNAC is seeking to award to up to two (2) SOAs.

### **2.0 Offer Submission Instructions**

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

2.2 Offer Submission Forms are provided following the Selection and Evaluation Criteria. **Offerors are strongly encouraged to use the Offer Submission Forms to support the consistent organization of Offers.**

2.3 Offerors must ensure that their Offer provides sufficient evidence for CIRNAC to assess the compliance of the Offer with the criteria listed in this RFSO. It is the sole responsibility of Offerors to provide sufficient information within their Offer to enable CIRNAC to complete its evaluation.

2.4 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 by the CIRNAC Evaluation Committee.

- 2.5 To meet the requirements described herein, the experience of the Offeror must be work for which the Offeror provided services to clients exterior to the Offeror's own organization. Internal business development projects will not be accepted.
- 2.6 For Resource experience, experience of the Resource with any organization (whether the Offeror, another company or employer) will be considered, provided it demonstrates the experience of the Resource. Resource experience gained during formal education will not be considered work experience. All requirements for work experience must have been obtained in a professional work environment as opposed to an educational setting. Co-op terms or other field work through a University or college that were conducted in conjunction with a professional firm are considered work experience only for Consultant level Resources and provided they are related to the required Services.
- 2.7 Offerors are advised that the experience is calculated as of the posting date of the RFSO. For example, if a given requirement states "...must have experience, within the last ten (10) years", then the ten (10) year period is calculated as of the posting date of the RFSO.
- 2.8 Offerors are advised that 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 2011 to December 2011; work engagement #2 time frame is October 2011 to January 2012; the total months of experience for these two work engagements is seven (7) months.**
- 2.9 Offerors are required to demonstrate how the experience of the Offeror and proposed 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 proposed Resources. Similarly, listing experience without providing any supporting information describing where, when and how such experience was obtained may result in the experience not being included for evaluation purposes.**
- 2.10 Offeror Profile
- 2.10.1 The Offeror should provide a company profile describing its breadth and depth of services offered and experience in the provision of services that are relevant and similar to CIRNAC's requirement as defined in the SOW.
- 2.10.2 The Offeror should include:
- a) The full legal name of the entity submitting the Offer;
  - b) Identification of the Offeror's proposed team (i.e. companies/entities who are parties to the Offer). This should include, as applicable, all joint venture or consortia members, partners and any major subcontractors with which the Offeror will foreseeably work.
  - c) The full postal address for its headquarters, and any regional office locations (if applicable) from which it is proposing to provide Services to CIRNAC. Note: P.O. Boxes will not be considered as postal addresses from which Offerors are able and willing to provide Services.
  - d) The name and contact information for the Offeror's Principal Point of Contact under any resulting Standing Offer Agreement.

### 3.0 DEFINITIONS

- 3.1 The following definitions apply all Mandatory Requirements and Point-Rated Criteria:
- 3.1.1 **“Offeror”** refers to the legal entity having submitted an Offer for evaluation, and which, if successful in the evaluation process, must execute the Standing Offer Agreement.
- 3.1.2 **“MUST”**, whether capitalized or not, refers to a requirement. In response to a Mandatory Requirement, failure on the part of the Offeror to provide the information or demonstrate it meets a requirement expressed by **“MUST”** within its Offer will result in the Offer being deemed non-compliant and no further consideration given. In response to a Rated Criterion, failure on the part of the Offeror to provide the information or demonstrate it meets a requirement expressed by **“MUST”** within its Offer will result in the Offer not being assessed any points.
- 3.1.3 **“Resource”** refers to the named individual(s) proposed by an Offeror (whether employed or subcontracted by the Offeror) to deliver Services under any resulting Standing Offer Agreement.
- 3.1.4 **“Should”** refers to a desired element. Failure on the part of the Offeror to provide the information requested by **“should”** within its Offer or to demonstrate that it meets the element expressed by **“should”** may result in the Offeror receiving less than full points on any Point-Rated Criteria. Offerors are encouraged to address all elements expressed by **“should”**.
- 3.1.5 **“Demonstrated”** 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 necessarily be considered “demonstrated” and may not be considered to address the Mandatory Requirements. Similarly, a reiteration of the text of the Point-Rated Criteria, on its own, will not be eligible to receive points.**
- 3.1.6 **“Work engagement”**, for the purposes of demonstrating the **Offeror’s work experience**, is defined as follows:
- Work engagement is a summary of the services delivered by an Offeror to a client, as specified in each respective requirement/criterion.
  - The Offeror’s work has a beginning and an end date and delivers a result.
  - Other substantiating information is as required in Mandatory Requirement M1.
- 3.1.7 **“Work engagement”**, for the purposes of demonstrating a proposed **Resource’s work experience**, is defined as follows:
- Work engagement is a summary of the services delivered by a Resource to its employer or to a client; as specified in each respective requirement/criterion.
  - The work has a beginning and an end date and delivers a result.
  - 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, other Resources, and distinguishable from the scope of any Offeror or entity-level Work engagement).
- 3.2 All other defined terms are as set out in the Statement of Work.

#### 4.0 Mandatory Technical Criteria

- 4.1 Offerors' Offers must meet all Mandatory Requirements for the Offer to be considered for further evaluation. Failure on the part of the Offeror 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.

MANDATORY REQUIREMENTS	COMPLIANT (YES/NO)	Page #
<p><b>M1. Offeror Work Engagements</b></p> <p><b>1.1</b> The Offeror <b>MUST</b> provide three (3) written Work engagements each demonstrating the experience of the Offeror in providing Environment, Health and Safety Management Support Services to clients external to the Offeror's organization, as follows:</p> <ul style="list-style-type: none"> <li>a) One (1) Work engagement <b>MUST</b> demonstrate the Offeror's design/development OR review and adjustment of either: an Environmental Management System (EMS), Environmental Health and Safety Management System (EHSMS), or a Health and Safety Management System (HSMS); and</li> <li>b) One (1) Work engagement <b>MUST</b> demonstrate the Offeror's planning and conducting an audit of an EMS, EHSMS or HSMS; and</li> <li>c) One (1) Work engagement <b>MUST</b> demonstrate the Offeror's experience delivering one (1) other service relevant to the requirements, as set out in sections 5.2 or 5.3 of the Statement of Work).</li> </ul> <p><b>1.2</b> Of the three (3) Work engagements provided, one (1) Work engagement <b>MUST</b> demonstrate the Offeror's delivery of services for a Contaminated Site Project.</p> <p><b>1.3</b> For each of the three (3) Work engagements, at least one (1) of the Offeror's Resources who is proposed and compliant with the requirements of the Category in which they are proposed <b>MUST</b> have been actively involved. 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 the resource was involved in most aspects of the Project (from initiation, through planning, execution and review/close-out) or actively involved in a substantive element of a larger phased Project)."</p> <p><b>1.4</b> Work engagements <b>MUST</b> be work done <u>by the Offeror as an entity</u> (see <b>Note 1</b> below).</p> <p><b>1.5</b> The Offeror <b>MUST</b> indicate the name, address, and one (1) of the telephone number or e-mail address of the client Project authority to whom the Offeror reported.</p> <p>CIRNAC reserves the right to contact the named client Project authorities to verify the information contained within the submitted Work engagements.</p> <p>In the event that any one (1) cited client contact provides a negative response in regard to the veracity and/or accuracy of the information contained within the Offeror's submitted Work engagement, CIRNAC reserves the right to deem the Offeror's Offer non-compliant, whereupon no further consideration will be given.</p> <p><b>Table M1 is provided to assist Offerors in presenting the required information.</b></p>		

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

- a) Work engagement experience by the bidding 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 proposed Joint Venture, provided that one (1) Work engagement is demonstrated to have been undertaken **by the lead firm** of the proposed 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 and to explain the relation of the entity/firm to the Offeror (as applicable).

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 M1 is to ascertain if the Offeror has previously entered into and completed similar/relevant Work. Work engagements completed by individual proposed Resources for entities other than the Offeror are considered elsewhere.

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

MANDATORY REQUIREMENTS	COMPLIANT (YES/NO)	Page #
<p><b>M2. Proposed Core Team of Resources</b></p> <p><b>2.1</b> The Offeror <b>MUST</b> propose a <b>Core Team</b> of Resources demonstrating the minimum qualifications as set out in the section 7.5.1 of the Statement of Work, and consisting of the following Resource levels:</p> <ul style="list-style-type: none"> <li>a) <b>Principal / Partner</b> – propose a <b>minimum of one (1)</b> and a maximum of two (2) Resources for evaluation;</li> <li>b) <b>Senior Consultant</b> – propose a <b>minimum of two (2)</b> and a maximum of four (4) Resources for evaluation;</li> <li>c) <b>Consultant</b> – propose a <b>minimum of two (2)</b> and a maximum of four (4) Resources for evaluation.</li> </ul> <p><b>2.2</b> The Offeror <b>MUST</b> use <b>Table M2a</b> to identify its proposed Core Team of Resources.</p> <p><b>2.3</b> Resources will be evaluated against the Minimum Qualifications for the Category in which they are proposed, as set out in the SOW section 7.5.1.</p> <p>CIRNAC will evaluate Resources per Resource Category in the order in which they appear in the Offeror’s Offer as set out in Table M2a. In the event the first named Resource for the Resource Category is not compliant with the requirements of the Resource Category in which they are proposed, CIRNAC will evaluate up to the maximum number of Resources per Category permitted to be proposed against this Mandatory Requirement M2, based on the next proposed Resource in the order in which they appear in Table M2a.</p> <p><i>In order to meet this Mandatory Requirement M2, the <u>minimum</u> number of Resources per Category specified in 2.1 above <b>MUST</b> demonstrate the qualifications for the Category in which they are proposed.</i></p> <p><b>Table M2b is also provided to assist Offerors in presenting the required information.</b></p> <p><i>Any Additional Core Resources will be assessed by CIRNAC in the event the Offeror is offered any resulting Standing Offer Agreement, and prior to any Call-up Award.</i></p>		

MANDATORY REQUIREMENTS	COMPLIANT (YES/NO)	Page #
<p><b>M3. Proposed Core Team Qualifications</b></p> <p><b>3.1</b> The minimum number of Resources in the Offeror's Core Team, meeting the requirements of M2 above, <b>MUST</b> also demonstrate the following requirements (a-d)</p> <p><b><i>Table M3 is provided to assist Offerors in presenting the required information.</i></b></p>		
<p>a) At least <b>one (1) Resource</b> on the Offeror's team to lead audits or reviews <b>MUST</b> possess and maintain valid one of the following designations:</p> <ul style="list-style-type: none"> <li>i. Certified Health and Safety Management System Auditor (CHSMSA);</li> <li>ii. Vérificateur environnemental agréé (VEA);</li> <li>iii. Compliance Environmental Auditor EP(CEA);</li> <li>iv. Environmental Management Systems Lead Auditor EP(EMSLA);</li> <li>v. Provisional Environmental Auditor; or</li> <li>vi. Certified Professional Auditor (CPA) designation; or equivalent recognized by the Canadian Auditing Association.</li> </ul> <p>The Offeror <b>MUST</b> provide proof of designation in the form of a copy of the designation, traceable certificate number, or demonstration of active and valid registration of the Resource.</p>		
<p>b) At least <b>one (1) Resource MUST</b> possess and maintain valid one (1) of the following health and safety professional designations (or international equivalent):</p> <ul style="list-style-type: none"> <li>i. Canadian Registered Safety Professional (CRSP);</li> <li>ii. Certified Safety Professional (CSP);</li> <li>iii. Chartered Member Institute of Occupational Safety and Health;</li> <li>iv. Certified Construction Safety Officer (CCSO);</li> <li>v. National Construction Safety Officer (NCSO);</li> <li>vi. Qualified Safety Representative (QSR);</li> <li>vii. Certified Industrial Hygienist (CIH); or</li> <li>viii. Registered Occupational Hygienist (ROH).</li> </ul> <p>The Offeror <b>MUST</b> provide proof of designation in the form of a copy of the designation, traceable certificate number, or demonstration of active and valid registration of the Resource.</p>		

MANDATORY REQUIREMENTS	COMPLIANT (YES/NO)	Page #
<p>c) Across the Offeror's Resources, at least <b>one (1) Resource MUST</b> possess:</p> <ul style="list-style-type: none"> <li>i. experience <b>leading</b> a team in the design, development and conduct of at least two (2) independent audits or independent review engagements in the discipline of environmental health and safety (EHS) or occupational health and safety (OHS); and</li> <li>ii. experience in providing policy advice or policy review for either an environmental health and safety policy or an occupational health and safety policy.</li> </ul> <p>i) and ii) may be demonstrated by the same or different Resources.</p>		
<p>d) Across the Offeror's Resources, at least two (2) Resources <b>MUST</b> possess:</p> <ul style="list-style-type: none"> <li>i. professional work experience related to a Contaminated Site Project; and</li> <li>ii. professional work experience working in the field in a Northern operational Project environment in either an environmental health and safety capacity OR an occupational health and safety capacity; and</li> <li>iii. professional work experience in the development and implementation of OR audit/review of, the following: <ul style="list-style-type: none"> <li>a. Two (2) Environmental Health and Safety Management Systems (EHSMS); OR</li> <li>b. One (1) Environmental Health and Safety Management System (EHSMS), one (1) Environmental Management System (EMS) and one (1) Health and Safety Management System (HSMS); OR</li> <li>c. Two (2) Environmental Management System (EMS) and two (2) Health and Safety Management System (HSMS).</li> </ul> </li> </ul> <p>The same individuals are not required to possess all of i)-iii).</p>		

## 4.2 POINT-RATED CRITERIA

- 4.2.1 Only those Offers meeting the above Mandatory Requirements (M1-M3) will be deemed compliant and will be evaluated by the CIRNAC Evaluation Committee on the basis of the Point-Rated Criteria (R1-R5).
- 4.2.2 Offerors MUST meet a minimum score of 65% overall on Point-Rated Criteria R1-R5 inclusive (excluding R6 Offer Quality) in order to move to the next stage of evaluation.
- 4.2.3 Offers meeting the minimum score of 65% on Point-Rated Criteria R1-R5 will be evaluated on Point-Rated Criterion R6 and the scores for all Point-Rated Criteria will be summed and weighted (as indicated below) to arrive at the Offeror's total Technical Offer Score.
- 4.2.4 The following table provides a summary of the Point-Rated Criteria, weights and minimum required score:

Point-Rated Evaluation Criteria	Maximum Value	Minimum Score Required
<b>R1. Core Team Experience</b>	<b>50</b>	<b>---</b>
<b>R2. Additional Designations of Core Team Members</b>	<b>5</b>	<b>---</b>
<b>R3. Optional Resource Categories</b>	<b>5</b>	<b>---</b>
<b>R4. Understanding and Approach</b>	<b>25</b>	<b>---</b>
<b>R5. Indigenous Opportunities Considerations</b>	<b>10</b>	<b>---</b>
<b>Minimum Required Score (R1-R5)</b>	<b>95</b>	<b>61.75 (65%)</b>
<b>R6. Proposal Quality</b>	<b>5</b>	<b>---</b>
<b>TOTAL TECHNICAL SCORE (R1-R6)</b>	<b>100</b>	<b>61.75</b>
<i>Pro-Rated Technical Score = (Offeror's Score out of 100 / 100) x 70</i>	<b>70</b>	<b>--</b>

Point-Rated Criteria	WEIGHT
<p><b>R1. Core Team Experience</b></p> <p>For the Core Team of Resources qualified in response to M2 and M3, the Offeror should provide substantiated evidence of the breadth and depth of experience of the Core Team members in the delivery of Services of relevant scope, context and team involvement to CIRNAC's requirements, as defined in 1.1-1.3 below.</p> <p>The experience of any Core Team member may be put forward in response to R1, however, only the experience of Resources that have met the minimum qualifications for the Category in which they are proposed will be eligible to receive points.</p> <p>The Offeror may reference any of the three (3) Offeror Work engagements provided in</p>	<p><b>50</b></p> <p><b>(weighted, as set out below)</b></p>

Point-Rated Criteria	WEIGHT
<p>compliance with M1 where it demonstrates the experience of a Core Team Resource, or may reference and provide alternate or additional Work engagements undertaken by members of the Offeror's Core Team, which it feels best addresses each Scope of Service area. Demonstrated evidence of the Core Team Resources' experience while working for the Offeror or for other organizations will be considered.</p> <p>NOTE: A simple reiteration of the RFSO requirement, without demonstration of substantiated evidence of the Offeror's Core Team's experience, will result in a score of zero (0).</p> <p>The Offeror's scores for each criterion will be summed to arrive at the Offeror's score out of 50 for R1.</p> <p><b>Table R1 is provided to assist Offerors in presenting the required information.</b></p>	
<p><b>1.1 Scope of Services</b></p> <p><b>Up to 20 points</b> for demonstrated experience of qualified members of the Core Team in delivering the following Scope of Service areas (a-d).</p> <p>Up to two (2) Work engagements may be submitted per Scope of Service area (see 1.1 a-d below). The same Work engagement may be used to demonstrate more than one (1) Scope of Service area.</p> <ul style="list-style-type: none"> <li>a) Providing applied expertise with ISO 14001 OR ISO 45001 OR ISO 18001;</li> <li>b) Planning and conduct of an on-site EHS audit OR planning and conduct of on-site EMS and HSMS audits (note one engagement each per EMS and HSMS audits will be considered two (2) Work Engagements for the purpose of this criterion);</li> <li>c) Planning and conduct of: a site safety analysis OR emergency response plan review/audit OR a site-wide hazard assessment;</li> <li>d) Developing and providing management implementation support to EHS and OHS requirements through any of: policy, or procedures, or training/learning materials.</li> </ul> <p><b>Up to 5 points</b> will be awarded per Scope of Service area (a-d), as follows:</p> <p><b>5 / 5 points</b> per area = Two (2) Work engagements clearly demonstrate experience in the full Scope of Service area. A breadth of experience is demonstrated in detail. Both Work engagements clearly demonstrate the experience of a Core Team member that meets the minimum qualifications for the Category in which they are proposed.</p> <p><b>4 / 5 points</b> per area = One (1) Work engagement clearly demonstrates experience in the full Scope of Service area. A breadth of experience is demonstrated in detail. One (1) Work Engagement clearly demonstrates the experience of a Core Team member that meets the minimum qualifications for the Category in which they are proposed.</p> <p><b>2.5 / 5 points</b> per area = Work engagement(s) demonstrate experience in the Scope of Service area in part. Experience is demonstrated but details may be lacking. The Work engagement(s) demonstrates the experience of a Core Team member that meets the minimum qualifications for the Category in which they are proposed.</p> <p><b>0 / 5 points</b> per area = Work engagement(s) do not clearly demonstrate experience in the Scope of Service area or do not demonstrate the experience of a Core Team member that meets the minimum qualifications for the Category in which they are proposed.</p>	<p style="text-align: center;"><b>17.5</b></p> <p><b>(20 points weighted to 17.5: (Score / 20) * 17.5)</b></p>

Point-Rated Criteria	WEIGHT
<p><b>1.2 Context of Services</b></p> <p><b>Up to 40 points</b> for demonstrated experience of qualified members of the Core Team in the following (a-f), based on up to 10 points per Scope of Service area.</p> <p>For each Scope of Service area as identified in R1 1.1 (a-d), based on the Work engagement(s) submitted in response to R1.1.1, up to 2 points will be awarded for demonstration of experience of the Core Team Resource(s) in each area (a-f) as set out below, to a maximum of 10 points per Scope of Service area.</p> <p>Where an Offeror has provided two (2) Work engagements in a Scope of Service area, demonstration of the areas (a-f) may be on either Work engagement.</p> <p>Although more than 10 points are identified under the areas (a-f), once an Offeror has achieved 10 points for a single Scope of Service area, no additional points will be awarded for that Scope of Service area.</p> <ul style="list-style-type: none"> <li>a) Experience in a public sector context (2 points per Scope of Service area);</li> <li>b) Experience working in the North in an operational Project environment (1 point per Scope of Service area); and applying Northern regulatory requirements to the work (1 additional point per Scope of Service area);</li> <li>c) Experience on a Contaminated Site Project (1 point per Scope of Service area); in both EHS and OHS (1 additional point per Scope of Service area);</li> <li>d) Experience in mine Environmental Health and Safety (1 point per Scope of Service area); in relation to an underground mine (1 additional point per Scope of Service area);</li> <li>e) Project for which services were delivered included active construction activity on site (1 point per Scope of Service area); including construction of engineered structures or heavy earthworks or handling hazardous/contaminated materials (1 additional point per Scope of Service area);</li> <li>f) Experience working with multiple project participants (e.g. multiple site 'Owner' organizations, Owner's engineer, site contractors, third-party sub-contractors, independent inspectors, etc.) (2 points per Scope of Service area).</li> </ul>	<p style="text-align: center;"><b>25</b></p> <p><b>(40 points weighted to 25:</b></p> <p><b>(Score / 40) * 25</b></p>
<p><b>1.3 Core Team Involvement</b></p> <p>For each Scope of Service area as identified in R1 1.1 (a-d), based on the Work engagement(s) submitted in response to R1.1.1, <b>up to 8 points</b> for demonstrated experience of members of the Core Team working together to deliver the Services under the Work engagements in the Scope of Service area. Where an Offeror has provided two (2) Work engagements in a Scope of Service area, the Work engagement with the larger level of qualified Core Team member involvement will be evaluated.</p> <p><b>Up to 2 points</b> will be awarded per Scope of Service area, as follows:</p> <p><b>2 / 2 points</b> per Scope of Service area = Work engagement(s) clearly demonstrate the experience of more than two (2) qualified Core Team members working together.</p> <p><b>1 / 2 points</b> per Scope of Service area = Work engagement(s) clearly demonstrate the experience of two (2) qualified Core Team members working together.</p> <p><b>0 / 2 points</b> per Scope of Service area = Work engagement(s) only demonstrate the experience of one (1) qualified Core Team member.</p>	<p style="text-align: center;"><b>7.5</b></p> <p><b>(8 points weighted to 7.5:</b></p> <p><b>(Score / 8) * 7.5</b></p>

Point-Rated Criteria	WEIGHT
<p><b>R2. Additional Designations of Core Team Members</b></p> <p><b>2.1</b> For the Core Team of Resources qualified in response to M2, the Offeror should demonstrate that Resources possess and maintain valid professional designations in addition to the minimum designations required in response to M3.</p> <p><b>Up to 5 points</b> will be awarded as follows:</p> <p><b>5 / 5 points</b> = Offeror demonstrates within its qualified Core Team members, two (2) additional valid designations:</p> <p><b>2.5 /5 points</b> = Offeror demonstrates within its qualified Core Team members, one (1) additional valid designation:</p> <p><b>0 / 5 points</b> = No additional valid designations demonstrated beyond those required in response to M3.</p> <p>In order to receive points:</p> <ul style="list-style-type: none"> <li>a) the Offeror <b>MUST</b> provide proof of designation in the form of a copy of the designation, traceable certificate number, or demonstration of active and valid registration of the Resource; AND</li> <li>b) the designation demonstrated <b>MUST</b> be one (1) of the following: <ul style="list-style-type: none"> <li>i. Certified Health and Safety Management System Auditor (CHSMSA);</li> <li>ii. Vérificateur environnemental agréé (VEA);</li> <li>iii. Compliance Environmental Auditor EP(CEA);</li> <li>iv. Environmental Management Systems Lead Auditor EP(EMSLA);</li> <li>v. Provisional Environmental Auditor; or</li> <li>vi. Certified Professional Auditor (CPA) designation; or equivalent recognized by the Canadian Auditing Association.</li> </ul> </li> </ul> <p><b>OR MUST</b> be one (1) of the following (or international equivalent):</p> <ul style="list-style-type: none"> <li>vii. Canadian Registered Safety Professional (CRSP);</li> <li>viii. Certified Safety Professional (CSP);</li> <li>ix. Chartered Member Institute of Occupational Safety and Health;</li> <li>x. Certified Construction Safety Officer (CCSO);</li> <li>xi. National Construction Safety Officer (NCSO);</li> <li>xii. Qualified Safety Representative (QSR);</li> <li>xiii. Certified Industrial Hygienist (CIH); or</li> <li>xiv. Registered Occupational Hygienist (ROH).</li> </ul>	<p><b>5</b></p>

Point-Rated Criteria	WEIGHT
<p><b>R3. Optional Categories</b></p> <p><b>3.1</b> The Offeror should demonstrate how it will provide the Services of qualified Resources in the Optional Categories, as set out in section 7.5.2 of the Statement of Work, if and as requested by CIRNAC:</p> <ul style="list-style-type: none"> <li>a) Certified Industrial Hygienist (CIH) / Registered Occupational Hygienist (ROH);</li> <li>b) Adult Learning Specialist/Trainer; and</li> <li>c) Mine Examiner / Mine Safety Auditor.</li> </ul> <p><b>Up to 9 points</b> will be awarded, based on up to 3 points per Category, as follows:</p> <p><b>3 / 3 points per Category</b> = Offeror demonstrates it currently employs or regularly contracts with at least one (1) experienced <u>named</u> Resource and demonstrates the Resource's specialization in the Category, as set out in section 7.5.2 of the Statement of Work.</p> <p><i>Note: For the CIH / ROH Category, in order to obtain full points, the Offeror <b>MUST</b> provide proof of designation in the form of a copy of the designation, traceable certificate number, or demonstration of active and valid registration of the Resource.</i></p> <p><b>2 / 3 points per Category</b> = Offeror demonstrates an established relationship and experience working with a firm or subcontractor (without identifying qualified named Resources) to provide qualified Resources in the Category.</p> <p><b>1 / 3 points per Category</b> = Offeror demonstrates an approach to securing Resources or subcontracted capacity in the Category that is generally demonstrated as having been provided for other clients, or clearly demonstrates that expertise will be provided when requested by CIRNAC.</p> <p><b>0 / 3 points per Category</b> = Offeror does not clearly demonstrate how Resources in the Category will be provided when requested by CIRNAC.</p>	<p style="text-align: center;"><b>5</b></p> <p><b>(9 points weighted to 5:</b></p> <p><b>(Score / 9) * 5</b></p>

Point-Rated Criteria	WEIGHT
<p><b>R4. Understanding and Approach</b></p> <p>The Offeror should demonstrate, through a written description, their applied understanding of and sound approach to addressing CIRNAC's requirements for the provision of the Services.</p> <p>Points will be awarded per factor (4.1, 4.2 and 4.3) as set out below.</p> <p>Each of factor 4.1, 4.2 and 4.3 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 R4.</p> <p>Offerors should address this criterion in a manner that clearly and concisely conveys the requested information and demonstrates the applied understanding and robust approach of the Offeror.</p>	<p style="text-align: center;"><b>25</b></p> <p><b>(20 points weighted to 25:</b></p> <p><b>(Score / 20) * 25</b></p>

Point-Rated Criteria	WEIGHT
<p><b>4.1 Management System Enhancement and Implementation</b></p> <p>The Offeror should provide a robust, clear and proven approach to the enhancement and implementation of an EHSMS, EMS or HSMS, that demonstrates an understanding of the requirements (i.e. the approach addresses the Services required and is supported by demonstrating how the Offeror's established methodologies have been previously used in support of other client requirements and how they will effectively support CIRNAC's requirements).</p> <p><b>Up to 10 points</b> will be awarded for factor 4.1, as follows:</p> <ul style="list-style-type: none"> <li>a) Offeror demonstrates suitability of the approach in the context of large-scale public sector program delivery (up to 2.5 points);</li> <li>b) Offeror demonstrates adaptability of the approach to Projects throughout various stages of their lifecycle (up to 2.5 points);</li> <li>c) Offeror demonstrates scalability/adaptability of the approach from a Site/Project context to a broader Regional or Portfolio-wide context (up to 2.5 points);</li> <li>d) Offeror demonstrates suitability of the approach to the context of a variety of Contaminated Sites, including mines, former military sites, waste sites (up to 2.5 points).</li> </ul> <p>For each of the above (a-d),</p> <p><b>2.5 / 2.5 points</b> = the response clearly demonstrates a sound approach and understanding, together with applied examples where the approach has been used. The Offeror demonstrates the ability of the approach to address potential issues or provide mitigation measures and demonstrates how the approach will be of benefit to CIRNAC or support continual improvement of CIRNAC's practices.</p> <p><b>2 / 2.5 points</b> = the response clearly demonstrates a sound approach and understanding, together with applied examples where the approach has been used.</p> <p><b>1 / 2.5 points</b> = the response demonstrates some approach and a general understanding.</p> <p><b>0 / 2.5 points</b> = the response does not demonstrate an approach or understanding, or no response is provided.</p>	<p><b>10</b></p>

Point-Rated Criteria	WEIGHT
<p><b>4.2 Project-level Environmental Health and Safety Audit Methodology</b></p> <p>The Offeror should provide a robust, clear and proven approach and methodology to the design, planning and conduct of an Environment, Health and Safety Audit of a Project that demonstrates an understanding of the requirements (i.e. the approach addresses the Services required and is supported by demonstrating how the Offeror's established methodologies have been previously used in support of other client requirements and how they will effectively support CIRNAC's requirements).</p> <p><b>Up to 7.5 points</b> will be awarded for factor 4.2, as follows:</p> <ul style="list-style-type: none"> <li>a) Offeror demonstrates suitability of its approach and methodology to address Environment, Health and Safety, in the context of a Project-level audit; including application of the principles of ISO 19011, ISO 14001, and ISO 45001 (or ISO 18001) as appropriate to each of the subject areas (up to 2.5 points);</li> <li>b) Offeror demonstrates scalability/adaptability of its methodology from a Project level to a broader Regional or Portfolio-wide level (up to 2.5 points);</li> <li>c) Offeror demonstrates how the methodology will effectively integrate an understanding of legislation, regulations and code/permit requirements in a Northern context (up to 2.5 points).</li> </ul> <p>For each of the above (a-c),</p> <p><b>2.5 / 2.5 points</b> = the response clearly demonstrates a sound approach and understanding, together with applied examples where the approach has been used. The Offeror demonstrates the ability of the approach to address potential issues or provide mitigation measures and demonstrates how the approach will be of benefit to CIRNAC or support continual improvement of CIRNAC's practices.</p> <p><b>2 / 2.5 points</b> = the response clearly demonstrates a sound approach and understanding, together with applied examples where the approach has been used.</p> <p><b>1 / 2.5 points</b> = the response demonstrates some approach and a general understanding.</p> <p><b>0 / 2.5 points</b> = the response does not demonstrate an approach or understanding, or no response is provided.</p>	<p style="text-align: center;"><b>10</b></p> <p><b>(7.5 points weighted to 10: (Score / 7.5) * 10)</b></p>

Point-Rated Criteria	WEIGHT
<p><b>4.3 Up to 5 points</b> for a demonstrated clear and proven approach to Call-up work planning, execution and administration, demonstrating:</p> <ul style="list-style-type: none"> <li>a) Preparation of clear and comprehensive Call-up Offers including how the Offeror works with the client to appropriately define scope, work activities and level of effort required;</li> <li>b) Appropriate work scheduling and maintenance of Call-up work and delivery schedules;</li> <li>c) Effective on-going communications with the client including check-ins, work status and deliverable reviews, and issues management to maintain delivery on-time, on-budget and in-scope;</li> <li>d) Quality assurance of deliverables and services rendered;</li> <li>e) Invoicing practices for deliverables and level-of-effort services including ensuring accuracy of items/hours billed, billing rates, and expenses.</li> </ul> <p><b>Up to 1 point</b> will be awarded for each of a-e, as follows:</p> <p><b>1 / 1 point</b> = requirement is addressed and approach is clearly described.</p> <p><b>0.5 / 1 point</b> = requirement is addressed in part.</p> <p><b>0 / 1 point</b> = requirement is not addressed or no response is provided.</p>	<p><b>5</b></p>

Point-Rated Criteria	WEIGHT
<p><b>R5. Indigenous Opportunity Considerations</b></p> <p>As set out in the Statement of Work (section 13.4), where a Call-up will involve Services delivered in or to a geographic location within a Comprehensive Land Claims Agreement (CLCA) area, where practicable, the Offeror should incorporate opportunities for Land Claims Beneficiaries or Participants (“Indigenous Opportunity Considerations” or IOCs) to support the delivery of the Services to CIRNAC. Potential IOC opportunities may be direct Service delivery or ancillary (indirect) to the Service delivery, and may include, but are not limited to: employment, subcontracting, supply, services, or training/capacity building, etc.</p> <p>To evaluate the Offeror’s understanding of this requirement and capability to incorporate potential IOCs within any Call-ups, the Offeror should describe:</p> <ul style="list-style-type: none"> <li>a) Potential opportunities directly related to the Services or that support the Offeror’s delivery of the Services, generally;</li> <li>b) How, when it is identified that a Call-up involves Services delivered in or to a geographic location within a specific CLCA area, the Offeror proposes to identify specific IOC opportunities that are relevant to the Call-up scope and the specific CLCA area;</li> <li>c) Any experience of the Offeror in working with communities or other organizations to implement similar opportunities or approaches, whether within or outside of CLCA areas, (this may also include experience working with CLCA businesses, or letters of reference from CLCA Beneficiaries/Participants) OR demonstration as to how the approach will be implemented to achieve measurable and meaningful outcomes.</li> </ul> <p><b>Up to 20 Points</b> will be awarded, as follows:</p> <p><b>20 / 20 points</b> = The Offer provides a detailed approach that clearly addresses each of (a-c), demonstrating a good understanding of the requirement and a clear approach to</p>	<p><b>10</b></p> <p><b>(20 points weighted to 10:</b></p> <p><b>(Score / 20) * 10</b></p>

Point-Rated Criteria	WEIGHT
<p>identifying relevant opportunities. The Offeror demonstrates some experience in implementing similar opportunities or approaches or the Offeror demonstrates how the approach will be implemented to achieve measurable and meaningful outcomes.</p> <p><b>15 / 20 points</b> = The Offer provides a general approach that addresses each of (a-c), demonstrating some understanding of the requirement and an approach to identifying relevant opportunities. The Offeror demonstrates some experience in implementing similar opportunities or approaches or the Offeror demonstrates how the approach will be implemented to achieve outcomes.</p> <p><b>10 / 20 points</b> = The Offer clearly addresses two (2) of (a-c), demonstrating an understanding of the requirement and a clear approach to identifying opportunities.</p> <p><b>5 / 20 points</b> = The Offer clearly addresses one (1) of (a-c). Information may be lacking in detail.</p> <p><b>0 / 20 points</b> = The Offer does not clearly address the requirement or no response is provided.</p>	

<b>TOTAL POSSIBLE SCORE (R1-R5)</b>	<b>95</b>
<b>Overall required Pass Mark (R1-R5) (65%) Offerors MUST achieve a minimum of 61.75 points overall of R1 – R5 in order to be evaluated further.</b>	<b>61.75</b>

Point-Rated Criteria	WEIGHT
<p><b>R6. Offer Quality</b></p> <p>The Offeror should demonstrate a quality Offer submission that is illustrative of the quality of deliverables it would provide to CIRNAC under any resulting SOA and Call-up(s).</p> <p><b>6.1 Up to ten (10) points</b> will be awarded for presenting Offers in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFSO as evidenced by the following:</p> <p>a) <b>Up to six (6) points</b> for writing the narrative portions of the Offer in a clear and concise manner that addresses the requirements while focusing Offer content to information requested. Narrative sections are sensible, well written without typographic or grammatical errors.</p> <p>Points will be awarded as follows:</p> <p><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 and is focused to the requirements and does not contain marketing material.</p> <p><b>4 / 6 points</b> = Offer content is mostly clear and well written. The Offer responds to the requirements and contains limited marketing material.</p> <p><b>2 / 6 points</b> = Offer content is not clearly written. Content is included that does not clearly address the requirements.</p> <p><b>0 / 6 points</b> = The Offer is not clear and is difficult to understand.</p> <p>b) <b>Up to two (2) points</b> for the layout, ordering and structuring of the Offer to match</p>	<p><b>5</b></p> <p><b>(10 points weighted to 5:</b></p> <p><b>(Score / 10) * 5</b></p>

Point-Rated Criteria	WEIGHT
<p>the order and sequence of the Mandatory Requirements and Rated Criteria within the RFSO.</p> <p>Offers structured to follow the order of the evaluation criteria will receive 2 points. 0.5 points will be deducted for each requirement or criterion that is presented out of numeric sequence, to a maximum of four (4) deductions.</p> <p>c) <b>Up to two (2) points</b> for using 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 clearly identified and easily found.</p> <p>Points will be awarded as follows:</p> <p><b>2 / 2 points</b> = The Offer uses templates and contains highlighting, summary tables or cross-references that minimizes duplication of content and facilitates review. References indicated in the Offer are correct.</p> <p><b>1 / 2 points</b> = The Offer uses templates and contains some highlighting, summary tables or cross-references. References indicated in the Offer include some errors.</p> <p><b>0 / 2 points</b> = The Offer does not use templates or does not include clear highlighting or cross-referencing and it is difficult to locate information that addresses the requirements.</p>	

Sub-Total R1-R6	/ 100
<p><b>Offeror's Weighted Technical Score (R1-R6)</b></p> <p>For Offers meeting the required passmark on R1-R5, the score for the Offer on each of R1 – R6 will be summed to arrive at a total out of 100 points, and the score for the Offer pro-rated to arrive at a Pro-rated Score on the Technical Offer out of 70, as follows:</p> <p>[(Score on R1 + Score on R2 + Score on R3 + Score on R4 + Score on R5 + Score on R6) / 100 points] X 70</p>	<p><b>70</b></p>

## 5.0 FINANCIAL EVALUATION

- 5.1 Offerors meeting ALL Mandatory Requirements and meeting the mandatory minimum score of 65% over Point-Rated criteria R1-R5 and evaluated on R6 will be evaluated on the basis of their Financial Offer.
- 5.2 The Financial Evaluation will be carried out by the Contracting Authority independent of the CIRNAC Evaluation Committee responsible for rating the Technical Offer. Financial Offers will be evaluated based on the methodology detailed below.
- 5.3 *All of the information required in this section **MUST** appear in the Offeror's Financial Offer ONLY. The Offeror's Financial Offer **MUST** be submitted in a separate, sealed envelope from the Offeror's Technical Offer. The Offeror's Financial Offer **MUST NOT** be included on the same electronic device (USB) as the Offeror's Technical Offer. The Offeror's failure to comply with this condition will result in the Offeror's Offer being declared non-compliant and being given no further consideration.*
- 5.4 Failure on the part of the Offeror to provide the information required within the Financial Offer Table(s) will result in CIRNAC deeming the Offeror's Offer to be non-compliant, with the Offer being given no further consideration by CIRNAC.
- 5.5 The Offeror **MUST** provide a fixed all-inclusive **hourly** rate (\$CAD) for each of the Core Resource Categories as set out in section 7.5.1 of the Statement of Work (rows 1-3 in the Financial Table below).
- 5.6 The Offeror **MUST** provide a ceiling all-inclusive **hourly** rate (\$CAD) for each of the Optional Resource Categories as set out in section 7.5.2 of the Statement of Work (rows 4-6 in the Financial Table below). The ceiling all-inclusive hourly rate **MUST** represent the maximum the Offeror would charge for the identified Resource Category. Prior to any Call-up, CIRNAC will identify the specific qualifications required for any Optional Resource (as set out in section 7.5.2 of the Statement of Work). The Offeror will then submit the fixed all-inclusive hourly rate (\$CAD) for that Optional Resource meeting the qualifications required by CIRNAC; which shall at no time exceed the ceiling all-inclusive hourly rate provided herein.
- 5.7 **The all-inclusive hourly rates 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 all-inclusive hourly rates are not to be quoted as a range.**
- 5.8 The Offeror's all-inclusive rates shall be exclusive of the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) and expenses. Any amounts for taxes will be added at time of any Call-up award.
- 5.9 Full points will be awarded to the Offeror with the lowest total estimated cost (for evaluation purposes) (using cell G in the Financial Table below). Fewer points will be awarded to all other Offerors based on the percentage differential of their lowest total estimated cost from that of the Offeror with the lowest total estimated cost, as follows:

$$\text{Offeror's Financial Score} = \frac{\text{Lowest total estimated cost}}{\text{Offeror's total estimated cost}} \times 30 \text{ points}$$

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

**Financial Table**

Offerors MUST provide a fixed all-inclusive hourly rate for each of the Core Resource Categories (rows 1-3).  
 Offerors MUST also provide a ceiling all-inclusive hourly rate for the Optional Resource Categories (rows 4-6).  
 All Categories will be included in the calculation of the Offeror's Average per Hour Rates. No additional Resource per hour rates may be charged under any Call-ups.

Environment Health and Safety Management Support Services	FIXED PER HOUR RATES (CAN\$) SOA AWARD to end of Year 1 (A)	FIXED PER HOUR RATES (CAN\$) Year 2 (B)	FIXED PER HOUR RATES (CAN\$) Year 3 (C)	FIXED PER HOUR RATES (CAN\$) Option Year 1 (D)	FIXED PER HOUR RATES (CAN\$) Option Year 2 (E)	AVERAGE PER HOUR RATES (F) = [(A+B+C+D+E)/5]	WEIGHT FACTOR (G)	WEIGHTED AVERAGE PER HOUR RATES (H) = [F x G]
CORE RESOURCE CATEGORIES								
1. Principal / Partner	\$	\$	\$	\$	\$	\$	20	\$
2. Senior Consultant	\$	\$	\$	\$	\$	\$	30	\$
3. Consultant	\$	\$	\$	\$	\$	\$	25	\$
OPTIONAL RESOURCE CATEGORIES	CEILING PER HOUR RATES (CAN\$) SOA AWARD to end of Year 1 (A)	CEILING PER HOUR RATES (CAN\$) Year 2 (B)	CEILING PER HOUR RATES (CAN\$) Year 3 (C)	CEILING PER HOUR RATES (CAN\$) Year 3 (D)	CEILING PER HOUR RATES (CAN\$) Year 3 (E)	AVERAGE PER HOUR RATES (F) = [(A+B+C+D+E)/5]	WEIGHT FACTOR (G)	WEIGHTED AVERAGE PER HOUR RATES (H) = [F x G]
4. Registered Industrial Hygienist / Certified Occupational Hygienist	\$	\$	\$	\$	\$	\$	8	\$
5. Adult Learning Specialist / Trainer	\$	\$	\$	\$	\$	\$	8	\$
6. Mine Examiner / Mine Safety Auditor	\$	\$	\$	\$	\$	\$	9	\$
<b>SUM WEIGHTED AVERAGE PER HOUR RATE (I) = (Sum of Column H)</b>								\$ _____

**6.0 BASIS OF SELECTION**

- 6.1 Only compliant Offers will be considered.
- 6.2 Offers that have met all Mandatory Requirements and meeting the minimum pass mark on the Point-Rated Criteria will be evaluated on the basis of their Financial Offer. All Offers will be rated on technical acceptability before the price is considered.
- 6.3 Standing Offer Agreements will be awarded based on a determination of **Best Value** considering both the technical merit of the Offers and the Financial Evaluation. To arrive at an overall score achieved by an Offeror, 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 Weighted Technical Score (out of 70 points) + Offeror's Financial Score (out of 30 points) = Offeror's Total Score (out of 100 points).

- 6.4 **As a result of this solicitation CIRNAC intends to award up to two (2) Standing Offer Agreements.**
- 6.4.1 Awards will be made to the Offeror(s) representing Best Value, as determined in accordance with the Selection and Evaluation Criteria of this RFSO. **Best Value will be defined as the highest Total Score** (i.e. the highest ranked Offer meeting the minimum required passmark would be considered to represent Best Value).
- 6.5 In the event that more than one (1) Offer receives the same Total Score, of those Offers, the Offer with the higher Weighted Technical Score will be considered to represent Best Value.
- 6.6 CIRNAC reserves the right to refuse any and all Offers received in response to this RFSO, without incurring any obligation to any Offeror having responded. CIRNAC reserves the right to award an SOA to the compliant Offeror(s) that best meet CIRNAC's requirements, as described herein, without incurring any obligation to any other Offerors having responded to this RFSO.

### Submission Forms

The following templates are provided to assist Offerors in formulating and submitting their Offers. **Offerors MUST use Table M2a.** Offerors should use these other forms in the preparation and submission of their Offer. Offerors may also reference within these forms additional content provided within their Offer to address the requirements.

Offerors are encouraged to add lines as necessary to ensure the information provided is as complete as possible. In unshaded rows/columns where Offeror input is requested, **Offerors may provide some substantiating information or provide a cross-reference to another section of the Offer** where details on the subject may be found.

Offerors may add additional space to the templates to provide full demonstration, as needed.

### Table ToC – Proposal Table of Contents

The following table is provided to assist Offerors in identifying for each Mandatory and Rated Criterion, where demonstration is located within their Offer.

Evaluation Criterion	Section(s) in Offer where information is located [identify section(s) and page number(s)]
<b>M1. Offeror Work Engagements</b>	
<b>M2. Proposed Core Team of Resources</b>	
<b>M3. Proposed Core Team Qualifications</b>	
<b>R1. Core Team Experience</b>	
<b>R2. Additional Designations of Core Team Members</b>	
<b>R3. Optional Resource Categories</b>	
<b>R4. Understanding and Approach</b>	
<b>R5. Indigenous Opportunities Considerations</b>	

**Table M1 – Offeror Work Engagements - Mandatory Requirements**

Offeror Work Engagements			
Work engagement#		Work engagement Title	
<b>M1.4 Name of Offeror Entity in contract with client that was responsible for delivery of services</b>			
<i>Describe the relationship of the firm/entity named to the Offeror (as applicable):</i>			
<b>Start date of service delivery</b>		<b>Completion date of service delivery</b>	
<b>M1.5 Client Contact Name</b>		<b>Client Address</b>	
<b>Client Contact Title</b>		<b>Client Contact email or telephone number</b>	
<b>M1.1 Describe nature of Work Engagement:</b>			
<i>Describe the scope of Offerors' Services provided, deliverables to client, and relation to:</i>			
a) EMS, EHSMS, HSMS design/development or review/adjustment;			
b) planning and conduct of audit of an EMS, EHSMS or HSMS, or			
c) other service relevant to the requirements as set out in sections 5.2 or 5.3 of the Statement of Work.			
<b>Note Offerors are required to provide one Work Engagement for each of a) through c).</b>			
<b>M1.3 Proposed Resource actively involved?</b>			
<i>Identify proposed Resource's name, category and describe the active involvement of the Resource on the Work engagement.</i>			
<b>Note For each Work Engagement, Offerors are required to demonstrate one (1) Resource who was actively involved and meets the qualifications for the Category in which they are proposed.</b>			
<b>M1.2 Contaminated Site Project?</b>			
<i>Describe the nature of the client's Project site(s) and environment.</i>			
<b>Note Offerors are required to provide one Work Engagement that demonstrates the Offeror's delivery of Services for a Contaminated Site Project.</b>			

**Table M2a – Proposed Core Team of Resources**

Proposed Core Team of Resources		
<p><b>Core Team Resources</b>  <i>Only Resources identified in this Core Team section of Table M2a will be considered towards the Offeror's demonstration of Mandatory Requirement M2, and if found to demonstrate the Mandatory Requirements will be considered towards the Offeror's demonstration of R1 and R2.</i></p>	<p><b>Resource Name</b></p>	<p><b>Details</b> (cross-reference to Substantiating resource information) demonstrating the Resource meets the requirements of the SOW 7.5.1 and response to Rated Criteria</p>
<i>A. Principal / Partner #1</i>		
<i>A. Principal / Partner #2</i>		
<i>B. Senior Consultant #1</i>		
<i>B. Senior Consultant #2</i>		
<i>B. Senior Consultant #3</i>		
<i>B. Senior Consultant #4</i>		
<i>C. Consultant #1</i>		
<i>C. Consultant #2</i>		
<p><b>Optional Resources (Rated)</b>  <i>For Offerors found to meet all Mandatory Requirements, only Resources identified in this Optional Resources (Rated) section of Table M2a will be considered towards the Offeror's demonstration of Rated Criterion R3.</i></p>	<p><b>Resource Name</b></p>	<p><b>Details</b> (cross-reference to Substantiating resource information) demonstrating the Resource meets the requirements of the SOW 7.5.2 and response to Rated Criteria</p>
<i>Certified Industrial Hygienist / Registered Occupational Hygienist</i>		
<i>Adult Learning Specialist / Trainer</i>		
<i>Mine Examiner / Mine Safety Auditor</i>		

**Table M2b – Proposed Core Team of Resources – Resource Template - Mandatory Requirements**

Core Resource	
<b>M2.1 Core Team Category</b> <i>Identify Principal / Partner or Senior Consultant or Consultant</i>	
<b>Resource Name</b>	
<b>M2.3 Degree obtained</b> <i>(identify nature, major/concentration, conferring institution and date conferred). Describe relevance to the Services and Category. Refer to SOW 7.5.1 A, B, or C as applicable to the Category.</i>	
<b>M2.3 Years' demonstrated work experience in the provision of Environment, Health and Safety Management Support Services</b>  <i>(Identify number of years and provide reference to where specifically in the Offer information is located demonstrating the years claimed. Note demonstration provided must demonstrate the Resource's role and contributions, showing the relevance of the experience to the SOW Services (section 5.0). Refer to SOW 7.5.1 A, B, or C as applicable to the Category.</i>	

**Table M3 – Proposed Core Team Qualifications – Mandatory Requirements**

<b>Proposed Core Team Qualifications - Mandatory Requirements</b>	
<p><b>M3.1 a) Audit Designations:</b></p> <p><i>Identify which proposed Core Team Resource(s) hold valid professional designations in the Audit field.</i></p> <p><i>Identify for each Resource, the designation title, provide registration/certification No., date received, and validity period (if applicable).</i></p> <p><i>Refer to SOW 7.5.1 D. (d.1)</i>  <i>If the designation is not one of those listed in 7.5.1 D (d.1) of the Statement of Work but an equivalency is claimed, describe how the designation is comparable to the identified designations and reference any international or national recognition bodies.</i></p> <p><i>Identify where in the Offer proof of designation in the form of a copy of the designation, traceable certificate number, or demonstration of active and valid registration of the Resource is provided.</i></p> <p><b>One (1) of the Resources proposed to lead audits and reviews must meet this requirement.</b></p>	
<p><b>M3.1 b) Health and Safety Professional Designations:</b></p> <p><i>Identify which proposed Core Team Resource(s) hold valid professional designations in Health and Safety.</i></p> <p><i>Identify for each Resource, the designation title, provide registration/certification No. date received, and validity period (if applicable).</i></p> <p><i>Refer to SOW 7.5.1 D. (d.2)</i>  <i>If the designation is not one of those listed in 7.5.1 D (d.2) of the Statement of Work but an equivalency is claimed, describe how the designation is comparable to the identified designations and reference any international or national recognition bodies.</i></p> <p><i>Identify where in the Offer proof of designation in the form of a copy of the designation, traceable certificate number, or demonstration of active and valid registration of the Resource is provided.</i></p> <p><b>One (1) of the Resources proposed must meet this requirement.</b></p>	
<p><b>M3.1 c) i) Experience leading independent EHS/OHS audit/reviews:</b></p> <p><i>Identify which proposed Core Team Resource(s) possess experience <b>leading</b> a team in the design, development and conduct of at least two (2) independent audits or independent review engagements in the discipline of</i></p>	

Proposed Core Team Qualifications - Mandatory Requirements	
<p><i>environmental health and safety (EHS) or occupational health and safety (OHS).</i></p> <p><i>For each audit/review, describe the discipline of the audit/review and how the Resource led the engagement.</i></p> <p><i>Identify where further demonstrating information is provided in the Offer.</i></p> <p><b>One (1) of the Resources proposed must meet this requirement.</b></p>	
<p><b>M3.1 c) ii) Experience in EHS or OHS policy advice or policy review:</b></p> <p><i>Identify which proposed Core Team Resource(s) possess experience providing policy advice or policy review for either an environmental health and safety policy or an occupational health and safety policy.</i></p> <p><i>For each engagement, describe the nature of the policy and advice or review provided by the Resource.</i></p> <p><i>Identify where further demonstrating information is provided in the Offer.</i></p> <p><b>One (1) of the Resources proposed must meet this requirement.</b></p>	
<p><b>M3.1 d) i) Experience related to a Contaminated Site Project:</b></p> <p><i>Identify which proposed Core Team Resource(s) possess professional work experience related to a Contaminated Site Project.</i></p> <p><i>Describe the nature of the Contaminated Site and Resource(s)' contribution to the Project.</i></p> <p><i>Identify where further demonstrating information is provided in the Offer.</i></p> <p><b>Two (2) of the Resources proposed must meet this requirement.</b></p>	
<p><b>M3.1 d) ii) Experience in EHS or OHS in the field in a Northern operational Project:</b></p> <p><i>Identify which proposed Core Team Resource(s) possess professional work experience working in the field in a Northern operational Project environment in either an environmental health and safety capacity OR an occupational health and safety capacity.</i></p> <p><i>Clearly identify the Northern environment (North of 60°).</i></p> <p><i>Describe the nature of the operational Project environment and how the Resource(s) worked in the field.</i></p> <p><i>Describe the nature of the EHS or OHS work of the Resource(s).</i></p>	

Proposed Core Team Qualifications - Mandatory Requirements	
<p><i>Identify where further demonstrating information is provided in the Offer.</i></p> <p><b>Two (2) of the Resources proposed must meet this requirement.</b></p>	
<p><b>M3.1 d) iii) Experience in Management Systems:</b></p> <p><i>Identify which proposed Core Team Resource(s) possess professional work experience in the development and implementation of OR audit/review of, the following:</i></p> <p><i>a. Two (2) Environmental Health and Safety Management Systems (EHSMS); OR</i></p> <p><i>b. One (1) Environmental Health and Safety Management System (EHSMS), one (1) Environmental Management System (EMS) and one (1) Health and Safety Management System (HSMS); OR</i></p> <p><i>c. Two (2) Environmental Management System (EMS) and two (2) Health and Safety Management System (HSMS).</i></p> <p><i>Clearly identify and describe the nature of the Management Systems that were the subject of the Resource's experience.</i></p> <p><i>Describe the nature of the work of the Resource(s).</i></p> <p><i>Identify where further demonstrating information is provided in the Offer.</i></p> <p><b>Two (2) of the Resources proposed must meet this requirement.</b></p>	

**Table R1 – Core Team Experience Work Engagement Template – Rated Criteria**

<b>Core Team Experience Work Engagements – Rated Criteria</b>			
<b>Work engagement#</b>		<b>Work engagement Title</b>	
<b>Resources Involved</b> <i>Identify proposed Resources involved in the Work engagement.</i>			
<b>Start date of service delivery</b>		<b>Completion date of service delivery</b>	
<b>Employer or Client Contact Name</b> <i>(to whom Services were delivered)</i>		<b>Client Address</b> <i>(to whom Services were delivered)</i>	
<b>Employer/Client Contact Title</b> <i>(to whom Services were delivered)</i>		<b>Client Contact email or telephone number</b> <i>(to whom Services were delivered)</i>	
<b>R 1.1 Describe nature of work experience of the Resource:</b>  <i>Describe the scope of services delivered, highlighting the relevance of each Work Engagement to the SOW Services (section 5.0) and focusing on experience in the following:</i> <ul style="list-style-type: none"> <li>a) Providing applied expertise with ISO 14001 OR ISO 45001 OR ISO 18001;</li> <li>b) Planning and conduct of an on-site EHS audit OR planning and conduct of on-site EMS and HSMS audits (note one engagement each per EMS and HSMS audits will be considered two (2) Work Engagements for the purpose of this criterion);</li> <li>c) Planning and conduct of: a site safety analysis OR emergency response plan review/audit OR site-wide hazard assessment;</li> <li>d) Developing and providing management implementation support to EHS and Occupational Health and Safety (OHS) requirements through any of: policy, or procedures, or training/learning materials.</li> </ul> <b>Note Offerors should provide up to two (2) Work Engagement for each of a) through d).</b>			
<b>R1.2 a) Public sector context?</b>  <i>Describe how the Resource(s)' work was impacted by or involved interaction with public sector organizations or public sector legislative/regulatory/policy requirements.</i>			
<b>R1.2 b) Northern context?</b>  <i>Provide the geographic location of the Project environment and identify whether it is located in the North (North of 60° as defined in the Statement of Work).</i>			

Core Team Experience Work Engagements – Rated Criteria		
Work engagement#		Work engagement Title
		<p><i>Describe how the Resource(s) deployed worked in the North in an operational Project environment.</i></p> <p><i>Describe how the Resource(s)' work involved applying Northern regulatory requirements.</i></p>
		<p><b>R1.2 c) Contaminated Site Project?</b></p> <p><i>Describe the nature of the Project site(s) and environment and the Resource(s) experience relative to that environment (refer to the definition of Contaminated Site in the Statement of Work).</i></p> <p><i>Describe how the Resource(s)' work applied to EHS and OHS in relation to the Contaminated Site Project.</i></p>
		<p><b>R1.2 d) Mine context?</b></p> <p><i>Describe the nature of the Project site and how the Resource(s)' work applied to mine Environmental Health and Safety.</i></p> <p><i>Indicate whether the mine was an underground mine and describe how the Resource's work applied to Environmental Health and Safety relative to the underground mine environment.</i></p>
		<p><b>R1.2 e) Active Construction context?</b></p> <p><i>Describe the site activity during the Resource(s)' engagement in the work and how the Resource(s)' work applied to active site construction activity.</i></p> <p><i>Describe any construction of engineered structures, heavy earthworks, or handling of hazardous/contaminated materials occurring on site and how the Resource(s)' work applied to those activities.</i></p>
		<p><b>R1.2 f) Multiple Project participants?</b></p> <p><i>Describe each of the project participants (e.g. Owner organizations, Owner's engineer, site contractors, third-party sub-contractors, independent inspectors, etc.) active on the site and how the Resource(s)' work involved interaction with or impacted the work of each party.</i></p>
		<p><b>R1.3 Involvement of Core Team Resources – Resource # 1</b></p> <p><i>Identify the proposed Core Team Resource, the Category in which they are proposed and describe role, services, deliverables/responsibilities of this Resource on the Work engagement.</i></p> <p><i>Clearly distinguish the role of the Resource from any other Resources involved.</i></p> <p><i>Proponents should add additional rows as needed for each proposed Core Team Resource involved.</i></p>

Core Team Experience Work Engagements – Rated Criteria		
Work engagement#		Work engagement Title
<p><b>R1.3 Involvement of Core Team Resources – Resource # ____</b></p> <p><i>Identify the proposed Core Team Resource, the Category in which they are proposed and describe role, services, deliverables/responsibilities of this Resource on the Work engagement.</i></p> <p><i>Clearly distinguish the role of the Resource from any other Resources involved.</i></p> <p><i>Proponents should add additional rows as needed for each proposed Core Team Resource involved.</i></p>		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5.2.3.1 Status and Availability of Resources**

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

*SACC Manual* Clause [M3020C](#) (2016-01-28), Status of Availability of Resources - Standing Offer

**5.2.3.2 Education and Experience**

*SACC Manual* Clause [M3021T](#) (2016-01-28), Education and Experience

**5.2.3.3 Security Agreement attached as Annex D.**

**5.2.3.4 Certificate of Independent Bid Determination attached hereto as Annex E.**

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

### **6.2 Financial Capability - REMOVED**

### **6.3 Insurance Requirements - REMOVED**

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

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

### **SECURITY CLAUSES: 1000217932**

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Reliability Status** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Protected B**.
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission from the security in contracting team of ISC. After permission has been granted, these tasks may be performed up to the level of **Protected B**.
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
8. Any substitute or alternate resource proposed for this contract:
  - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
  - b) must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.

9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
10. This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.
11. The Contractor must comply with the provisions of the:
  - a) Security Requirements Agreement, attached as Annex "C"; and
  - b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

## 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 proposed 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 [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

## 7.3 Standard Clauses and Conditions

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

### 7.3.1 General Conditions

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

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from contract award to March 31, 2024.

### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year period under the same conditions and at the rates or prices specified in

the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **7.4.3 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: Alma Moyeda  
Title: Senior Procurement and Contracting Officer  
Department: Crown-Indigenous Relations and Northern Affairs Canada  
Directorate: Materiel and Assets Management  
Address: 10 Wellington Street, 13<sup>th</sup> Floor, Gatineau, Quebec K1A 0H4

Telephone: 819-271-6488  
E-mail address: [alma.moyeda@canada.ca](mailto:alma.moyeda@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 (TBD at SOA award)**

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

#### **7.5.3 Offeror's Representative (TBD at SOA award)**

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

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be

reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 7.7 Identified Users

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

## 7.8 Number of Standing Offers

CIRNAC seeks to award two (2) Standing Offer Agreements (SOAs) to qualified Firms.

## 7.9 Call-up Allocation

7.9.1 Call-ups against the Standing Offer will be issued by the Standing Offer Authority or the Project Authority (as applicable) on a proportional basis such that the highest-ranked Offeror receives the largest predetermined portion of the work and the second highest-ranked Offeror receives the second largest predetermined portion of the work.

7.9.2 Where up to two (2) Standing Offers are awarded, the Call-up assignment will be as follows:

Highest Ranked Offeror: \$600,000 (60%)

Second Highest Ranked Offeror: \$400,000 (40%)

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

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

7.9.5 CIRNAC will select the Offeror 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.

## 7.10 Call-up Procedures

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

7.10.2 The Project Authority will provide the Offeror with details of the Work activities to be performed within the scope of this SOA including the Project/site(s) for which Services are required (as applicable) and identification of any applicable CLCA(s), and a description of the Deliverables/reports to be submitted. CIRNAC may, in its exclusive discretion, require the Offeror to provide the services of one (1), some or all of the Resources named in its SOA Proposal (as accepted by CIRNAC), or may request the Offeror to propose which of the Resources will deliver the Work requested, or may request the Offeror to propose additional Core or Optional Resources who may be qualified by CIRNAC to provide services under the Call-up.

7.10.3 The Project Authority will determine whether one (1) or more of a firm price, ceiling price, or limitation of expenditure will apply to the Call-up and will require the Offeror to accordingly submit one (1) or more of a firm price, ceiling price, or limitation of expenditure.

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

**Ceiling price definition:** The maximum amount of monies that may be paid to a 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.

**Limitation of expenditure definition:** The maximum amount of monies that may be paid to a 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.

- 7.10.4 The Project Authority will determine whether the basis of payment under any Call-up will allow for reimbursement (at cost, without mark-up) of any additional expenses that are required for but incidental to the Services to be delivered (e.g. leasing of specialized equipment to conduct specialized site condition inspections, etc.).
- 7.10.5 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, an estimate of any additional expenses (if required and authorized by NCSB pursuant to section 7.10.4 above), a schedule indicating completion dates for major Work activities and submission dates for Deliverables/reports with supporting details to the Project Authority, and as requested by CIRNAC the name(s) and curriculum vitae (CVs) of any additional Core or Optional resources proposed to conduct the Work and, for Work to be conducted in or delivered to a CLCA area, the Indigenous Opportunity Considerations the Offeror shall implement in the course of the Call-up Work. The proposal must be submitted to the Project Authority within five (5) business days of receiving the request, unless otherwise specified in writing by the requesting Authority.
- 7.10.6 The firm price, ceiling price and/or limitation of expenditure will be established by using the applicable **hourly** rates as shows in the Basis of Payment, Annex "B". Amounts for any expenses will be added to the Call-up by CIRNAC.
- 7.10.7 Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.10.5 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Call-up Request. In such event, Canada reserves the right to procure the specified services by other methods.
- 7.10.8 Upon agreement of the firm price, ceiling price and/or limitation of expenditure and any additional expenses for the Services, the Offeror will be authorized by the Project Authority to proceed with the Work through the issuance of a duly completed and signed Call-up.
- 7.10.9 The Offeror shall not commence Work until the Call-up has been signed by the Project Authority. The Offeror acknowledges that any and all Work performed in the absence of an authorized Call-up will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

#### **7.11 Call-up Instrument**

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

#### **7.12 Limitation of Call-ups - removed**

#### **7.13 Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_TBD at SOA award\_\_ (*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 three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### **7.14 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005 \(2017-06-21\)](#) General Conditions - Standing Offers - Services
- d) the supplemental general conditions [4007 \(2010-08-16\)](#): Canada to Own Intellectual Property Rights in Foreground Information
- e) the general conditions [2010B \(2020-05-28\)](#) General Conditions - Professional Services (Medium Complexity)
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) the Offeror's offer dated  (TBD) \_\_\_\_\_

#### **7.15 Certifications and Additional Information**

##### **7.15.1 Compliance**

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

##### **7.15.2 Federal Contractors Program for Employment Equity - Setting aside - removed**

##### **7.16 SACC Manual Clauses**

**M3020C** (2016-01-28) Status of Availability of Resources - Standing Offer

**A7017C** (2008-15-12) Replacement of Specific Individuals

##### **7.17 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 **TBD at SOA award**.

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

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

#### **7.2.1 General Conditions**

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

#### **7.2.2 Supplemental General Conditions**

[4007 \(2010-08-16\)](#), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

#### **7.2.3 SACC Manual Clauses - removed**

### **7.3 Term of Contract**

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

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

#### **7.3.2 Delivery Date**

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

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

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

### **7.5 Payment**

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

The following Basis of Payment will form part of the resulting Call-up.

#### **7.5.2 Limitation of Expenditure - Professional Fees**

For the work described in the Statement of Work in Annex A, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (**TBD at SOA award**)  
Applicable taxes are extra.

### 7.5.3 Limitation of Expenditure - Travel and Living Expenses

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

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

All payments are subject to government audit.

Estimated Cost: \$ \_\_\_\_\_ (TBD at SOA award).

### 7.5.4 Travel Time

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

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

Where the time traveled is more or less than a day, per diem rates will be converted to hourly rates based on a 8.0 day when calculating reimbursement costs.

### 7.5.5 Limitation of Expenditure - Other Direct Expenses

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

Estimated Cost \$ \_\_\_\_\_ (TBD at SOA award). Applicable taxes included.

### 7.5.6 Canada's Total Liability - Professional Fees, Travel and Living Expenses and Direct Expenses

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (TBD at SOA award). Applicable taxes are extra on professional fees only.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or

- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,  
whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **7.5.7 Method of Payment - Monthly Payment**

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

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

#### **7.5.8 Electronic Payment of Invoices**

Method of invoice payment by Crown-Indigenous Related and Northern Affairs Canada is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Electronic Payment Request Form ([https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545\\_1362495227097\\_eng.pdf](https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545_1362495227097_eng.pdf)) and submit the form to the address provided.

#### **7.5.9 T1204 - Direct Request by Department**

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

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

#### **7.6 Invoicing Instructions**

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

Each invoice must be supported by:

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

2. Invoices must be distributed as follows:

The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.

**7.7 Insurance**

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

**7.8 SACC Manual Clauses - REMOVED**

**7.9 Federal Contractors Program for Employment Equity - Default by the Contractor - REMOVED**

**7.10 Dispute Resolution**

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

## ANNEX "A" STATEMENT OF WORK

### SW1.0 TITLE

Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC), Northern Contaminated Sites Branch, Environment, Health & Safety Management Support Services – Standing Offer Agreement.

### SW2.0 BACKGROUND

- 2.1 Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) – formerly known as the Department of Indian Affairs and Northern Development (DIAND) - supports Northern Canadians in their efforts to improve social and economic well-being, to develop healthier, more sustainable communities and to participate more fully in Canada's political, social and economic development. The Department's responsibility for many of the Government of Canada's (GC) roles in the North, as mandated by the *DIAND Act*, is met primarily through the programs and services of the Northern Affairs Organization (NAO), which supports these goals.
- 2.2 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. A Contaminated Site is defined as: a site at which substances occur at concentrations (1) above background levels and pose (or are likely to pose) an immediate or long-term risk to human health or the environment, or (2) exceeding levels specified in relevant policies or regulations. Under Treasury Board's Policy on Management of Real Property, all federal government departments are charged with environmental stewardship that contribute to the preservation and protection of the environment; however, CIRNAC faces some unique challenges in the discharge of this duty.
- 2.3 Unlike other Contaminated Sites, those in the North have occurred largely as a result of the abandonment of the contaminated properties by their previous occupants. The contamination of these properties is the result of both private sector mining and oil and gas activities and government military activity that occurred over a half a century ago, when environmental impacts were not fully understood. In recent decades, the number of sites, their scale, and the pressures for the Department to take action has increased, due to a large number of mine and resource industry closures and abandonment. The environment in the North also presents multiple challenges to the assessment, monitoring, and remediation of these sites. These include but are not limited to: the uniqueness of the climate, ecology, and land composition; their remote location, and the relatively short window open for work to be conducted. Canada's North is also home to a diverse group of peoples. Northern communities, often reliant on traditional food sources, have been identified as being particularly vulnerable to the potential negative impact of Contaminated Sites, on their health and safety, and the environment in which they live. The Department further recognizes the need to include Northern communities and businesses in the assessment, monitoring and remediation of Contaminated Sites.
- 2.4 The Northern Contaminated Sites Branch (NCSB – formerly the Northern Contaminated Sites Program) within CIRNAC's NAO is responsible for a Portfolio of abandoned mine, oil and gas industry, former military 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.

- 2.5 NCSB manages its Portfolio of sites at a program level, to ensure consistency in the management of its Portfolio, at a Regional level, to ensure coordinated approaches appropriate to the context in each of the territories, 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 Projects can be found online at: <http://www.aadnc-aandc.gc.ca/eng/1100100035301/1100100035302>.
- 2.6 To support this work, NCSB has an established and integrated Environment, Health and Safety Management System (EHSMS), built in part upon International Standards Organization (ISO) standards for Environmental Management Systems (EMS) (ISO 14001), Occupational Health and Safety (OHS) management (ISO 45001 and its precursor ISO 18001), and ensuring appropriate review, monitoring and audit of these management systems (ISO 19011). The EHSMS identifies and assesses environmental aspects and Occupational Health and Safety (OHS) hazards associated with the work on Contaminated Sites, and ensures that all program activities are carried out in a manner that will not adversely impact the environment, health and/or safety.
- 2.7 NCSB's EHSMS operates at the Portfolio level and is further customized to each Region and the Contaminated Sites for which each is responsible (in a Regional EHSMS). Contaminated Site and Project specific requirements are addressed through Standard Operating Procedures (SOPs), which flow into site and Project-specific assessments and analysis, work plans, inspection protocols and audit activities; to ensure overall alignment of all Contaminated Site assessment, remediation, risk management and monitoring activities with the requirements of sound environmental health and safety management. Finally, for NCSB's Major Projects (such as but not limited to: the Faro Mine and Giant Mine Remediation Projects), in consideration of the magnitude and complexity of the sites and associated activities, each of these Major Projects has their own Project-level EHSMS (Note that the EHSMS for Faro is under development) that aligns with the broader Regional and Portfolio-level systems.

### **SW3.0 OBJECTIVE**

- 3.1 To support the work of the Branch within Headquarters and the Regions, NCSB requires access to a qualified professional firm ("Offeror") providing experienced Resources with expertise in Environment, Health and Safety Management, to support NCSB in assessing and reducing the environmental, financial, and human health liability within and across the Portfolio.
- 3.2 Through this competitive procurement process, CIRNAC seeks to award up to two (2) Standing Offer Agreements (SOA) to qualified Offerors, to support the Branch's design, development/refinement and implementation of Portfolio-wide, Regional and Contaminated Site Project-specific approaches, through the provision of expert advice, management support, audit and review services in the disciplines of Environmental Management Systems, Environmental Health and Safety Management and associated Occupational Health and Safety (the "Services").
- 3.3 The Offeror's Services shall be delivered on an as-and-when required basis, pursuant to one (1) or more Call-up(s).
- 3.4 As set out in the Call-up(s), the Services shall be delivered to either or both of NCSB Headquarters and its Regional locations including associated Contaminated Sites.
- 3.5 Specific Service objectives will be contained within any resulting Call-up(s).

### **SW4.0 DEFINITIONS AND APPLICABLE DOCUMENTS**

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

<u>Term/Acronym</u>	<u>Definition</u>
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<b><u>Term/Acronym</u></b>	<b><u>Definition</u></b>
<b>AHJ</b>	Authorities Having Jurisdiction.
<b>Call-up / Contract</b>	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.
<b>CIRNAC</b>	Crown-Indigenous Relations and Northern Affairs Canada.
<b>CLCA</b>	<p>Comprehensive Land Claims Agreement (CLCA). CLCAs are modern treaties between Indigenous groups, Canada and the applicable territorial or provincial government. While each CLCA is unique, these agreements usually include such matters as land ownership and management, money, wildlife harvesting rights, participation in land, resource, water, wildlife and environmental management, and measures to support economic development and protect Indigenous culture.</p> <p>Many CLCAs have obligations on the part of the Government of Canada, and as a result any Contractors it engages, under government procurement contracts that may involve work within the geographical area of the CLCA. These obligations may be different for each CLCA and are considered in the work when applicable. See also Indigenous Opportunities Considerations below.</p>
<b>Contaminated Site</b>	A site at which substances occur at concentrations (1) above background levels and pose (or are likely to pose) an immediate or long-term risk to human health or the environment, or (2) exceeding levels specified in relevant policies or regulations.
<b>Contractor</b>	The qualified Offeror holding a valid Standing Offer Agreement who has executed Call-up(s) duly authorized by CIRNAC for the delivery of the Services.
<b>Deliverable</b>	Has the meaning set out in SW6.0 of this Statement of Work and as further specified in any resultant Call-up(s).
<b>EHS</b>	Environmental Health and Safety.
<b>EHSMS</b>	Environment, Health and Safety Management System. The EHSMS provides an integrated and comprehensive framework for the development, communication, management and audit of safe, healthy, and environmentally responsible activities associated with the assessment, remediation, risk management and monitoring of Contaminated Sites.
<b>EMS</b>	Environmental Management System.
<b>Environment, Health and Safety Management Support Services (the "Services")</b>	Mean the services as defined in SW5.0 Scope of Work, of the Statement of Work, and as further set-out in any resulting Call-up(s).
<b>GC</b>	Government of Canada.

<u>Term/Acronym</u>	<u>Definition</u>
<b>HSMS</b>	Health and Safety Management System.
<b>Indigenous Opportunities Considerations (IOCs)</b>	Indigenous Opportunities Considerations include measures implemented by the Offeror to enhance the capacity of Land Claims Beneficiaries and Participants, including businesses, to participate in government contract opportunities. IOCs may include: capacity development, on-the-job training, employment or contracting (supplies or services) related to the Call-up work. Where work under any resulting Call-up will involve the performance of work within or the delivery of services to a location within a Comprehensive Land Claims Agreement (CLCA) area, the Offeror will be required to identify for CIRNAC's approval and implement IOCs appropriate to the scope of the Call-up work.
<b>ISO</b>	International Standards Organization.
<b>Major (Project)</b>	A single Infrastructure, remediation or heavy civil engineering Project, of a defined magnitude and complexity. 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.
<b>NAO</b>	Northern Affairs Organization.
<b>NCR</b>	National Capital region.
<b>NCSB</b>	Northern Contaminated Sites Branch.
<b>North or Northern</b>	In the context of NCSB's requirements under this SOA, is defined as a physical location North of 60°.
<b>OHS</b>	Occupational Health and Safety.
<b>Portfolio</b>	A grouping of current and proposed Projects that are centrally managed, monitored and evaluated to provide a common and consistent standard in the processes, methods and tools/technologies used to deliver upon each component Project in the grouping. Portfolios are managed horizontally to determine the optimal resource mix for delivery and to schedule activities to best achieve the organization's operational and financial goals, while respecting the constraints of the environment, co-proponents, Project stakeholders, strategic objectives, or other external factors.
<b>Project</b>	As defined by the Treasury Board Secretariat, is "an activity or series of activities that has a beginning and an end. A Project is required to produce defined outputs and realize specific outcomes in support of a public policy objective, within a clear schedule and resource plan. A Project is undertaken within specific time, cost and performance parameters."
<b>Project Authority</b>	The officer or employee of the Crown who is authorized by the Minister to perform any of the Project Authority's functions as described in the Articles of Agreement. The Project Authority or his/her delegate is responsible for all matters concerning the technical content of the work against the SOA and any authorized Call-ups. The Project Authority for each Call-up will be identified in the associated Call-up document.

<u>Term/Acronym</u>	<u>Definition</u>
<b>Region</b>	Means NCSB's Regional operations in the Yukon, Northwest Territories and Nunavut.
<b>Resource</b>	The individual(s) qualified to provide Services to CIRNAC on behalf of the Offeror.
<b>SOP</b>	Standard Operating Procedures.
<b>SOW</b>	Statement of Work.
<b>Standing Offer Agreement (SOA)</b>	An overarching agreement between CIRNAC and a qualified Offeror 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.
<b>Standing Offer Authority</b>	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.
4.2	The following documents provide guidance for the provision of the Services to CIRNAC. The Offeror and its Resources shall conform to and maintain working knowledge of the following and all amendments thereto:
4.2.1	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> ;
4.2.2	CIRNAC's Environment Health and Safety Policy for the Northern Contaminated Sites Program, available online at <a href="https://www.rcaanc-cirnac.gc.ca/eng/1100100035307/1537553847462">https://www.rcaanc-cirnac.gc.ca/eng/1100100035307/1537553847462</a> ;
4.2.3	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> ;
4.2.4	<i>Canadian Environmental Protection Act</i> (current version), available online at <a href="https://laws-lois.justice.gc.ca/eng/acts/C-15.31/index.html">https://laws-lois.justice.gc.ca/eng/acts/C-15.31/index.html</a> and associated regulatory framework;
4.2.5	Applicable regulations in place within the Northwest Territories, Nunavut and Yukon Territory, and any Project, site or license or permit-specific requirements of Authorities Having Jurisdiction (AHJ), to be identified at time of Call-up;
4.2.6	Northern Contaminated Sites Branch Environment, Health and Safety Audit Program Guide, to be provided to the Offeror after SOA Award;
4.2.7	International Standards Organization (ISO) 19011, ISO 14001, ISO 45001 (and, as applicable, its precursor ISO 18001); and
4.2.8	Contaminated Site Portfolio, Region, and Project-specific systems, plans, 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).

## **SW5.0 SCOPE OF WORK**

5.1 As required and as stated in any resultant Call-up(s), the Offeror shall provide the Services, including, without limitation, providing subject matter expertise in the following areas:

5.1.1 Environmental management systems, environmental health and safety management and occupational health and safety related to Contaminated Sites, with a focus on waste, former military and abandoned mine sites, including underground mines;

5.1.2 Northern and remote conditions, including environmental, market, economic, socio-economic, and other factors affecting site and potential Project conditions and associated approaches to health and safety; and

5.1.3 Working effectively to design, develop, implement, promote and ensure compliance of environmental management, environmental health and safety and occupational health and safety practices with a variety of parties, including: Authorities Having Jurisdiction (AHJ); governing and appointed bodies; governmental and non-governmental associations; Indigenous governments, organizations, communities and associations; private sector Project delivery partners; and financial/commercial industry partners.

### **5.2 Expert Advisory and Management Support Services**

5.2.1 The Offeror shall provide expert advisory and management support services in the disciplines of environmental management systems, environmental health and safety, and occupational health and safety and associated administration in order to assist NCSB in continuing to establish, implement and maintain effective management systems, policies, standard operating procedures, and plans, at any or all of the Portfolio, Region and Project or Contaminated Site-specific levels.

Note that the development/refinement of systems is generally anticipated, without limitation, to be for Projects led by CIRNAC, while reviews may be for all Projects.

5.2.2 Services may include, but are not limited to:

a) Providing expertise related to ISO 19011, ISO 14001, ISO 45001 (and its precursor ISO 18001), and other recognized standards for the assessment and audit of environmental management systems, environmental health and safety, and occupational health and safety;

b) Development and/or review of:

- i. Environmental Management Systems;
- ii. Environmental Health and Safety Management Systems; and
- iii. Occupational Health and Safety systems and approaches;

c) Development and/or review of Standard Operating Procedures (SOPs);

d) Development and/or review of Project Health and Safety Plans;

e) Development and/or review of safety analysis;

f) Development and/or review of emergency response plans;

g) Design, development, implementation and/or maintenance support for environmental health and safety and occupational health and safety protocols and management tools;

h) Design, development, and/or update to guidance material for environmental health and safety and occupational health and safety policies, programs and initiatives and related NCSB tools;

i) Design, development, and/or update to NCSB corporate procedures related to environmental health and safety and occupational health and safety;

- j) Preparation of briefing materials and decision-support documentation related to environmental health and safety and occupational health and safety;
- k) Design, development and/or delivery of training courses, learning, usage and/or informational materials to support the implementation of NCSB's management systems related to environmental health and safety and occupational health and safety;
- l) Facilitation of meetings on NCSB Portfolio-wide, Regional and individual Project or site issues;
- m) Facilitation, in situ coaching and/or knowledge transfer services to NCSB employees and other Project participants to promote further understanding of NCSB's procedures, management systems, objectives and initiatives; and
- n) Other related Services.

### 5.3 **Assessment, Review and Audit Services**

5.3.1 The Offeror shall provide expertise and implementation services to design and conduct scheduled and/or ad hoc reviews and/or audits, and provide associated reporting and recommendations on NCSB's established and emerging management systems, policies, Regional and Project/site-specific plans and procedures. These Services shall be provided in accordance with an established methodology, as employed by the Auditing Association of Canada. In addition, the Offeror shall provide expertise and in situ operational support to the design, development, and conduct of site/Project-specific assessments, analyses and inspections to support NCSB in the monitoring and enhancement of site/Project environmental health and safety and occupational health and safety plans, procedures and practices.

5.3.2 Services may include, but are not limited to:

- a) Review NCSB Project and/or site conditions to identify potential human health and safety and environmental risks and identify associated recommended avoidance, mitigation and management measures. As set out in the Call-up, these Services shall be delivered by a Certified / Registered Health and Safety Professional (see SOW section 7.5.1 for certifications/designations acceptable to CIRNAC);
- b) Design and/or development of audit plans and/or conduct of annual review and audit of NCSB's Environmental Health and Safety Policy;
- c) Design and/or development of audit plans and/or conduct of scheduled or ad hoc audits and provision of associated reports on the design, implementation and functional performance of NCSB's:
  - i. Environmental Management Systems;
  - ii. Environmental Health and Safety Management Systems;
  - iii. Occupational Health and Safety systems and approaches; and
  - iv. other related management systems and tools in place.
- d) Design and/or development of audit plans and/or conduct of scheduled audits and provision of associated reports on Contaminated Site-specific Environment, Health and Safety Plans at the site-specific level;
- e) Design and/or development and/or conduct of other environmental and/or health and safety audits for compliance and/or due diligence;
- f) Review Contaminated Site Project proposals, plans, and performance with respect to feasibility, compliance with legislation, regulations, guidelines and practices, and quality assurance and control requirements;

- g) Conduct of, or assistance in the conduct of, site-wide hazard assessments to identify potential and actual hazards, and make appropriate recommendations for mitigation and resolution and associated implementation measures to effectively address the identified hazards;
- h) Conduct of issue-specific risk identification, assessment and analysis;
- i) Design and/or development of plans and/or conduct of scheduled or ad hoc inspections for compliance with regulatory and other requirements. This may include, but is not limited to, designing and leading, or supporting, operational site inspections to identify potential environmental health and safety hazards, occupational health and safety hazards, potentially unsafe practices, non-compliances with the requirements of AHJ and/or codes/permits and/or compliance of practices with NCSB service delivery partners' and other contractors' work plans.
- j) Provision of review and recommendations and/or assistance in the development or enhancement of quality assurance and/or quality control frameworks, processes and practices in relation to specific Projects and/or on a Regional and/or Portfolio-wide basis; and
- k) Other related Services.

#### **SW6.0 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).
- 6.2.1 Details on specific Deliverables including language, subject matter, purpose, and any other relevant information will be described in any resultant Call-up.

#### **SW7.0 RESOURCE REQUIREMENTS**

- 7.1 The Offeror shall provide the services of experienced Resources competent in the subject matter of environmental management systems, environmental health and safety and occupational health and safety, as included within the Offeror's Proposal.
- 7.2 To ensure an adequate level of support to CIRNAC under the SOA, the Offeror shall provide CIRNAC with access to an integrated and cohesive team of Resources, comprised of at least the Resource categories and levels of experience identified in the table below.
- 7.3 To complete the work under any Call-up(s), CIRNAC may, in its exclusive discretion, require the Offeror to provide the Services of one (1), some or all of the Resources named in its SOA Proposal (as accepted by CIRNAC), or may request the Offeror to propose which of its Resources will deliver the work requested, or may request the Offeror to propose and provide any one (1) or more Optional Resources (in accordance with Section 7.5.2 below) who may be subsequently qualified by CIRNAC to provide Services under a Call-up.
- 7.4 Based on CIRNAC's identified Work requirements, 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.
- 7.5 Deployed Resources shall meet the minimum requirements for the Resource category in which they are providing Services.

7.5.1 **Core Resources**

- a) The Offeror shall provide the Services of any one (1) or more of its Core Resources, as included within the Offeror’s Proposal or as qualified by CIRNAC prior to Call-up.
- b) Core Resources shall meet the minimum qualifications in the Category in which they are proposed to provide Services, as detailed in the table below.
- c) Additional Core Resources not included within the Offeror’s Proposal (as accepted by CIRNAC) will be evaluated and qualified by NCSB on the basis of these minimum qualifications, and the proposed individual(s) must be of similar or greater ability and attainment as the Offeror’s previously qualified Core Resources in the same Category (as proposed at time of Proposal submission). Qualification and acceptance of Additional Core Resources prior to or during the course of work under a Call-up does not require an amendment to the SOA and will be evidenced by a written statement from the Project Authority:

<b>Resource Level Qualifications</b>	
<b>A. Principal / Partner</b>	
<b>Minimum Qualifications</b>	
a) Must demonstrate one (1) of i. OR ii.:	
i. Bachelor’s degree (or higher) in: <ul style="list-style-type: none"> <li>• Science, with a specialization in environment; or</li> <li>• Engineering, with a specialization in environment; or</li> <li>• A related field.</li> </ul> <b>AND</b> Ten (10) years’ demonstrated work experience in the provision of Environment Health and Safety Management Support Services as defined in the SOW (section 5.0).	ii. Bachelors degree or diploma in an unrelated field;  <b>AND</b> Fifteen (15) years’ demonstrated work experience in the provision of Environment Health and Safety Management Support Services as defined in the SOW (section 5.0).
<b>B. Senior Consultant</b>	
<b>Minimum Qualifications</b>	
b) Must demonstrate one (1) of i. OR ii.:	
i. Bachelor’s degree (or higher) in: <ul style="list-style-type: none"> <li>• Science, with a specialization in environment; or</li> <li>• Engineering, with a specialization in environment; or</li> <li>• A related field.</li> </ul> <b>AND</b> Five (5) years’ demonstrated work experience	ii. Bachelors degree or diploma in an unrelated field;  <b>AND</b> Seven (7) years’ demonstrated work experience in the provision of Environment Health and Safety Management Support Services as defined in the SOW (section 5.0).

<b>Resource Level Qualifications</b>	
in the provision of Environment Health and Safety Management Support Services as defined in the SOW (section 5.0).	
<b>C. Consultant</b>	
<b>Minimum Qualifications</b>	
c) Must demonstrate one (1) of i. OR ii.:	
i. Bachelor's degree (or higher) in: <ul style="list-style-type: none"> <li>• Science, with a specialization in environment; or</li> <li>• Engineering, with a specialization in environment; or</li> <li>• A related field.</li> </ul> <b>AND</b> Three (3) years' demonstrated work experience in the provision of Environment Health and Safety Management Support Services as defined in the SOW (section 5.0).	ii. Bachelors degree or diploma in an unrelated field; <b>AND</b> Five (5) years' demonstrated work experience in the provision of Environment Health and Safety Management Support Services as defined in the SOW (section 5.0).
<b>D. Core Team Qualifications</b>	
d.1) At least one (1) Resource on the Offeror's team to lead audits or reviews must possess and maintain valid one of the following designations: <ol style="list-style-type: none"> <li>i. Certified Health and Safety Management System Auditor (CHSMSA);</li> <li>ii. Vérificateur environnemental agréé (VEA);</li> <li>iii. Compliance Environmental Auditor EP(CEA);</li> <li>iv. Environmental Management Systems Lead Auditor EP(EMSLA);</li> <li>v. Provisional Environmental Auditor; or</li> <li>vi. Certified Professional Auditor (CPA) designation; or equivalent recognized by the Canadian Auditing Association.</li> </ol>	
d.2) At least one (1) Resource must possess and maintain valid one (1) of the following health and safety professional designations (or international equivalent): <ol style="list-style-type: none"> <li>i. Canadian Registered Safety Professional (CRSP);</li> <li>ii. Certified Safety Professional (CSP);</li> <li>iii. Chartered Member Institute of Occupational Safety and Health;</li> <li>iv. Certified Construction Safety Officer (CCSO);</li> <li>v. National Construction Safety Officer (NCSO);</li> <li>vi. Qualified Safety Representative (QSR);</li> <li>vii. Certified Industrial Hygienist (CIH); or</li> </ol>	

Resource Level Qualifications
viii. Registered Occupational Hygienist (ROH).
<p>d.3) Across the Offeror's Resources, at least one (1) Resource must possess:</p> <p>i. experience leading a team in the design, development and conduct of at least two (2) independent audits or independent review engagements in the discipline of environmental health and safety or occupational health and safety; and</p> <p>ii. experience in providing policy advice or policy review for either an environmental health and safety policy or an occupational health and safety policy.</p> <p>i) and ii) may be demonstrated by the same or different Resources.</p>
<p>d.4) Across the Offeror's Resources, at least two (2) Resources must possess:</p> <p>i. professional work experience related to a Contaminated Site Project; and</p> <p>ii. professional work experience working in the field in a Northern operational Project environment in either an environmental health and safety capacity OR an occupational health and safety capacity; and</p> <p>iii. professional work experience in the development and implementation of OR audit/review of, the following:</p> <p>a. Two (2) Environmental Health and Safety Management Systems (EHSMS); OR</p> <p>b. One (1) Environmental Health and Safety Management System (EHSMS), one (1) Environmental Management System (EMS) and one (1) Health and Safety Management System (HSMS); OR</p> <p>c. Two (2) Environmental Management System (EMS) and two (2) Health and Safety Management System (HSMS).</p> <p>The same individuals are not required to possess all of i)-iii).</p>

**7.5.2 Optional Resources**

- a) Where offered by the Offeror in its SOA Proposal (as accepted by CIRNAC), 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 the Offeror shall deliver Services in the following Optional Resource Categories.

Optional Resources
<ul style="list-style-type: none"> <li>• Certified Industrial Hygienist (CIH) / Registered Occupational Hygienist (ROH)</li> <li>• Adult Learning Specialist / Trainer</li> <li>• Mine Examiner / Mine Safety Auditor</li> </ul>

- b) In addition to the minimum qualifications set out below, specific experience requirements reflective of Project or site conditions or other environmental, health and/or safety issues may be identified by CIRNAC at the time of request for the Services of any Optional Resources.
- c) Optional Resources shall meet the minimum qualifications in the Category in which they are proposed to provide Services, as detailed in the table below and will be evaluated and qualified by NCSB on the basis of these minimum qualifications and any additional experience requirements outlined in the Call-up request. Qualification and acceptance of Resources prior to or during the course of work under a Call-up does not require an

amendment to the SOA and will be evidenced by a written statement from the Project Authority.

<b>Resource Level Qualifications</b>
<b>A. Certified Industrial Hygienist (CIH) / Registered Occupational Hygienist (ROH)</b>
<b><i>Minimum Qualifications</i></b>
<p>a.1) Must demonstrate and maintain a valid Certified Industrial Hygienist OR Registered Occupational Hygienist professional designation.</p>
<p>a.2) Must demonstrate experience and qualification requirements as set out in the Call-up request. These may include, but are not limited to, any one (1) or more of the following:</p> <ul style="list-style-type: none"> <li>i. Degree or diploma in a related field;</li> <li>ii. Experience in the discipline of industrial hygiene or occupational health and safety;</li> <li>iii. Knowledge and competence in applicable acts, regulations and codes;</li> <li>iv. Completion of additional training programs or courses in industrial hygiene or occupational health and safety (where applicable and as specified in the Call-up request, this may include completion of correspondence courses for which a recognized certificate has been granted);</li> <li>v. Completion of job training courses in industrial hygiene or occupational health and safety;</li> <li>vi. Experience related to certain operating conditions relevant to the Contaminated Site(s) for which their Services are required (e.g. experience with particular contaminants, experience with particular types of facilities/infrastructure, experience in mine air quality for mine sites, etc.); and/or</li> <li>vii. Other related experience or qualifications relevant to industrial hygiene or occupational health and safety as specified in the Call-up.</li> </ul>
<b>B. Adult Learning Specialist / Trainer</b>
<b><i>Minimum Qualifications</i></b>
<p>b) Must demonstrate experience and qualification requirements as set out in the Call-up request. These may include, but are not limited to, any one (1) or more of the following:</p> <ul style="list-style-type: none"> <li>i. Degree or diploma in a related field;</li> <li>ii. Experience in design and delivery of learning programs for adults or facilitation;</li> <li>iii. Experience working with relevant audiences and stakeholders (e.g. Indigenous communities and organizations, regulatory bodies, governmental and non-governmental organizations, industry, etc.);</li> <li>iv. Knowledge and competence in subject matter relevant to the learning program or facilitation topic (e.g. environmental health and safety, occupational health and safety, Northern remote conditions, site contaminants/conditions, etc.); and/or</li> <li>v. Other related experience or qualifications relevant to environmental management systems, environmental health and safety or occupational health and safety as specified in the Call-up.</li> </ul>

Resource Level Qualifications
<b>C. Mine Examiner / Mine Safety Auditor</b>
<b><i>Minimum Qualifications</i></b>
<p>c.1) Must demonstrate experience and qualification requirements as set out in the Call-up request. These may include, but are not limited to, any one (1) or more of the following:</p> <ul style="list-style-type: none"> <li>i. Completion of training programs or courses in mining (where applicable and as specified in the Call-up request, this may include completion of correspondence courses for which a recognized certificate has been granted);</li> <li>ii. Completion of job training courses for mine supervision or mine management;</li> <li>iii. Holds a certificate of completion for a trade or apprenticeship (as specified) in a certain field, as specified in the Call-up request (e.g. mine electrician, industrial or mine mechanic, etc.);</li> <li>iv. Experience working in and about a mine, which may include specific experience in certain operating conditions, as specified in the Call-up request (e.g. underground mine, soft rock mine, etc.);</li> <li>v. Experience as a supervisor in a mine, which may include specific experience in certain operating conditions, as specified in the Call-up request;</li> <li>vi. Technician or Engineering designation (as applicable);</li> <li>vii. Advanced First Aid Certification;</li> <li>viii. Knowledge and competence in applicable acts, regulations and codes; and/or</li> <li>ix. Other related experience or qualifications relevant to mine operation, safety or other conditions as specified in the Call-up.</li> </ul>

## 7.6 Core Resource Development

- 7.6.1 The Offeror's Resources shall provide Services in the Resource category in which they are qualified by CIRNAC and shall provide these Services at the all-inclusive hourly rate associated with the Resource category and level of experience possessed by the Resource, as identified in the Basis of Payment.
- 7.6.2 CIRNAC recognizes that over the course of any SOA, Core Resources qualified to provide Services in one (1) of the above Resource categories (as set out in section 7.5.1) at an identified level of experience may acquire additional experience and expertise in the delivery of Services. At the conclusion of the first SOA year (period from Award to March 31, 2022), and no more frequently than **once a SOA year** thereafter, the Offeror may submit an Offer to the Project Authority 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 determination, 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). Any increases in Resource level of experience approved by CIRNAC will be effective starting April 1 of the subsequent SOA year.

7.6.3 Hourly rates for all Resources, including for any Additional Resources or Optional Resources approved by CIRNAC shall apply for the period starting April 1 and concluding March 31, of each SOA year.

**7.7 Resource Substitution and Replacement**

7.7.1 Prior to Call-up or during the course of work under any Call-up, Resource substitution and replacement may be undertaken by the Offeror only with the express and prior written approval from the Project Authority and must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada.

7.7.2 Call-up(s) may include the Services of Resources named within the Offeror's SOA proposal (as accepted by CIRNAC) or the services additional or Optional qualified Resources, as evaluated and authorized by CIRNAC prior to Call-up. Where CIRNAC requires the services of specific Resources that are named within the Call-up document, 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 Resources in the same Resource category.

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

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

7.7.5 For substitute or replacement of any Resource(s), where the offered substitute or replacement Resource(s) have not been previously qualified by CIRNAC pursuant to this SOA, the new Resource(s) must meet minimum qualifications, as identified in the SOW Section 7.5.1 or 7.5.2 (as applicable), associated with the Resource category in which they are offered as a replacement and must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada.

7.7.6 Should the offered substitute or replacement Resource(s) not meet the 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 Resources that have not been duly authorized by the Project Authority and by the Security and Emergency Services Divisions of Indigenous Services Canada.

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

7.7.8 CIRNAC reserves the right to direct the Offeror to undertake replacements of his or her personnel (or any subcontractors) should deployed Offeror personnel not meet (in CIRNAC's exclusive opinion) the Department's skills and abilities expectations. Offeror Resource replacements made by the Offeror may only be undertaken with the express and prior written authorization of the Project Authority and the Security and Emergency Services Divisions of Indigenous Services Canada.

7.7.9 CIRNAC requires that effective and continuous control be maintained throughout the duration of any Call-up 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**.

7.7.10 Any replacement Resource(s) or substitute approved by CIRNAC shall be available to commence work **within seven (7) calendar days** of the Offeror being notified by the Project

Authority, unless otherwise agreed upon in writing 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 proposed replacement/substitute's CV and overall qualifications and expertise, and completion of a security clearance check. CIRNAC cannot certify the length of time this process will take.

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

#### **SW8.0 PERFORMANCE STANDARDS AND QUALITY ASSURANCE**

- 8.1 The Offeror and its deployed Resources shall possess or ensure the provision of content knowledge appropriate for the delivery of Contaminated Site Environment, Health and Safety Management Support Services, as described in this SOW and all authorized Call-ups, and shall continuously strive to improve its methodological and practice skills.
- 8.2 In providing the Services as described above, the Offeror shall, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:
- 8.2.1 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 Call-up. The Offeror shall deliver the Services by the deadlines established by the Project Authority, as specified within the Call-up. Every effort shall be made by CIRNAC to provide the Offeror with reasonable deadlines.
- 8.2.2 In addition to the requirement for Offeror Performance, there is an inherent Quality Assurance Standard associated with all Call-ups. The Offeror shall apply a rigorous Quality Assurance methodology to ensure the accuracy and quality of all deliverables and services provided.
- 8.3 All Deliverables rendered under all Call-ups are subject to inspection by the Project Authority or a designated representative. The Project Authority reserves the right to verify the accuracy of all Deliverables.
- 8.4 In the event that the Offeror fails to comply with the conditions of the Call-up, and as identified in CIRNAC's review of the work, CIRNAC reserves the right to terminate the Call-up.
- 8.5 The management by the Offeror of Service delivery to CIRNAC in relation to all authorized Call-ups shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, codes and policies as well as professional standards.
- 8.6 The Offeror shall ensure that all Resources deployed in the provision of services under the authorized Call-ups, including any and all sub-contractors, are properly trained and qualified to fulfill their responsibilities, and where required for the performance of the Work, hold and maintain valid professional designations within the required discipline (e.g. audit, health and safety, etc.). In addition, the Offeror shall ensure that all deployed Resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.
- 8.7 It is the responsibility of the Offeror to ensure its conduct and performance is in accordance with the terms and conditions of the SOA and all authorized Call-ups, and in accordance with the *Code of Conduct for Procurement*. It is also the responsibility of the Offeror to ensure the conduct and performance of its deployed Resources are in accordance with the same.

#### **SW9.0 REPORTING REQUIREMENTS**

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

- 9.2 It is the responsibility of the Offeror to facilitate and maintain regular communication with the 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 Offeror to complete the work specified under any Call-up.
- 9.3 Any progress, *ad hoc*, or other reporting on Call-up work, including any work associated with invoicing, is considered Administrative in nature and is therefore considered to be included in the Offeror's accepted hourly rates within its accepted Basis of Payment. No Administrative costs, including invoicing preparation, progress reports on work status, or *ad hoc* reports, are considered as separate billable items.
- 9.4 Any written reports provided shall be in CIRNAC's standard software, and may include e-mails, MS Word, MS Excel or MS Project, as appropriate.
- 9.5 Additional reporting requirements will be specified in any resulting Call-up(s).

### **SW10.0 RISKS AND CONSTRAINTS**

- 10.1 Work conducted under the SOA may require the Offeror and/or the Offeror's deployed resources to visit identified or suspected Contaminated Sites. It is the responsibility of the Offeror to consider any and all risks to health, safety, and welfare, which may be incurred in the completion of work under the SOA, as a result of visitation to Contaminated Sites.
- 10.2 CIRNAC also recognizes that work under the SOA may involve visits to remote locations. Visits in these areas may result in changes in climate, cost of living, service provision and accessibility, and other unforeseen changes in condition from the Offeror's and/or the Offeror's deployed Resources' initial location and residence.
- 10.3 CIRNAC is **not** responsible to recompense for personal or property injury to the Offeror or the Offeror's deployed Resources, while providing Services on behalf of CIRNAC, throughout the duration of the SOA. The Offeror is responsible for maintaining appropriate insurance coverage for the Offeror and its deployed Resources, including any sub-contractors.
- 10.4 Site Health and Safety at each site is typically the responsibility of a third party. When visiting a Contaminated Site, the Offeror shall ensure that its Resources (including any sub-contracted resources) comply with all applicable acts and regulations as well as any Health and Safety policies, procedures and requirements established by the party responsible for Health and Safety at each site. Should the Offeror determine that additional Health and Safety measures are required to ensure the safety of its Resources, the Offeror shall implement such measures while respecting the policies, procedures and requirements in place at the site(s).
- 10.5 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 service delivery partners, third party 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.
- 10.6 Where Services include the provision of expert advice, independent inspection or an independent audit 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.

### **SW11.0 CONTRACTOR RESPONSIBILITIES**

- 11.1 In fulfilling the terms and conditions of the SOA, the Offeror agrees to:
  - 11.1.1 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);
  - 11.1.2 Confirm with the Project Authority, in writing, the receipt and successful completion of all Call-up requests;
  - 11.1.3 Provide a work plan and schedule prior to the commencement of work on each Call-up, as required;
  - 11.1.4 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;
  - 11.1.5 Complete assigned work according to pre-defined schedules and standards;
  - 11.1.6 Provide Quality Assurance monitoring on all deliverables;
  - 11.1.7 Ensure the Offeror's form of invoice and travel claims meets all information and format requirements set out in the Standing Offer, and as may be requested by CIRNAC in response to periodic updates to internal requirements;
  - 11.1.8 As required, liaise with the Project Authority and any stakeholders identified by the Project Authority for meetings, Project reviews and other related service management activities.

### **SW12.0 GOVERNMENT REPRESENTATIVE AND SUPPORT**

- 12.1 The Project Authority 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 work.
- 12.2 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.
- 12.3 CIRNAC will provide the following to the Offeror, as required for the completion of the work under this SOA and any resultant Call-up(s):
  - 12.3.1 A "Letter of Introduction" for presentation to Departmental staff and/or other parties in order to:
    - a) Identify themselves as an Offeror authorized to provide services on behalf of the Department; and
    - b) Gain access to and/or collect information, and/or to conduct discussions regarding any work being conducted on behalf of the Department;
  - 12.3.2 Permission for the Offeror to be on CIRNAC premises to review Departmental files and records which cannot be removed from the office;
  - 12.3.3 Access to research databases and appropriate Departmental personnel and subject matter experts from within the organization to discuss and provide content material;
  - 12.3.4 Review of reports/submissions and the provision of comments/suggested revisions, in a timely manner; and
  - 12.3.5 Any other information, data and/or assistance, which is not readily available to the Offeror, and is required to complete the tasks and deliverables described in a Call-up(s).
- 12.4 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.

**SW13.0 LOCATION OF WORK AND TRAVEL**

- 13.1 It is anticipated that the majority of the work will be delivered to the NCSB's headquarters in Gatineau, Quebec in the National Capital region, with some work at the Offeror's place of business.
- 13.2 Notwithstanding the above, CIRNAC anticipates some on-site work at NCSB's Regional offices and/or visits to related Contaminated Sites, when contractor visits GoC sites the contractor will be escorted at all time. 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/or supply/service opportunities) for the particular work package.
- 13.3 When required, the Offeror is responsible for all costs related to their own and their Resources' personal expenses, including the cost of travel between their place of business and CIRNAC NCSB headquarters, regardless of the location of the Resources conducting the work. No expenses will be reimbursed for any required travel between CIRNAC NCSB headquarters and the Offeror's place of business.
- 13.3.1 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 must be undertaken in accordance with the Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>). The Offeror will be reimbursed only for previously authorized travel, accommodation and associated allowable expenses, in accordance with Travel Directive.
- 13.4 **Comprehensive Land Claims Agreements**
- 13.4.1 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	Innu Nation Final Agreement Labrador Inuit Final Agreement
Northwest Territories	Gwich'in Final Agreement Inuvialuit Final Agreement Sahtu Dene and Metis Comprehensive Land Claims Agreement T'l'icho Agreement
Nunavut	Nunavik Inuit Final Agreement Nunavut Land Claims Agreement
Québec	Eeyou Marine Region Agreement James Bay and Northern Québec Agreement Innu Nation Final Agreement Northeastern Québec Agreement Nunavik Inuit Final Agreement
Yukon	<i>Several agreements pursuant to the <b>Yukon Umbrella Final Agreement</b>; these include <b>but are not limited to</b>:</i> 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;

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. <i>as specified in any resulting Call-up.</i>

- 13.4.2 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).

#### SW14.0 LANGUAGE OF WORK

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

#### SW15.0 CONFIDENTIALITY AND NON-DISCLOSURE

- 15.1 The Offeror and its Resources shall keep in confidence and not use or disclose without the express written instruction of the 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 contractors' proposals, contracts, work plans and deliverables, and also includes any information discovered as part of any audit, evaluation or review of NCSB or third party internal business processes.
- 15.2 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.
- 15.3 As required, prior to commencement of work under any resultant Call-up(s), the Offeror and all Resources shall sign non-disclosure agreements and conflict of interest certifications in relation to all Work to be undertaken, as well as in relation to CIRNAC and any other contractors or sub-contractors involved with the related engagement.
- 15.3.1 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.

#### SW16.0 GREEN PROCUREMENT AND SERVICES

- 16.1 The Offeror shall ensure, where possible, that all materiel employed and work methods utilized by both the Offeror and its deployed Resources accommodate CIRNAC's commitment to the GC's Green Procurement Strategy (<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/paecoif-pgptts-eng.html>).

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

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work as determined in Annex – "A" – Statement of Work; to a limitation of expenditure of **\$0.00** (applicable taxes to Professional Fees are extra)

CORE RESOURCE CATEGORIES	FIXED PER HOUR RATES (CAN\$) SOA AWARD to end of Year 1	FIXED PER HOUR RATES (CAN\$) Year 2	FIXED PER HOUR RATES (CAN\$) Year 2	FIXED PER HOUR RATES (CAN\$) Option Year 1	FIXED PER HOUR RATES (CAN\$) Option Year 2
1. Principal / Partner	\$	\$	\$	\$	\$
2. Senior Consultant	\$	\$	\$	\$	\$
3. Consultant	\$	\$	\$	\$	\$
OPTIONAL RESOURCE CATEGORIES	CEILING PER HOUR RATES (CAN\$) SOA AWARD to end of Year 1	CEILING PER HOUR RATES (CAN\$) Year 2	CEILING PER HOUR RATES (CAN\$) Year 3	CEILING PER HOUR RATES (CAN\$) Option Year 1	CEILING PER HOUR RATES (CAN\$) Option Year 2
4. Registered Industrial Hygienist / Certified Occupational Hygienist	\$	\$	\$	\$	\$
5. Adult Learning Specialist / Trainer	\$	\$	\$	\$	\$
6. Mine Examiner / Mine Safety Auditor	\$	\$	\$	\$	\$

## ANNEX "C" SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat  
**1000217932**  
Security Classification / Classification de sécurité  
Unclassified

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

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE							
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région <b>Northern Contaminated Sites Branch/Northern Affairs Organization/NCR</b>				2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :			
3. Brief Description of Work / Brève description du travail For the provision of Environment, Health and Safety Management Support Services							
4. Contract Amount / Montant du contrat <b>1,000,000 \$</b>				6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :			
5. Contract Start and End date / Date de début et de fin du contrat <b>April 1, 2021 to / au March 31, 2024</b>							
7. Will the supplier require / Le fournisseur aura-t-il :							
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?						<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?						<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?						<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)							
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)							
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS							
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?						<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)							
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?						<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties?						<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
If yes, specify: / Si oui, spécifiez :							
a) Email transmission / Transmission par courrier électronique :						<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :						<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :						<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
9.3 Will the supplier be required to safeguard COMSEC* information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC* ?						<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone)/ Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télexcopieur sécuritaire)							
10. SUMMARY CHART / TABLEAU RÉCAPITULATIF							
Category Catégorie	Please refer to question : Veuillez vous référer à la question :	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information /Assets Renseignements/Biens	7.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information /Assets (off site) Renseignements/Biens (extérieur)	8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information /Assets (off site) Renseignements/Biens TI (extérieur)	9.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission – e-mail Transmission TI- courriel	9.2 a)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission – other Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remote Access to Network Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PART C – PERSONNEL / PARTIE C – PERSONNEL							

11.1 Personnel Security Screening Level Required: Niveau d'enquête de la sécurité du personnel requis :	<input type="checkbox"/> N/A / Non requis	<input checked="" type="checkbox"/> Reliability/ Fiabilité	<input type="checkbox"/> Confidential/ Confidentiel	<input type="checkbox"/> Secret	<input type="checkbox"/> Top Secret/ Très secret
11.2 May unscreened personnel be used for portions of work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui	<input type="checkbox"/> N/A / Non requis		
12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui			
 Government of Canada / Gouvernement du Canada	<b>Contract Number / Numéro du contrat</b> 1000217932				
	Security Classification / Classification de sécurité Unclassified				

## Security Requirements Agreement

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

Request for standing offer: 1000217932

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

### 1. **Physical Security Transportation and Safeguard Requirements**

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

#### 1.1 Physical Safeguards:

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

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

#### **Definitions:**

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

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

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

#### 1.2 **Transportation**

##### 1.2.1 Transportation of Paper Records:

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

### 1.2.2 Prevention Tips While in Transit:

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

### 1.2.3 Discussion:

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

## 2. IT Security Requirements

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

### 2.1 Electronic Storage

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

### 2.2 Electronic Possession, Transportation and Processing

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

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);

- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006>)  
Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

### 2.3 Electronic Transmission of Departmental Data

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with CIRNAC/ISC's personnel. The use of electronic transmission methods other than those listed below is prohibited.

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

		<p>changed from their default values;</p> <ul style="list-style-type: none"> <li>▪ The network name (SSID) has been changed from its default value; and</li> <li>▪ WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> <li>• Must be 8 characters or longer;</li> <li>• Have at least one upper case character;</li> <li>• Have at least one lower case character;</li> <li>• Have at least one numeric character; and</li> <li>• Have at least one allowed special character</li> </ul> </li> </ul>
<b>Protected B</b>	Encrypted and Digitally Signed eMail	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password;</li> <li>• The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and</li> <li>• Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings: <ul style="list-style-type: none"> <li>• One of the following encryption algorithms is used: <ul style="list-style-type: none"> <li>▪ 3DES-168 Bit or higher</li> <li>▪ AES-128 Bit or higher</li> </ul> </li> <li>• Digitally signed with one of the following algorithms: <ul style="list-style-type: none"> <li>▪ RSA (Rivest, Shamir, Adleman)</li> <li>▪ DSA (Digital Signature Algorithm)</li> <li>▪ ECDSA (Elliptic Curve Digital Signature Algorithm)</li> </ul> </li> <li>• One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> <li>• SHA-224</li> <li>• SHA-256</li> <li>• SHA-384</li> <li>• SHA-512</li> </ul> </li> </ul> </li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p>

		<ul style="list-style-type: none"> <li>▪ The administrator user name and password must be changed from their default values;</li> <li>▪ The network name (SSID) has been changed from its default value; and</li> <li>▪ WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:             <ul style="list-style-type: none"> <li>• Must be 12 characters or longer;</li> <li>• Have at least one upper case character;</li> <li>• Have at least one lower case character;</li> <li>• Have at least one numeric character; and</li> <li>• Have at least one allowed special character</li> </ul> </li> </ul>
	Fax	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The sending fax machines is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advises recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>

3. Inspection

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

4. Security Costs

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

**ANNEX "D"**  
**SECURITY AGREEMENT**

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

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

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

Contractor:

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

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

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

CIRNAC/ISC Project Authority:

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

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

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

**ANNEX "E"**  
**INDEPENDENT BID DETERMINATION CERTIFICATION**  
**(MUST BE SUBMITTED WITH THE PROPOSAL)**

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

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

for: \_\_\_\_\_  
(Name and Number of Bid and Project)

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

\_\_\_\_\_  
(Name of Tendering Authority)

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

I certify, on behalf of: \_\_\_\_\_  
Corporate Name of Offeror or Tenderer [hereinafter "Offeror"]

that:

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

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

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Printed Name and Signature of Authorized Agent of Offeror

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Position Title

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Date