



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution  
Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> REMOVAL OF UNEXPLODED ORDNANCE	
<b>Solicitation No. - N° de l'invitation</b> EN438-167003/B	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> EN438-16-7003	<b>Date</b> 2016-08-12
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-519-6971	
<b>File No. - N° de dossier</b> KIN-5-44218 (519)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-09-22</b>	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Choquette, Herb	<b>Buyer Id - Id de l'acheteur</b> kin519
<b>Telephone No. - N° de téléphone</b> (613) 536-4874 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> As Stated on Task Authorization document	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

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

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, 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 Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements the Security Requirements Checklist, Aboriginal Participation Component, Technical Evaluation Criteria, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the DND 626 Task Authorization Form and the Non-disclosure Agreement.

### **1.2 Summary**

1.2.1 The Department of National Defence requires *one Task Authorization Contracts (TAC)* to conduct Unexploded Explosive Ordnance (UXO) risk management, risk mitigation and site characterization activities at legacy sites and other property owned by the Department of National Defence located throughout Canada excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will be solicited under a separate procurement, outside of this Request for Proposal.

The resulting Contract will be used primarily for work at Stoney Point, Ontario. The term of the contract will be from 1 January 2017 until 31 December 2018 with an option for Canada to extend the Contract by an additional one year period to 31 December 2019.

Activities conducted under this TAC may include (but are not limited to) UXO avoidance, signage installation, UXO investigation activities including wide area assessments and hard prove outs, geophysical surveys, communication and institutional control, surface and subsurface clearance, subcontracted consultant support to UXO services, and all associated project management and reporting activities.

The Contractor will be responsible for ensuring all personnel, equipment, and technical expertise required to carry out work describes in this TAC and subsequent Task Authorizations (TAs) are available and meet all regulations and standards applicable to the work.

Specific details of the Work will be communicated in subsequent TAs. Activities will be conducted on an “as and when requested” basis, as determined by the DND Project Manager (DND PM).

1.2.2 There are no security requirements associated with this requirement.

**1.2.3 Set-aside under the Procurement Strategy for Aboriginal Business (A3002T)**

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see Annex 9.4 of the *Supply Manual*.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

Further to Article 1802 of the *Agreement on Internal Trade* (AIT), AIT does not apply to this procurement.

1.2.4 This procurement is subject to the Controlled Goods Program. The *Defence production Act* defines Canadian Controlled Goods as certain goods listed in Canada’s Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification..](#)

1.2.6 The requirement is subject to a preference for Canadian goods and/or services

1.2.7 if an Aboriginal population is the primary recipient or end user of the goods or services the Contractor must provide a minimum of one of the benefits included in the Aboriginal Participation Component listed in Annex “E” of the Contract.

"Aboriginal Population" means

- i. an area, or community in which Aboriginal people make up at least 80 percent of the population;
- ii. a group of people for whom the procurement is aimed in which Aboriginal people make up at least 80 percent of the group

1.2.8 There is an optional bidders’ conference associated with this requirement consult Part 2 – Bidder Instructions.

**1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

“Subsection 3 of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

#### 3. List of Names

“Subsection 3.a) of Section 01, Integrity Provisions - Bid of Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names “.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 200 days

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Due to the nature of the bid solicitation, bids transmitted by facsimile 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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 Bidder a FPS in receipt of a pension? Yes ( ) No ( )

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

name of former public servant;

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: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

#### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed all Bidders may not be answered by Canada.

#### **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

#### **2.6 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



## 2.7 Bidders' Conference

A bidders' conference will be held at 180 Kent Street, Ottawa, Ontario on 7 September 2016. The conference will begin at 13:00 EDT, in room 16-087. Bidders should sign in 15-30 min in advance with security on 15F and be escorted to meeting room 16-087. Bidders may participate in the bidders' conference by telephoning Teleconference: 1 877-413-4790 and entering the Teleconference # 8092520. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than 2 September 2016 at 14:00 EDT.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

## 2.8 Controlled Goods Program

SACC *Manual* clause [A9130T](#) (2012-12-17) Controlled Goods Program

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (4 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

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

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

#### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

#### **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

#### **3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "H" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "H" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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### **3.1.3 Exchange Rate Fluctuation**

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

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

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

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

### **4.1 Evaluation Procedures**

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.
- 4.1.3 The evaluation team will determine first if there are two (2) or more bids with a valid Canadian content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated

### **4.2 Technical Evaluation**

- 4.2.1 Point Rated Technical Criteria  
Point rated technical evaluation criteria are included in Annex "F".

### **4.3 Financial Evaluation**

#### **4.3.1 Mandatory Financial Criteria**

Bidders must provide pricing for all items in accordance with Annex "B", Basis of Payment or they will be non-compliant and receive no further evaluation consideration.

#### **4.3.2 Evaluation of Price - Canadian / Foreign Bidders**

SACC *Manual* Clause [A0222T](#) (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

#### **4.3.3 Calculation of Evaluated Price**

Bidder's unit pricing will be multiplied by the corresponding estimated usage to calculate the extended item price. The Evaluated Price will be calculated by adding all extended item pricing for all pricing periods and pricing basis.

### **4.4 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

4.4.1. To be declared responsive, a bid must:

4.4.1.1 comply with all the requirements of the bid solicitation; and

4.4.1.2 obtain the required minimum points specified for criterion #1 Bidder's Technical Approach and Methodology and #2c Bidder's Quality Management System for the technical evaluation, and

4.4.1.3 obtain the required minimum of 990 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 1650 points.

4.4.1.4 be within 20% of the highest responsive bidder's technical points.

4.4.2. Bids not meeting 4.4.1.1 to 4.4.1. will be declared non-responsive and will receive no further consideration.

4.4.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price. The weighted points will be rounded up to two (2) decimal places.

4.4.4. To establish the technical merit score, the technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by 70.

4.4.5. To establish the pricing score, each responsive Bidder's Evaluated Price will be prorated against the lowest Evaluated Price (of all responsive bidders) and multiplied 30.

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

4.4.7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted.

4.4.8 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of the contract.

4.4.9 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 1650 and the lowest evaluated price of a responsive bidder is \$3,500,000.

In this example Bidder 2 would be recommended for contract award.

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		1500	1350	1200
Evaluated Bid Price		\$6,100,000	\$4,400,000	\$3,500,000
Calculations	Technical Merit Score	$(1500/1650) \times 70 = 63.64$	$(1350/1650) \times 70 = 57.27$	$(1200/1650) \times 70 = 50.91$
	Pricing Score	$(3,500,000/6,100,000) \times 30 = 17.21$	$(3,500,000/4,400,000) \times 30 = 23.86$	$(3,500,000/3,500,000) \times 30 = 30.00$
Combined Rating		80.85	81.14	80.91
Overall Ranking		3rd	1st	2nd

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

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

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

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process

#### **5.1.2 Additional Certifications Required with the Bid**

##### **5.1.2.1 Canadian Content Certification**

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

**5.1.2.1.1** SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

##### **5.1.2.2 Set-aside for Aboriginal Business**

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
  - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and

- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
- i.  The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
  - ii.  The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
- i.  The Aboriginal business has fewer than six full-time employees.  
**OR**
  - ii.  The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

## **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 specified will render the bid non-responsive.

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

In accordance with 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 Bidder 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 - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website \(http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed\)](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Workers Compensation Certification- Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 5 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

#### **5.2.3.2 Status and Availability of Resources**

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability

#### **5.2.3.3 Education and Experience**

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience



**5.2.3.4 PERSONNEL QUALIFICATION STATEMENT**

We \_\_\_\_\_ (name of company) certify that all TAC personnel assigned to the following positions meet the qualification requirements set out in this contract:

- Project Geophysicist
- Field Geophysicist
- Geographic Information System (GIS) Analyst
- Quality Manager
- UXO Assistants (UXOA), UXO Technicians (UXOT),
- UXO Technician Supervisor (UXOTS),
- UXO Safety Officer (UXOSO),
- UXO Quality Control Specialist (UXOQCS), UXO Field Supervisor (UXOFS), and
- UXO Project Leader (UXOPL).

UXO qualified personnel have the knowledge and experience in military ordnance, ordnance components, and identification, that will permit the safe handling, transportation and disposal of found ordnance items.

Further to this, we certify that all personnel involved in the handling, packaging and the transportation of Munitions and Explosives of Concern and explosives and of munitions scrap (MS) and other hazardous materials meet all federal and provincial requirements and will complete activities under all applicable procedures, licenses and approved processes. A copy of all relevant certificates and curriculum vitas (CVs) will be kept on file at the project site(s)

A random verification of the qualification documents and certificates will be conducted during the duration of the project, as part of the Explosives Safety Inspection or the Quality Assurance audit. We also acknowledge that DND reserves the right to review resumes or CVs and interview personnel, at any time, solely for the purpose of ascertaining their qualifications relative to their task(s) and that personnel found to be unqualified to accomplish those task(s) will be asked to leave the work site and the Contractor will have to supply appropriately qualified replacement personnel. Should delays in production, or loss of revenue result from unqualified personnel being replaced, the Contractor will solely assume these losses.

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Solicitation No. - N° de l'invitation  
EN438-167003/B  
Client Ref. No. - N° de réf. du client  
EN438-16-7003

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-5-44218

Buyer ID - Id de l'acheteur  
KIN519  
CCC No./N° CCC - FMS No./N° VME

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### 5.2.3.5 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
(Printed name of owner and/or employee)

\_\_\_\_\_  
(Signature of owner and/or employee)

\_\_\_\_\_  
(Date)

## **PART 6 - RESULTING CONTRACT CLAUSES**

*Text in italics will be deleted from the resulting contract.*

*The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.*

### **6.1 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_. *PWGSC will fill in this date.*

#### **6.1.2 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### **Task Authorization Process:**

1. The **Project Administrative Authority** will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex "D".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the **Project Administrative Authority**, within the specified number of calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the **Project Administrative Authority** has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### **6.1.2.2 Task Authorization Limit**

The Project Administrative Authority may authorize individual task authorizations up to a limit of \$2,000,000.00 Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Administrative Authority and PWGSC Contracting Authority before issuance.

#### 6.1.2.4 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" for Aboriginal Contractor means 5% of the Maximum Contract Value including HST.

2. Canada will request Work in the amount of the Minimum Contract Value or, at Canada's option, pay the Contractor at the end of the Contract in accordance with paragraph 3, subject to paragraphs 4 or 5. In consideration, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. a) In the event that Canada has not requested Work in the amount of the Minimum Contract Value by the end of Period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested during the Period of the Contract.  
  
b) Should the Contract be terminated for convenience, the difference between the Minimum Contract Value and the total cost of the Work requested during the Period of the Contract will be calculated by dividing the Minimum Contract Value by the number of months in the Period of the Contract, then multiplied by the number of elapsed months, or part thereof, at the time of contract termination.

Example: a one year Period of Contract with a Maximum Contract Value of \$12,000,000, with a Minimum Contract Value of 10 %, and a termination for convenience within 4.5 months of Contract award:

$\$12,000,000 \times 10\% = \$1,200,000$  Minimum Contract Value

$/12 \text{ months} = \$100,000 \times 4.5 \text{ months} = \$450,000$ .

4. In the event of a termination for convenience by Canada, Canada's only obligation to the Contractor will be to pay the greater of the costs under the termination for convenience clause or the amount determined in paragraph 3 b) above.
5. Canada will have no obligation to the Contractor under this clause:
  - i. if Canada terminates the Contract in whole or in part for default; or
  - ii. if Canada has requested work in the amount of the Minimum Contract Value.

#### 6.1.2.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

Solicitation No. - N° de l'invitation  
EN438-167003/B  
Client Ref. No. - N° de réf. du client  
EN438-16-7003

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-5-44218

Buyer ID - Id de l'acheteur  
KIN519  
CCC No./N° CCC - FMS No./N° VME

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1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

### **Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain for each authorized task:

the authorized task number or task revision number(s);

a title or a brief description of each authorized task;

the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;

the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;

the start and completion date for each authorized task; and

the active status of each authorized task, as applicable.

#### **For all authorized tasks:**

the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and

the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

#### **6.1.2.6 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by the DND Project Manager (DND PM) named in the Task Authorization. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

#### **6.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract 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.

## 6.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### Changes to the General Conditions

2035 29 (2014-09-25) Default by the Contractor

#### Delete:

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.

#### Insert:

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately.
  - a. The Contract may be terminated for default if during an UXO clearance inspection, if there is a Failure identified (as described in 14.4.1 (1) or 14.5.2(4) of section No. 01-012 of Annex "A").
  - b. The Contract may be terminated for default if the corporation, region, or offices that provide the UXO services are not certified to ISO 9001:2008 or ISO 9001:2015 within 24 months of contract award.)

## 6.3 Security Requirements

There are no security requirements applicable to this Contract.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from 1 January 2017 to 31 December 2018 inclusive.

### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one additional one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement outside the Contract.

### 6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the TA.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Herb Choquette  
Title: Team Leader – Acquisitions  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region  
Address: 86 Clarence St, 2nd Floor  
Kingston, Ontario, K7L 1X3  
Telephone: 613-536-4874  
Facsimile: 613-545-8067  
E-mail address: Herb.Choquette@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.5.2 Department of National Defence Project Manager (DND PM)

The Department of National Defence Project Manager (DND PM) for the Contract will be specified on each Task Authorization.

The DND PM is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the DND PM; however, the DND PM has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Project Administrative Authority

(Contact information to be provided at contract award.)

The Project Administrative Authority is responsible for issuing and amending all task authorizations valued up to \$2,000,000.00 including HST.

### 6.5.4 Contractor's Representative (*Bidder to fill in*)

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.7 Payment

### 6.7.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

#### **6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$10,000,000.00 Customs duties are included and Applicable Taxes are included.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

#### **6.7.4 Monthly Payment**

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

#### **6.7.4 Electronic Payment of Invoices – Contract (*PWGSC will insert instruments indicated by Bidder*)**

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

Visa Acquisition Card;

MasterCard Acquisition Card;

Direct Deposit (Domestic and International);

Electronic Data Interchange (EDI);

Wire Transfer (International Only);

#### **6.7.5 T1204 - Direct Request by Customer Department**

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department



### **6.7.6 Time Verification**

SACC Manual clause [C0711C](#) (2008-05-12) Time Verification

## **6.8 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 the invoices, receipts, vouchers for all direct expenses
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
    - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
    - c. one (1) copy must be forwarded to the consignee

## **6.9 Certifications**

### **6.9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### **6.9.3 SACC Manual Clause**

SACC Manual clause A3000C (2014-11-27) Aboriginal Business Certification  
SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

## **6.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_.

### 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) [2035](#) (2016-04-04), General Conditions - Higher Complexity - Services,
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, DND 626 Task Authorization Form
- (g) Annex E, Aboriginal Participation Component
- (h) Annex I, Non-disclosure Agreement
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on \_\_\_\_\_ " *or* ", as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s)*).

### 6.12 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

**OR**

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

### 6.13 Insurance Requirements

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

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

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

### 6.14 Controlled Goods Program

SACC Manual clause [A9131C](#) (2014-11-27), Controlled Goods Program

SACC Manual clause [B4060C](#) (2011-05-16), Controlled Goods

### 6.15 SACC Manual Clauses

[A0285C](#) (2007-05-25) Workers Compensation

[A9062C](#) (2011-05-16) Canadian Forces Site Regulations

[D3010C](#) (2016-01-28) Delivery of Dangerous Goods/Hazardous Products

[D3015C](#) (2007-11-30) Dangerous Goods/Hazardous Products

### 6.16 Defence Contract

[A9006C](#) (2012-07-16) Defence Contract

## 6.17 Liquidated Damages

1. If the Contractor fails to perform the services to the quality specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$750 for inspection and travel costs associated with each calendar day of delay or additional inspection. The total amount of the liquidated damages must not exceed 20% percent of the contract price.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

When applied to Failures of a Grid or Failures of a Quality Audit specifically:

**Failure of a grid:** if the DND review of the Contractor's geophysical data that has been delivered shows 3 major or 1 critical non-conformance on the digs or greater than 20% of the grids fail DND Quality Control review then the Contractor will pay \$750/day for Canada's consultant to inspect 100% of the Contractor's geophysical work until the Contractor's geophysical data is to the satisfaction of the DND PM. No payment will be made for the Contractor to rework the unsatisfactory work. No payment will be made for the unsatisfactory work until the failed Work is satisfactory in the sole discretion of Canada.

**Quality Audit:** if a DND led audit reveals 3 major or 1 critical non-conformance on the digs or greater than 20% of the grids fail DND Quality Control review then the Contractor will pay \$750/day for Canada's consultant to inspect 100% of the Contractor's geophysical work until the Contractor's geophysical data is to the satisfaction of the DND PM. No payment will be made for the Contractor to rework the unsatisfactory work. No payment will be made for the unsatisfactory work until the issue is resolved. If the situation requires a follow-on audit or visit by designated representative to travel to verify that the corrective action to rectify the non-conformance is complete, this cost must also be paid by the Contractor in liquidated damages.

## 6.18 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex "I", and provide it to the DND Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

Solicitation No. - N° de l'invitation  
EN438-167003/B  
Client Ref. No. - N° de réf. du client  
EN438-16-7003

Amd. No. - N° de la modif.  
File No. - N° du dossier  
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## **ANNEX "A", STATEMENT OF WORK**

Provided as a separate attachment

**ANNEX “B”, BASIS OF PAYMENT**

**Pricing Periods:**

Year 1 January 1, 2017 to December 31, 2017; Year 2 January 1, 2018 to December 31 2018  
 Year 3 (optional) January 1, 2019 to December 31, 2019.

*Text in italics will be deleted from the resulting contract.*

**Pricing Basis "A", Firm all-inclusive Hourly Rates for Labour of Contractor and their subcontractors**

**LABOUR:** Firm hourly rates for Contractor and subcontractors, including but not limited to: overhead, standard equipment and profit. Rates do not include HST. Standard equipment consists of items required for the normal performance of work, including personal protective equipment, camera, hand tools (chain saws, shovels, rakes, etc), handheld GPS (minimum accuracy of ± 3 m), computers and software, detector (Schonstedt or similar), two-way radio and cellular phone. Labour rates will be used for approved productive work, waiting and travel.

**Method of Evaluation:**

*Extended Item Pricing = Hours of Estimated Usage x (Firm Hourly Rates for Years 1+2+3)*

*Total Price for Pricing Basis “A” = sum of Extended Item Pricing for items 1 to 18.*

<b>Category of Personnel</b>	<b>Hours of Estimated Usage</b>	<b>Year 1 Firm Hourly Rates</b>	<b>Year 2 Firm Hourly Rates</b>	<b>Year 3 Firm Hourly Rates</b>
1. Project Manager (PM)	800	\$	\$	\$
2. UXO Project Leader (UXOPL)	1100	\$	\$	\$
3. UXO Field Supervisor (UXOFS)	1100	\$	\$	\$
4. UXO Safety Officer (UXOSO)	1120	\$	\$	\$
5. UXO Quality Control Specialist (UXOQCS)	1120	\$	\$	\$
6. UXO Quality Manager	3300	\$	\$	\$
7. UXO Technician Supervisor (UXOTS)	11000	\$	\$	\$
8. UXO Technician (UXOT)	700	\$	\$	\$
9. Project Geophysicist (Project Geo)	1100	\$	\$	\$
10. Field Geophysicist (Field Geo)	1100	\$	\$	\$
11. Geographical Information System Analyst (GIS Analyst)	700	\$	\$	\$
12. Administrative Assistant (Admin)	700	\$	\$	\$
13. Field Biologist	700	\$	\$	\$
14. Vegetation Removal Personnel	700	\$	\$	\$
15. General Labourers	1100	\$	\$	\$
16. Heavy Equipment Operator non UXOT	400	\$	\$	\$
17. Archaeologist	700	\$	\$	\$
18. Junior Archaeologist	700	\$	\$	\$

## Pricing Basis "B", Rental Rates, Daily Field Consumable Rates

### Disbursements

Any requirements and costs for subcontractors, materials, supplies, or rental of non-standard equipment must be identified in the signed TA Form and the claims for payment.

**Rental of Non-Standard Equipment:** Rental and non-standard equipment must be at actual cost and must not exceed the corresponding rates in Pricing Basis "B". Rental rate of commercial equipment which is custom made and does not have an industry standard rental rate must be negotiated by Contract Authority before task authorization is approved.

**Materials and supplies:** Materials and supplies will be reimbursed at actual cost to Contractor with no mark-up or overhead for Contractor and must not exceed the corresponding rates in Pricing Basis "B".

**Daily field consumables:** The Contractor must provide with each TA a price list for the materials and supplies that will be used on site each day. If the DND PM accepts the costs, the Contractor does not have to provide an itemized list or receipts for those items when they are used on-site. However, the Contractor must provide the receipts to the DND PM upon requested.

**Subcontractors:** Costs of subcontractors will be reimbursed at actual cost to Contractor with no mark-up or overhead for Contractor. Charge out rates for subcontractors must not exceed corresponding rates from Pricing Basis "A".

**Travel and living:** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel and living expenses must have prior authorization of the DND PM prior to any travel. All payments are subject to government audit.

**Vehicles:** The Contractor is entitled to mileage for their company owned or leased vehicles while travelling and on-site. The Contractor may not charge a rental fee for company owned or leased vehicles. The Contractor may charge for the rental fee and the fuel costs for vehicles it has rented but may not charge a mileage fee for those vehicles.

### Method of Evaluation:

*Extended Item Pricing for Daily Rental of Equipment for rental up to 7 days = Estimated Usage x (Firm Daily Rate for Years 1+2+3)*

*Extended Item Pricing for Weekly Rental of Equipment for rental up to 4 Weeks = Estimated Usage x (Firm Daily Weekly Rate for Years 1+2+3)*

*Extended Item Pricing for Monthly Rental of Equipment = Estimated Usage x (Firm Monthly Rate for Years 1+2+3)*

*Extended Item Pricing for Field Consumables = Estimated Usage x (Firm Rate for Years 1+2+3)*

*Total Price for Pricing Basis "B" = (Extended Item Pricing for Daily Rental of Equipment for rental up to 7 days for items 1 to 13) + (Extended Item Pricing for Weekly Rental of Equipment for rental up to 4 Weeks for items 1 to 13) + (Extended Item Pricing for Monthly Rental of Equipment for items 1 to 13) + (Extended Item Pricing for Monthly Rental of Equipment for items 1 + 2)*

<b>Item</b>	<b>Daily Rental of Equipment for rental up to 7 days</b>	<b>Estimated Usage</b>	<b>Year 1 Firm Daily Rate</b>	<b>Year 2 Firm Daily Rate</b>	<b>Year 3 Firm Daily Rate</b>
1	EM61 Hand held	5	\$	\$	\$
2	EM61 Wheeled coils	5	\$	\$	\$
3	Custom array and tow vehicle as per section No. 02-006 Digital Geophysical Mapping paragraph 5.61	5	\$	\$	\$
4	RTK Base Station & Rover	5	\$	\$	\$
5	Additional Rover	5	\$	\$	\$
6	Portable toilet	5	\$	\$	\$
7	Site trailer minimum size 20' x 8'	5	\$	\$	\$
8	Portable storage container Minimum size 20' x 8'	5	\$	\$	\$
9	Portable Generators	5	\$	\$	\$
10	Strapping Machine	5	\$	\$	\$
11	Portable Lighting	5	\$	\$	\$
12	Tent minimum size 10' x 10'	5	\$	\$	\$
13	Tent Heater	5	\$	\$	\$
<b>Item</b>	<b>Weekly Rental of Equipment for rental up to 4 Weeks</b>		<b>Year 1 Firm Weekly Rate</b>	<b>Year 2 Firm Weekly Rate</b>	<b>Year 3 Firm Weekly Rate</b>
1	EM61 Hand held	3	\$	\$	\$
2	EM61 Wheeled coils	3	\$	\$	\$
3	Custom array and tow vehicle as per section No. 02-006 Digital Geophysical Mapping paragraph 5.61	3	\$	\$	\$
4	RTK Base Station & Rover	3	\$	\$	\$
5	Additional Rover	3	\$	\$	\$
6	Portable toilet	3	\$	\$	\$
7	Site trailer minimum size 20' x 8'	3	\$	\$	\$
8	Portable storage container Minimum size 20' x 8'	3	\$	\$	\$
9	Portable Generators	3	\$	\$	\$
10	Strapping Machine	3	\$	\$	\$
11	Portable Lighting	3	\$	\$	\$
12	Tent minimum size 10' x 10'	3	\$	\$	\$
13	Tent Heater	3	\$	\$	\$

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<b>Item</b>	<b>Monthly Rental of Equipment</b>	<b>Estimated Usage</b>	<b>Year 1 Firm Monthly Rate</b>	<b>Year 2 Firm Monthly Rate</b>	<b>Year 3 Firm Monthly Rate</b>
1	EM61 Hand held	5	\$	\$	\$
2	EM61 Wheeled coils	5	\$	\$	\$
3	Custom array and tow vehicle as per section No. 02-006 Digital Geophysical Mapping paragraph 5.61	10	\$	\$	\$
4	RTK Base Station & Rover	5	\$	\$	\$
5	Additional Rover	5	\$	\$	\$
6	Portable toilet	5	\$	\$	\$
7	Site trailer minimum size 20' x 8'	5	\$	\$	\$
8	Portable storage container Minimum size 20' x 8'	5	\$	\$	\$
9	Portable Generators	5	\$	\$	\$
10	Strapping Machine	5	\$	\$	\$
11	Portable Lighting	5	\$	\$	\$
12	Tent minimum size 10' x 10'	5	\$	\$	\$
13	Tent Heater	5	\$	\$	\$
<b>Item</b>	<b>Field Consumables</b>	<b>Estimated Usage</b>	<b>Year 1 Firm Rate</b>	<b>Year 2 Firm Rate</b>	<b>Year 3 Firm Rate</b>
1	Safety Equipment: Fire extinguisher, first aid kit,	5	\$	\$	\$
2	Tarp minimum size 10' x 20'	100	\$	\$	\$



## **ANNEX “C”, INSURANCE REQUIREMENTS**

### **1. Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to: Director

Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042, Ottawa,  
Ontario, K1A 0H8

For other provinces and territories, send to: Senior

General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

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

## **2. Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

### 3. Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Professional Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Professional Liability policy must include the following:
  - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

### 4. Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b) Accident Benefits - all jurisdictional statutes
  - c) Uninsured Motorist Protection
  - d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e) OPCF/QEF/SEF #4a - Permission to Carry Explosives
  - f) Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

<p><b>All invoices/progress claims must show the reference Contract and Task numbers.</b> <b>Toutes les factures doivent indiquer les numéros du contrat et de la tâche.</b></p>		Contract no. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<p><b>TO THE CONTRACTOR</b></p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p><b>À L'ENTREPRENEUR</b></p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location – Expédiez à		
Delivery/Completion date – Date de livraison/d'achèvement	<p>_____</p> <p>Date for the Department of National Defence pour le ministère de la Défense nationale</p>	
<b>Contract item no. N° d'article du contrat</b>	<b>Services</b>	<b>Cost Prix</b>
	GST/HST TPS/TVH	
	Total	
<p><b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p><b>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC :</b> La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>		
<p>_____</p> <p>for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</p>		

## Instructions for completing DND 626 - Task Authorization

### Contract no.

Enter the PWGSC contract number in full.

### Task no.

Enter the sequential Task number.

### Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

### Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

### Previous value

Enter the previous total dollar amount including taxes.

### To

Name of the contractor.

### Delivery location

Location where the work will be completed, if other than the contractor's location.

### Delivery/Completion date

Completion date for the task.

### for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

### Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

### Cost

The cost of the Task broken out into the individual costed items in **Services**.

### GST/HST

The GST/HST cost as appropriate.

### Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

### Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

### Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

## Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

### N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

### N° de la tâche

Inscrivez le numéro de tâche séquentiel.

### N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

### Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

### Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

### À

Nom de l'entrepreneur.

### Expédié à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

### Date de livraison/d'achèvement

Date d'achèvement de la tâche.

### pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

### Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

### Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

### TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

### Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

### Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

### Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

**ANNEX “E”, Aboriginal Participation Component**

A minimum of one of the following benefits must be included in the Aboriginal Participation Component of the Contract:

1. Labour benefits: Aboriginal peoples may be preferentially hired, fulfilling an agreed upon number of Aboriginal employees. Training for these positions also could be provided through local classes and apprenticeships or scholarships and bursaries could be provided.
2. Economic development benefits: Recognition and support of relevant local Aboriginal businesses that are registered on the Aboriginal Business Directory through preferential sub-contracting, as long as local businesses are able to provide goods and services at competitive prices in an efficient and timely manner.
3. Community benefits: Funding for youth programs, social programs, community projects and physical infrastructure; the facilitation of on-going communication between the Contractor and the community through the establishment of advisory committee meetings hosted and funded by the successful bidder.
4. Environmental benefits: Establishment of environmental planning and monitoring committees; reclamation commitments; ongoing efforts to minimize harmful activity in culturally significant areas.

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**ANNEX "F", TECHNICAL EVALUATION**

Will be provided in an amendment.

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**ANNEX "G" to PART 5 - BID SOLICITATION, FEDERAL CONTRACTORS PROGRAM FOR  
EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

A1. The Bidder certifies having no work force in Canada.

A2. The Bidder certifies being a public sector employer.

A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).

A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

**OR**

B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



Solicitation No. - N° de l'invitation  
EN438-167003/B  
Client Ref. No. - N° de réf. du client  
EN438-16-7003

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-5-44218

Buyer ID - Id de l'acheteur  
KIN519  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX “H” to PART 3 OF THE BID SOLICITATION, ELECTRONIC PAYMENT INSTRUMENTS**

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

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);
- ( ) Wire Transfer (International Only);
- ( ) Large Value Transfer System (LVTS) (Over \$25M)

**Annex “I”, Non-Disclosure Agreement**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. EN438-167003/KIN/00\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and the Minister of National Defence, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: EN438-167003/KIN/00\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date