



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NL

A1C 5T2

Bid Fax: (709) 772-4603

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### Proposal To: Public Works and Government Services Canada

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

### Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

### Comments - Commentaires

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

PWGSC / TPGSC - Nfld. Region

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NL

A1C 5T2

<b>Title - Sujet</b> ISO Surveillance and Audit Services	
<b>Solicitation No. - N° de l'invitation</b> W0123-190001/A	<b>Date</b> 2019-08-01
<b>Client Reference No. - N° de référence du client</b> W0123-190001	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XAQ-031-7328	
<b>File No. - N° de dossier</b> XAQ-9-42057 (031)	<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 2019-08-19</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Daylight Saving Time NDT
<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> Baird, Janice	<b>Buyer Id - Id de l'acheteur</b> xaq031
<b>Telephone No. - N° de téléphone</b> (709) 682-1588 ( )	<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 WING GOOSE BAY HAPPY VALLEY-GOOSE Newfoundland and Labrador A0P1C0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b> See Herein	<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 Requirement, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, Travel and Living Guidelines, and Code of Conduct Certification.

### **1.2 Summary**

Title: ISO Surveillance and Audit Services Registrar Certification Services

The Department of National Defence has a requirement for the provision of ISO 14001:2015 certified internal audit services to 5 Wing Goose Bay for a three (3) year period as follows:

- a) 2019 EMS and Compliance internal audit to the ISO 14001:2015 Standard;
- b) 2020 EMS and Compliance internal audit to the ISO 14001:2015 Standard; and
- c) 2021 EMS and Compliance internal audit to the ISO 14001:2015 Standard

The auditor is required to provide third party assessment of the Environment Management System and a compliance audit conducted concurrently to verify compliance to ISO 14001:2015 within the timeframe outlined. Please refer to the statement of work for details.

- 1.2.1 The requirement is limited to Canadian goods and/or services.
- 1.2.2 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

### **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.

### **1.4      Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

## 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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

The 2003 standard instructions is amended as follows:

- Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows:
  - subsection 2. is deleted entirely and replaced with the following:
    2. epost Connect
      - a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
        - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

or, if applicable, the email address identified in the bid solicitation.

- ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
  - b. To submit a bid using epost Connect service, the Bidder must either:
    - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
    - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
  - c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the

- message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
  - e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
  - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
  - g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
    - i. receipt of a garbled, corrupted or incomplete bid;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the bid;
    - v. failure of the Bidder to properly identify the bid;
    - vi. illegibility of the bid;
    - vii. security of bid data; or,
    - viii. inability to create an electronic conversation through the epost Connect service.
  - h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
  - i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
  - j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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.

## 2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Janice Baird  
Public Services and Procurement Canada  
The John Cabot Building  
10 Barter's Hill, St. John's, NL A1C 5T2

or

Electronic submissions may be sent to:

PWGSC Bid Receiving Unit in Newfoundland and Labrador:

[TPSGC.RAReceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@tpsgc-pwgsc.gc.ca).

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

or

Facsimile submissions may be faxed to :

(709) 772-4603

## 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.

## 2.3 Former Public Servant - Competitive Bid

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:

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services](#)

Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the 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:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 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:

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

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

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 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

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eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to 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 Newfoundland and Labrador.

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.

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

### **3.1 Bid Preparation Instructions**

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

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

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

**This RFP document must be signed on page 1 and clauses completed where fill-ins appear in the document. Return the signed and completed document as part of your bid package.**

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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>). 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.

## **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B.

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

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

If Annex “C” 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.

## **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**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management, financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

**Mandatory Requirements:** The following list of mandatory requirements must be met. Supporting documentation is required with the bid to clearly show how each criteria is met. Those bids that do not show that they meet the mandatory requirements will be deemed non-responsive and not evaluated further.

#### **Required Qualifications for Internal EMS and Compliance ISO 14001:2015 Audits – 5 Wing**

1. The audit team must consist of 2 certified auditors on site and provide copies of current certificates as certified Environmental Professionals - Environmental Management System Lead Auditors (certified by the Canadian Environmental Certifications Advisory Board). Both auditors must have Environmental Management System Lead Auditors Certificates (EMS LA).
2. The audit team must demonstrate that they have a minimum of 5 years' experience in conducting ISO 14001 audits and demonstrate that they have conducted audits using the ISO 14001:2015 Standard.

Preference may be given to audit teams that have experience in ISO 14001 audits with the Department of National Defence, preferable within the Canadian Air Force.

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Mandatory Technical Criteria**

**A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.**

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

### **5.2 Certifications Precedent to 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

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

#### **5.2.3.1 Canadian Content Certification**

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6\(9\)](#), Example 2, of the [Supply Manual](#).

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive

**5.2.3.1.1** *SACC Manual* clause [A3050T](#) (2018-12-06) Canadian Content Definition.

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

**5.2.3.2.1** *SACC Manual* clause [A3010T](#) (2010-08-16), Status and Availability of Resources

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

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

#### **5.2.3.4 Workers Compensation**

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 3 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.

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

### **6.1 Security Requirements**

There are no security requirements associated with this requirement.

### **6.2 Insurance Requirements**

#### **6.2.1 Insurance - Proof of Availability Prior to Contract Award**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D.

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

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Requirement – Contract

The Contractor must perform the Work in accordance with the Statement of Requirement at Annex A.

### 7.2 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.

#### 7.2.1 General Conditions

2010B (2018-06-21), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

The period of the Contract is from \_\_\_\_\_ (*fill in start date of the period*) to \_\_\_\_\_ inclusive (*fill in end date of the period*).

### 7.4 Authorities

#### 7.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Janice Baird, Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
John Cabot Building, 7<sup>th</sup> Floor  
10 Barter's Hill  
St. John's, NL A1C 5T2

Telephone: 709-682-1588  
Facsimile: 709-772-4603  
E-mail address: [janice.baird@pwgsc-tpsgc.gc.ca](mailto:janice.baird@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.

#### 7.4.2 Project Authority

*Use the following clause when the term "Project Authority" will be included in the contract. If the term "Technical Authority" will be used instead, use SACC Manual clause [A1030C](#).*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

*(Insert or delete as applicable)*

In its absence, the Project Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

The Project Authority is the representative of the department or agency for whom the Work 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 Project Authority; however, the Project Authority 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.

#### **7.4.3 Contractor's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

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

#### **7.6 Payment**

##### **7.6.1 Basis of Payment**

All payments will be in accordance with the Basis of Payment at Annex B.

## 7.6.2 Basis of payment — Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex A for a cost of \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## 7.6.3 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

## 7.6.4 Method of Payment

SACC Manual clause H3010C (2016-01-28) Milestone Payments - Not subject to holdback

## 7.6.5 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 7.7 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.
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.

## 7.8 Certifications and Additional Information

### 7.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 7.8.2 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.

## 7.8.3 SACC Manual Clauses

A3060C	(2008-05-12)	Canadian Content Certification
A9068C	(2010-01-11)	Government Site Regulations
A1009C	(2008-05-12)	Work Site Access
D5324C	(2007-11-30)	Inspection
A9117C	(2007-11-30)	T1204 - Direct Request by Customer Department

## 7.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

## 7.10 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) the general conditions 2010B (2018-06-21) Professional Services - Medium Complexity;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Insurance Requirements (*if applicable*);
- (f) 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)*).

## 7.11 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. 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

Solicitation No. - N° de l'invitation  
W0123-190001/A  
Client Ref. No. - N° de réf. du client  
W0123-190001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-9-42057

Buyer ID - Id de l'acheteur  
xaq031  
CCC No./N° CCC - FMS No./N° VME

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Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **ANNEX A - STATEMENT OF WORK**

### **ISO SURVEILLANCE AND AUDIT SERVICES**

### **REGISTRAR CERTIFICATION SERVICES**

#### **Section 1.0 – Scope**

##### **1.1 Purpose**

The Department of National Defence has a requirement to provide ISO 14001:2015 certified internal audit services to 5 Wing Goose Bay for a three (3) year period as follows:

- d) 2019 EMS and Compliance internal audit to the ISO 14001:2015 Standard;
- e) 2020 EMS and Compliance internal audit to the ISO 14001:2015 Standard; and
- f) 2021 EMS and Compliance internal audit to the ISO 14001:2015 Standard to be completed no later than 31 August 2021.

##### **1.2 Background**

- 1.2.1 Military Training is a major component of operations at 5 Wing Goose Bay, Labrador, NL and has been ISO 14001 certified since October 2003 and has undergone re-certification every 3 years since. The process of re-certification includes a series of concurrent internal EMS and Compliance audits over a three (3) year period with re-certification occurring in the third year. 5 Wing received ISO 14001: 2015 certification in January 2019 and is due for re-certification again in 2021.
- 1.2.2 In order to maintain ISO 14001 certification, EMS and Compliance audits will be conducted at 5 Wing Goose Bay in the fall of 2019 and 2020 prior to the Registrars Surveillance audit and in the fall of 2021 prior to the Registrar's re-certification audit. Internal independent EMS and Compliance audits are required to identify non compliance issues and identify areas for improvement to be addressed prior to annual Registrars audits.
- 1.2.3 Audits will be conducted in buildings 271, 250 (Hanger 8), the Mosquito Shooting Range and the Dakota Shooting range at 5 Wing Goose Bay. One remote site, the Practice Target Area (inert bombing range and austere runway) located 65 NM southeast of 5 Wing Goose Bay will require a compliance audit.
- 1.2.4 The 5 Wing EMS is under the authority of the Wing Commander and covers a workforce of approximately 87 CF Military and 31 Civilian employees of which about 20 employees are directly involved in implementing the EMS.

##### **1.3 Terminology**

CO:	Commanding Officer
DAOD:	Defence Administrative Orders and Directives
DND:	Department of National Defence (5 Wing Goose Bay)
EMS:	Environmental Management System
ISO 14001:2015	International Organizations for Standardization 2015 Standard
OC RPOps(N)	Officer Commanding Real Properties Operations North (Goose (Goose Bay)

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OSS:	Operations Support Squadron
MitO	Mitigation Officer (EMS Coordinator)
MSS:	Mission Support Squadron
PAO	Public Affairs Officer
PropO	Properties Officer
TADO	Training Area Development Officer
WArmsO	Wing Armaments Officer
WCLO	Wing Community Liaison Officer
WComd	Wing Commander 5 Wing
WEnvO	Wing Environment Officer

## **Section 2.0 - Applicable Documents**

- 2.1.1 Mitigation Orders (2 pdf files)<sup>1</sup>
- 2.1.2 MTGB EMS (pdf file)<sup>1</sup>
- 2.1.3 ISO 14001:2015 EMS standard (Environmental Management Systems – Requirements with Guidance for Use) <https://www.iso.org/standard/60857.html>
- 2.1.4 DAOD 4003-0 Environmental Protection and Stewardship: <https://www.canada.ca/en/department-national-defence/corporate/policies-standards/defence-administrative-orders-directives/4000-series/4003/4003-0-environmental-protection-and-stewardship.html>

<sup>1</sup> documents will be provided on site during the audit in hard copy

## **Section 3.0 – Requirements**

- 3.1** The auditor is required to provide third party assessment of the Environment Management System and a compliance audit conducted concurrently to verify compliance to ISO 14001:2015 within the timeframe outlined in section 1.1. PURPOSE. The internal EMS and compliance audit process will be broken down into Phases. The completion of each phase, in accordance with the terms and conditions of this contract, will indicate a milestone for the purposes of the Bases of payment (See Annex B – Basis of Payment). The three phases are as follows:

- a) Phase 1: 2019 internal EMS and compliance audit;
- b) Phase 2: 2020 internal EMS and compliance audit; and
- c) Phase 3: 2021 internal EMS and compliance audit.

The auditors shall satisfy the following requirements:

### **3.1.1 Phase 1 (2019). Tasks:**

- a) Carry out internal EMS and compliance audit services in order to evaluate the 5 Wing MTGB EMS documentation as required and identify corrective actions and identify areas for improvement where necessary
- b) Issue an Audit Plan no later than 2 weeks prior to the scheduled audit.
- c) Provide a power point presentation of the draft EMS and Compliance audit findings at the closing meeting.

- d) Provide subject matter expertise to the EMS Management review Committee and the EMS Coordinator to schedule audit timings, interviews and identify corrective measures and opportunities for improvement in preparation for future Registrar Surveillance and re-registration audits.
- e) The bidders are required to include work plans and schedules for conducting the internal EMS and Compliance audit activities. This work plan shall outline access and information requirements needed to accomplish the work.

#### **3.1.2 Phase 2 (2020). Tasks:**

- a) Carry out internal EMS and compliance audit services in order to evaluate the 5 Wing MTGB EMS documentation as required and identify corrective actions and identify areas for improvement where necessary
- b) Issue an Audit Plan no later than 2 weeks prior to the scheduled audit.
- c) Provide a power point presentation of the draft EMS and Compliance audit findings at the closing meeting.
- d) Provide subject matter expertise to the EMS Management review Committee and the EMS Coordinator to schedule audit timings, interviews and identify corrective measures and opportunities for improvement in preparation for future Registrar Surveillance and re-registration audits.
- e) The bidders are required to include work plans and schedules for conducting the internal EMS and Compliance audit activities. This work plan shall outline access and information requirements needed to accomplish the work.

#### **3.1.3 Phase 3 (2021): Tasks:**

- a) Carry out internal EMS and compliance audit services in order to evaluate the 5 Wing MTGB EMS documentation as required and identify corrective actions and identify areas for improvement where necessary
- b) Issue an Audit Plan no later than 2 weeks prior to the scheduled audit.
- c) Provide a power point presentation of the draft EMS and Compliance audit findings at the closing meeting.
- d) Provide subject matter expertise to the EMS Management review Committee and the EMS Coordinator to schedule audit timings, interviews and identify corrective measures and opportunities for improvement in preparation for future Registrar Surveillance and re-registration audits.
- e) The bidders are required to include work plans and schedules for conducting the internal EMS and Compliance audit activities. This work plan shall outline access and information requirements needed to accomplish the work.

#### **3.1.4 Proposed Audit schedule 2019-2020:**

##### **AUDIT SCHEDULE 2019:**

Schedule	5 Wing Goose Bay Dates 2019 (proposed)
Audit	Environmental Compliance and Environmental Management System Audit Proposed Timings
Audit Opening Meeting	28 August 2019
On Site Audit (3 working days)	28-30 August 2019
Audit Closing Meeting	30 August 2019
Draft Audit Report Due (presentation)	30 August 2019
Final Audit Report Due	9 September 2019
Proposed arrival date for audit team*	27 August 2019
Proposed departure date for audit team*	30 August 2019
Days audit team requiring accommodations and on site vehicle*	27-29 August 2019 (3 days)

Note 1: DND to cover cost for air travel, food (on Base Sodexo Dining Hall), and accommodations (on Base Barracks) during the audit.

Note 2: on site transportation cost (rental vehicle) to be included in the cost of the contract.

#### AUDIT SCHEDULE 2020:

Schedule	5 Wing Goose Bay Dates 2020 (proposed)
Audit	Environmental Compliance and Environmental Management System Audit Proposed Timings
Audit Opening Meeting	26 August 2020
On Site Audit (3 working days)	26-28 August 2020
Audit Closing Meeting	28 August 2020
Draft Audit Report Due (presentation)	28 August 2020
Final Audit Report Due	7 September 2020
Proposed arrival date for audit team*	25 August 2020
Proposed departure date for audit team*	28 August 2020
Days audit team requiring accommodations and on site vehicle*	25-27 August 2020 (3 days)

Note 1: DND to cover cost for air travel, food (on Base Sodexo Dining Hall), and accommodations (on Base Barracks) during the audit.

Note 2: on site transportation cost (rental vehicle) to be included in the cost of the contract.

#### AUDIT SCHEDULE 2021:

Schedule	5 Wing Goose Bay Dates 2021 (proposed)
Audit	Environmental Compliance and Environmental Management System Audit Proposed Timings
Audit Opening Meeting	26 August 2021
On Site Audit (3 working days)	26-28 August 2021
Audit Closing Meeting	28 August 2021
Draft Audit Report Due (presentation)	28 August 2021
Final Audit Report Due	7 September 2021
Proposed arrival date for audit team*	25 August 2021
Proposed departure date for audit team*	28 August 2021
Days audit team requiring accommodations and on site vehicle*	25-27 August 2021 (3 days)

Note 1: DND to cover cost for air travel, food (on Base Sodexo Dining Hall), and accommodations (on Base Barracks) during the audit.

Note 2: on site transportation cost (rental vehicle) to be included in the cost of the contract.

### **3.2 General Technical Requirements**

- 3.3.1 Audit scope shall be sufficient to enable a thorough evaluation and effectiveness of the EMS and compliance obligations for the MTGB EMS within 5 Wing Goose Bay, the PTA and Training area. The contractor is to complete the tasks as outlined in section 3.1 carrying out interviews with key personnel including management (WComd, CO OSS, CO MSS, CO 444 Squadron, OC RPOS(N), PAO, TADO, WArmsO, MitO, WEnvO, WCLO and PropO) and reviewing applicable documentation (section 2.0) and other records. The audit report must contain lists of all documents reviewed, all personnel interviewed and the names of those present at the opening and closing meetings

### **3.3 Detailed Technical Requirements**

- 3.3.1 The audit is to be conducted in compliance with the ISO 14001:2015 Standard and all auditing procedures are to be carried out IAW national and international auditing standards (CAN/CSA-ISO 14001-16 (ISO 14001:2015 IDT) <https://www.scc.ca/en/standardsdb/standards/28367>
- 3.3.2 The on site auditors shall hold valid certificates in the Canadian Environmental Auditing Association (CEAA) and be Certified Environmental Auditors (CEA). At least one auditor must have a Environmental Management System Lead Auditors Certificate (EMS LA).

### **3.4 Constraints**

- 3.4.1 The auditors must conduct the work during regular working hours at 5 Wing Goose which are weekdays from 8 am to 4 pm.
- 3.4.2 A portion of the work occurs in the Practice Target Area (PTA), a remote wilderness area. The majority of the work is at 5 Wing, a secure location, requiring escorts and temporary security passes.

### **3.5 CAF Responsibilities:**

- 3.5.1 The auditors can expect the full support of the 5 Wing MTGB EMS team. 5 Wing Goose Bay will provide escorts and temporary security passes during the audit;
- 3.5.2 5 Wing Goose Bay will provide air transportation to and from the PTA, and ground transportation to the Dakota Range, and Mosquito Range;
- 3.5.3 5 Wing Goose Bay will cover the cost for air travel to the PTA;
- 3.5.4 5 Wing Goose Bay will provide meal cards for food at Sodexo Dining Hall;
- 3.5.5 5 Wing Goose Bay will provide accommodations in Barracks at CFB Goose Bay during the audit; and;
- 3.5.6 5 Wing will provide a reasonable amount of office space and standard equipment including telephones, fax service, and photocopying will be made available. Internet connectivity may not be available at all 5 Wing sites and is unavailable at the PTA.

### **3.6 Contractors Responsibilities:**

3.6.1 The auditors will be responsible for their own PPE.

### **Section 4.0 – Deliverables**

4.1 The auditors are required to provide the necessary planning and schedule documents outlining assessment activities, corrective action requirements, areas for improvements, advice and guidance required by the Wing Commander, EMS Management Review Committee and the EMS Coordinator to facilitate a successful Registrar's surveillance and re-registration audits and ultimately successful re-certification in 2021, on a timeline that the surveillance and re-registration dates are met/ The deliverables shall include, but not limited to, the following:

4.2 Internal EMS and Compliance Audit Plans and Schedules.

4.3 Progress and Status reports to the EMS Coordinator throughout the audit and summarized at the end of each day.

## **ANNEX "B"**

### **BASIS OF PAYMENT**

#### **BASIS OF PAYMENT:**

Subject as hereinafter provided, you will be paid the cost reasonably and properly incurred in performance of the work; Harmonized Sales Tax extra and to be shown as a separate item on all claims for payment, in accordance with the following:

**Bidder is to provide a firm all-inclusive price (all costs/fees included) per Audit.**

1. Phase 1: 2019 internal EMS and compliance audit at a firm price of: \$ \_\_\_\_\_
2. Phase 2: 2020 internal EMS and compliance audit at a firm price of: \$ \_\_\_\_\_
3. Phase 3: 2021 internal EMS and compliance audit at a firm price of: \$ \_\_\_\_\_

## **ANNEX “C” 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 "D"

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

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

**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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

**ANNEX "E"**

**INFORMATION FOR CODE OF CONDUCT CERTIFICATION**

**(TO BE COMPLETED BY OFFEROR)**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

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2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

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3. For a Joint Venture - the names of all current members of the Joint venture;

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4. For an individual - the full name of the person

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