



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Director Services Contracting 4 (D Svcs C 4)  
Attention: Sharon Sally, Procurement Officer  
By e-mail to:  
[DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca](mailto:DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca)

#### Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

#### Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

#### Comments – Commentaires

#### Solicitation Closes – L'invitation prend fin

At: – à :

02:00 PM Eastern Standard Time (EST)

On: – le :

02 December 2019

<b>Title – Titre</b> Environmental and Hazardous Substance Management Consultant	<b>Solicitation No. – N° de l'invitation</b> W6369-20-X023
<b>Date of Solicitation – Date de l'invitation</b> 07 November 2019	
<b>Address Enquiries to: – Adresser toutes questions à :</b>  Sharon Sally by e-mail to <a href="mailto:sharon.sally@forces.gc.ca">sharon.sally@forces.gc.ca</a>  or  <a href="mailto:DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca">DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca</a>	
<b>Telephone No. – N° de téléphone</b> 819-939-8990	<b>FAX No. – N° de fax</b>
<b>Destination</b>  National Defence Headquarters 101 Colonel By Drive Ottawa, Ontario K1A 0K2	

**Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**

**Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

<b>Delivery Required – Livraison exigée</b>	<b>Delivery Offered – Livraison proposée</b>
<b>Vendor Name and Address – Raison sociale et adresse du fournisseur</b>	
<b>Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)</b>	
<b>Name – Nom</b> _____	<b>Title – Titre</b> _____
<b>Signature</b> _____	<b>Date</b> _____

---

**TABLE OF CONTENTS**

<b>PART 1 - GENERAL INFORMATION</b> .....	<b>4</b>
1.1 INTRODUCTION.....	4
1.2 SUMMARY .....	4
1.3 DEBRIEFINGS.....	4
<b>PART 2 - BIDDER INSTRUCTIONS</b> .....	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 FORMER PUBLIC SERVANT.....	6
2.4 ENQUIRIES - BID SOLICITATION.....	7
2.5 APPLICABLE LAWS.....	7
2.6 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY .....	7
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b> .....	<b>8</b>
3.1 BID PREPARATION INSTRUCTIONS .....	8
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b> .....	<b>11</b>
4.1 EVALUATION PROCEDURES.....	11
4.2 BASIS OF SELECTION.....	11
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION</b> .....	<b>20</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	20
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	20
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS</b> .....	<b>23</b>
6.1 SECURITY REQUIREMENTS .....	23
<b>PART 7 - RESULTING CONTRACT CLAUSES</b> .....	<b>23</b>
7.1 STATEMENT OF WORK.....	23
7.2 STANDARD CLAUSES AND CONDITIONS.....	23
7.3 SECURITY REQUIREMENTS .....	25
7.4 TERM OF CONTRACT .....	25
7.5 AUTHORITIES .....	25
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	26
7.7 PAYMENT .....	27
7.8 INVOICING INSTRUCTIONS .....	27
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	28
7.10 APPLICABLE LAWS.....	28
7.11 PRIORITY OF DOCUMENTS .....	28
7.12 DEFENCE CONTRACT .....	29
7.13 INSURANCE .....	29
7.14 CANADIAN FORCES SITE REGULATIONS.....	29
7.15 PROFESSIONAL SERVICES .....	29
7.16 NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES 29	
7.17 DISPUTE RESOLUTION SERVICES .....	29
7.18 CONTRACT ADMINISTRATION .....	29
<b>ANNEX "A"</b> .....	<b>30</b>
STATEMENT OF WORK .....	30
<b>ANNEX "B"</b> .....	<b>37</b>

BASIS OF PAYMENT .....	37
<b>ANNEX "C" .....</b>	<b>38</b>
NON-DISCLOSURE AGREEMENT .....	38

## **TITLE: ENVIRONMENTAL AND HAZARDOUS SUBSTANCE MANAGEMENT CONSULTANT**

Bid solicitation W6369-20-X023 is issued for the provision of the following professional services: One (1) Environmental and Hazardous Substance Management Consultant to provide a Hazardous Materials Management Program for Director General Environment and Sustainable Management of the Department of National Defence.

### **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 Attachments include the Pricing Schedule, Technical Criteria and Additional Certifications Precedent to Contract Award.

The Annexes include the Statement of Work, Basis of Payment and Non-Disclosure Agreement.

#### **1.2 Summary**

- 1.2.1 This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (the "Client") for the provision of Professional Services for one (1) Environmental and Hazardous Substance Management Consultant to provide a Hazardous Materials Management Program for Director General Environment and Sustainable Management. It is intended to result in the award of one (1) contract for approximately five (5) months.
- 1.2.2 There is no security requirement applicable to the Contract.
- 1.2.3 The requirement is limited to Canadian services.

#### **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](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

Section 02, Procurement Business Number, is deleted in its entirety.

In section 05, Submission of bids, subsection 2.d is deleted in its entirety and replaced with the following:

- d. send its bid only to the Department of National Defence organization receiving the bids as specified on page 1 of the bid solicitation;

In section 05, Submission of bids, subsection 4 is amended as follows:

Delete: 60 days  
Insert: ninety (90) calendar days

Section 06, Late bids, is deleted in its entirety.

In section 07, Delayed bids, the text is deleted in its entirety and replaced with the following:

It is the Bidder's responsibility to ensure that its entire bid submission has been received. Misrouting or other electronic delivery issues outside of Canada's e-mail system and firewalls resulting in the late submission of bids are not acceptable reasons for the bid to be accepted by the Department of National Defence.

In section 08, Transmission by facsimile or by epost Connect, subsections 1 and 2 are deleted in their entirety.

Section 13, Communications—solicitation period, is deleted in its entirety and replaced with the following:

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only as indicated on page 1 of the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

In section 20, Further information, subsection 2 is deleted in its entirety.

### **2.2 Submission of Bids**

Unless otherwise specified in the bid solicitation or directed by the Contracting Authority, bids must be submitted to the Department of National Defence organization by electronic mail by the date and time indicated on page 1 of the bid solicitation.

**Electronic Bid Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes in size may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.**

Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that its entire bid submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. Bidders are requested to allow sufficient time before the closing date and time when submitting their bids in the event that there are technical issues and resubmission is required. Canada will not accept any bids submitted after the closing date and time.

### 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:

- 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 five (5) 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 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 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 Basis for Canada's Ownership of Intellectual Property**

Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

## **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 (one (1) soft copy submitted by e-mail);

Section II: Financial Bid (one (1) soft copy submitted by e-mail);

Section III: Certifications (one (1) soft copy submitted by e-mail); and

Section IV: Additional Information (one (1) soft copy submitted by e-mail)

Prices should appear in the financial bid only. No prices should 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) page size;
- 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 use the environmentally-preferable format of black and white instead of colour.

#### **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 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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

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

- A.** Bidders must submit their financial bid in Canadian funds and in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in each cell requiring an entry in the pricing tables.



- B.** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- C.** When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation, and article 7.7, Payment, of Part 7 of the bid solicitation.

### **3.1.1 Exchange Rate Fluctuation**

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

### **Section III: Certifications**

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

### **Section IV: Additional Information**

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question, and, if the answer is yes, the required information.

**ATTACHMENT 1 to PART 3, PRICING SCHEDULE**

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid, for the period specified below, its quoted all-inclusive fixed daily rate (in Can \$) for the resource category identified. The Level of Services for the Contract is estimated to range from 90 to 110 days. For bidding purposes, an estimated Level of Service of 100 days is to be used.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Part 7 of the bid solicitation required to be done, delivered or performed within a 100 kilometer radius of the Ottawa, ON Work Centre.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

	Category of Personnel	All-Inclusive Fixed Daily Rate (Can \$)	Level of Services (Estimated)	Total (Can \$)
		A	B	C = A x B
<b>Contract Period: from date of contract to 30 April 2020 (estimated)</b>				
1	Environmental and Hazardous Substance Management Consultant	\$ _____	100 days	\$ _____
2	<b>Applicable Taxes</b>			\$ _____

**NOTE TO BIDDERS:** If required, DND will reduce the estimated Level of Services to ensure that the Contract value does not exceed \$85,000.00 CAD (Applicable Taxes extra).

## **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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4.

##### **4.1.1.2 Point Rated Technical Criteria**

Refer to Attachment 1 to Part 4.

#### **4.1.2 Financial Evaluation**

- 4.1.2.1 For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

### **4.2 Basis of Selection**

#### **4.2.1 Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified; and
  - d. obtain the required minimum of 45 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 75.
2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
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.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by the highest overall combined ranking based on a weighting of 70% technical and 30% price, respectively. The total available points equals 100 and the lowest evaluated price is \$150,000 (150).

**Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		87	85	80
<b>Bid Evaluated Price</b>		\$170,000.00	\$155,000.00	\$150,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$87/100 \times 70 = 60.9$	$85/100 \times 70 = 59.5$	$80/100 \times 70 = 56.0$
	<b>Pricing Score</b>	$150/170 \times 30 = 26.4$	$150/155 \times 30 = 29.00$	$150/150 \times 30 = 30.0$
<b>Combined Rating</b>		87.3	88.5	86.0
<b>Overall Rating</b>		2nd	1st	3rd

**ATTACHMENT 1 to PART 4, TECHNICAL CRITERIA**

The bid must meet the mandatory and point rated technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

The references provided by the Bidders are subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to validate the references before award of a contract. The bid will be declared non-responsive if any references given by the Bidder are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

The following definition applies for the purposes of the Mandatory Criteria below: **“Large Organization”** means a public or private sector organization of more than 500 employees. Private sector includes the parent, subsidiaries and other affiliates of the organization.

**Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately. Bid preparation instructions column is for instructions to facilitate the evaluation of the mandatory technical criterion. It is incumbent upon the bidder to demonstrate that they meet the mandatory technical criterion. This may require the bidder to provide additional information within their proposal above and beyond the instructions.

<b>Mandatory Technical Criteria (MT)</b>			
<b>#</b>	<b>Mandatory Requirement</b>	<b>Bid Preparation Instructions</b>	<b>Proposal Reference</b>
<b>The Bidder’s Proposed Resource</b>			
<b>MT1</b>	<p><b>The Bidder must demonstrate that the proposed resource has delivered a minimum of 5 hazardous substances management projects related to the Canadian Environmental Protection Act (CEPA) for (a) large organization(s)</b></p> <p><b>The total sum of time of these projects must be greater than 5 years.</b> The month(s) of experience listed for a project in which the timeframe overlaps that of another referenced project will only be counted once.</p> <p>It is incumbent upon the Bidder to demonstrate the relevance of any work experience, education or professional certification to</p>	<p>The Bidder must provide complete details as to for whom, where, when, month and year, and how (through which activities/responsibilities, the stated experience was obtained).</p> <p><b>The Bidder must provide the following information to facilitate the assessment of this criteria:</b></p> <ul style="list-style-type: none"> <li>• Project title;</li> <li>• Organization;</li> <li>• Responsibilities of the proposed resource;</li> <li>• Timeframe of the work experience shown as (Month/year to Month/year);</li> <li>• Number of total months spent on the project;</li> <li>• Environmental considerations, regulations,</li> </ul>	

<b>Mandatory Technical Criteria (MT)</b>			
<b>#</b>	<b>Mandatory Requirement</b>	<b>Bid Preparation Instructions</b>	<b>Proposal Reference</b>
	the proposed work outlined in the Statement of Work.	and/or policies that were part of the project requirements; and <ul style="list-style-type: none"> <li>• Description of each project that includes the objectives, stakeholders, tasks and final results.</li> </ul>	
<b>MT2</b>	<p>The Bidder must demonstrate that the proposed resource has a minimum of five (5) years' experience developing or assessing management frameworks.</p> <p>Projects that will be considered include:</p> <ul style="list-style-type: none"> <li>• Developing and implementing or assessing internal policies and procedures that provide requirements on training, operational controls, monitoring and reporting to ensure that hazardous substances are managed responsibly;</li> <li>• Developing or assessing federal or provincial government policies, regulations or standards that impact the private sector;</li> <li>• Developing or assessing <a href="#">Program Information Profiles and a logic model</a> as per the Treasury Board of Canada <a href="#">Policy on Results and Guide to Developing Performance Measurement Strategies</a>; or</li> <li>• Developing or auditing management systems, such as ISO 14001 Environmental Management Systems, that include an environmental aspect for hazardous substances.</li> </ul>	The Bidder must provide complete details as to for whom, where, when, month and year, and how (through which activities/responsibilities, the stated experience was obtained).	
<b>MT3</b>	The Bidder must demonstrate that the proposed resource has an undergraduate degree from a recognized Canadian university	<p>The Bidder must provide the following information:</p> <ul style="list-style-type: none"> <li>• Full name of the individual</li> </ul>	

<b>Mandatory Technical Criteria (MT)</b>			
<b>#</b>	<b>Mandatory Requirement</b>	<b>Bid Preparation Instructions</b>	<b>Proposal Reference</b>
	<p>or equivalent from a foreign institution.</p> <p>*In cases where studies were completed in an institution outside Canada, an equivalency certificate from an accredited institution recognizing the credentials as Canadian equivalences will be accepted. These institutions include the credential assessment services of the federal and provincial governments and the International Credential Assessment Service of Canada, as well as others recognized as credential assessment services for comparing degrees and diplomas to Canadian standards and identified on the Canadian Information Centre for International Credentials website at the following address:</p> <p><a href="https://www.cicic.ca/2/home.canada">https://www.cicic.ca/2/home.canada</a></p>	<p>proposed;</p> <ul style="list-style-type: none"> <li>• Education/Academic qualifications;</li> <li>• Educational institution that awarded the undergraduate degree;</li> <li>• Year of graduation</li> <li>• Official languages profile (if available);and</li> <li>• A profile describing the areas of expertise or strength of the individual proposed.</li> </ul>	
<b>MT4</b>	<p>The Bidder must supply three (3) verifiable and unique references for the proposed resource for the referenced projects in MT1.</p> <p>The reference must be able to confirm that the proposed resource worked on the referenced projects in MT1.</p>	<p>The reference information must include:</p> <ul style="list-style-type: none"> <li>• Contact name;</li> <li>• Current contact phone number;</li> <li>• Position title;</li> <li>• Organization/company name; and</li> <li>• Address.</li> </ul>	
<b>MT5</b>	<p>The Bidder must demonstrate that the proposed resource has delivered a minimum of five (5) environmental projects to meet regulatory compliance requirements.</p> <p>Environmental compliance projects are defined as projects that improve an organization's environmental status under:</p> <ul style="list-style-type: none"> <li>• Canadian Environmental Protection Act (CEPA)</li> </ul>	<p>For each of the projects the Bidder must demonstrate:</p> <ul style="list-style-type: none"> <li>• The work was conducted and ended in in the last five years;</li> <li>• The project lasted more than six (6) months;</li> <li>• The project description identifies the regulation involved and describes the requirements; and</li> <li>• The project description includes the deliverables, timelines, and resources.</li> </ul>	

<b>Mandatory Technical Criteria (MT)</b>			
<b>#</b>	<b>Mandatory Requirement</b>	<b>Bid Preparation Instructions</b>	<b>Proposal Reference</b>
	<p>regulations being implemented; and/or</p> <ul style="list-style-type: none"> <li>Canadian Council of the Ministers of the Environment guidelines and standards; and/or</li> <li>Provincial environmental acts and regulations.</li> </ul> <p>The projects discussed can be the same as those listed in MT1.</p>	<p>(people and costs, if available).</p>	
<b>MT6</b>	<p>The Bidder must demonstrate that the proposed resource has experience implementing a minimum of two (2) health and safety projects related to hazardous substances.</p> <p>Projects that will be considered include:</p> <ul style="list-style-type: none"> <li>Documenting and implementing projects to comply with the Canada Labour Code or provincial Labour Code(s) and associated regulations for working with chemical or biological hazards for a large organization;</li> <li>Developing Workplace Hazardous Materials Information System (WHMIS) training for an organization/company;</li> <li>Documenting and implementing Workplace Hazardous Materials Information System (WHMIS) for an organization/company; and</li> <li>Developing or auditing management systems, such as ISO 18001 Occupational Health and Safety Management Systems that include chemical hazards.</li> </ul> <p>The projects discussed can be the same as those listed in MT1</p>	<p>For each of the 2 projects the Bidder must demonstrate:</p> <ul style="list-style-type: none"> <li>The work was conducted and ended in in the last five years;</li> <li>The project lasted more than six (6) months;,</li> <li>The project description identifies the regulation involved and describes the requirements; and</li> <li>The project description includes the deliverables, timelines, and resources (people and costs, if available).</li> </ul>	



**Point Rated Technical Criteria**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point-rated technical criterion should be addressed separately.

#	Point Rated Criteria	Points Breakdown	Max / Min Points	Illustrated Compliance
<b>The Bidder's Proposed Resource</b>				
<b>RT1</b>	<p>The Bidder should provide a description of how they will deliver the Statement of Work deliverables. The Bidder should include at a minimum the following:</p> <ul style="list-style-type: none"> <li>• An approach and methodology they will use; and</li> <li>• A project plan.</li> </ul> <p>The categories to be evaluated are as follows:</p> <ol style="list-style-type: none"> <li>1. The Bidder has provided a clear understanding of the requirement and has an approach that addresses all items identified in the Statement of Work.</li> <li>2. The proposed methodology is well-defined, logical and is realistic, practical and achievable.</li> <li>3. The project plan identifies project tasks, task duration and timeline, and reflects the contract tasks and deliverables</li> </ol>	<p>Points will be awarded for each of the three (3) categories to a maximum of ten (10) points per category.</p> <p>Points for each category are awarded as follows:</p> <ul style="list-style-type: none"> <li>• 0 points - Bidder did not submit information which could be evaluated</li> <li>• 2 points - Response does not provide a logical, organized structure to enable successful completion of statement of work and does not encompass issues related to the criterion</li> <li>• 4 points - Response provides a marginally logical, organized structure to enable successful completion of statement of work and encompasses few issues related to the criterion.</li> <li>• 6 points - Response provides sufficiently logical, organized structure to enable successful completion of statement of work and encompasses many issues related to the criterion.</li> <li>• 8 points – Response provides a logical, organized structure to enable successful completion of statement of work and encompasses most issues related to the criterion.</li> <li>• 10 points – Response provides a highly logical, organized structure to enable successful completion of</li> </ul>	<p><b>Max = 30</b> <b>Min = 18</b></p>	

#	Point Rated Criteria	Points Breakdown	Max / Min Points	Illustrated Compliance
		statement of work and encompasses all the issues related to the criterion.		
<b>RT2</b>	<p>The Bidder should demonstrate by using the projects referenced in MT1 that the proposed resource has similar experience in the following tasks:</p> <ol style="list-style-type: none"> <li>1. Conduct needs analysis to identify the approach and methodology to successfully complete the mandate.</li> <li>2. Developing a detailed work plan to execute the mandate.</li> <li>3. Design and prepare a management framework for hazardous substances.</li> <li>4. Execute the activities to meet the mandate i.e. lead meetings, performing requirement gathering, completing gap analysis, implement actions, and developing documentation.</li> <li>5. Writing reports with findings and recommendations.</li> </ol>	<p>Points will be awarded for each of the five (5) tasks to a maximum of five (5) points per task.</p> <p>Points for each task are awarded as follows:</p> <ul style="list-style-type: none"> <li>• 0 points - Bidder did not provide evidence of similar experience</li> <li>• 5 points – Bidder has provided evidence of similar experience</li> </ul>	<b>Max = 25</b> <b>Min= 15</b>	
<b>RT3</b>	<p>The bidder should demonstrate by using the projects referenced in MT1 that the proposed resource has the following experience:</p> <ol style="list-style-type: none"> <li>1. Working with a federal department, provincial department.</li> <li>2. Working with an organization that occupies multiple provincial jurisdictions</li> </ol>	<p>Points will be awarded for each of the four (4) experience categories to a maximum of five (5) points per category.</p> <p>Points for each category are awarded as follows:</p> <ul style="list-style-type: none"> <li>• 0 points - Bidder did not provide evidence of experience</li> <li>• 5 points – Bidder has provided evidence of experience</li> </ul>	<b>Max = 20</b> <b>Min = 10</b>	

#	Point Rated Criteria	Points Breakdown	Max / Min Points	Illustrated Compliance
	<p>(i.e., the organization operates in multiple provinces).</p> <p>3. Improving management of hazardous substances used for industrial activities.</p> <p>4. Experience with asbestos management requirements.</p>			
	<b>Maximum points available:</b>		<b>75</b>	
	<b>Minimum points required</b>		<b>45</b>	

## **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.

#### **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, but should mail it directly to the address specified on the form and should not include it with their bid submission by e-mail.

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

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

This procurement is limited to Canadian services.

The Bidder certifies that:

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

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.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

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

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

The required additional certifications to provide are included in Attachment 1 to Part 5, Additional Certifications Required Precedent to Contract Award.

## **ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD**

### **1. 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.

### **2. Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### **3. Certification of Language**

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, the individual proposed in its bid will be able to communicate in writing in English and orally in either English or French without any assistance and with minimal errors.

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

### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

## **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 Work**

The Contractor must perform the Work in accordance with the Statement of Work 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**

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following modifications:

Section 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government", is amended as follows:

Delete: Minister of Public Works and Government Services

Insert: Minister of National Defence

Section 08. Replacement of specific individuals, is deleted and replaced with the following:

#### **08 Replacement of specific individuals**

1. if the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
  - b. security information on the proposed replacement as specified by Canada, if applicable.

Any assessment of the information provided will occur as per 2 (b) below.

2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:

- a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under the article entitled "Default of the Contractor"; or
  - b. assess the information provided under 1 (a) and (b) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 2 (a) above, or require the Contractor to propose another replacement within five working days' notice.
3. Where an Excusable Delay applies, Canada may require 2 (b) above instead of terminating under the "Excusable Delay" article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
  4. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
  5. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

In section 22, Confidentiality, subsection 5 is amended as follows:

Delete: Public Works and Government Services (PWGSC)

Insert: Department of National Defence (DND)

In section 30, Termination for convenience, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
  - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination; or
  - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.



## 7.2.2 Supplemental General Conditions

SAAC Manual Clause [4007](#) (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information

## 7.2.3 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 7.2.4 Non-disclosure Agreement

SAAC Manual Clause [A9126C](#) (2010-08-16) Non-Disclosure Agreement

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

## 7.3 Security Requirements

**7.3.1** There is no security requirement applicable to the Contract.

## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to [\[date to be specified in the resulting contract \(estimate is 30 April 2020\)\]](#) inclusive.

### 7.4.3 Termination on Thirty Days Notice

SACC Manual clause [A0072C](#) (2008-12-12), Termination on Thirty Days Notice

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sharon Sally  
Title: Procurement Officer, D Svcs C 4-2-2-2  
Organization: Department of National Defence, Director Services Contracting 4 (D Svcs C 4)  
Address: Department of National Defence Headquarters  
Attention: D Svcs C 4-2-2-2  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2  
Telephone: (819) 939-8990  
E-mail address: [sharon.sally@forces.gc.ca](mailto:sharon.sally@forces.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.

### 7.5.2 Procurement Authority

The Procurement Authority for the Contract is: [to be specified in the resulting contract]

Name: [REDACTED]  
Title: [REDACTED]  
Organization: [REDACTED]  
Address: [REDACTED]

Telephone: [REDACTED]  
E-mail address: [REDACTED]

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

### 7.5.3 Technical Authority

The Technical Authority for the Contract is: [to be specified in the resulting contract]

Name: [REDACTED]  
Title: [REDACTED]  
Organization: [REDACTED]  
Address: [REDACTED]

Telephone: [REDACTED]  
E-mail address: [REDACTED]

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.

### 7.5.4 Contractor's Representative [to be specified in the resulting contract]

Name: [REDACTED]  
Title: [REDACTED]  
Organization: [REDACTED]  
Address: [REDACTED]

Telephone: [REDACTED]  
E-mail address: [REDACTED]

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

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

## **7.7 Payment**

### **7.7.1 Basis of Payment**

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$[amount to be inserted in the resulting contract]. Customs duties are included and Applicable Taxes are extra.

### **7.7.2 Limitation of Expenditure**

7.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$[amount to be inserted in the resulting contract]. Customs duties are included and Applicable Taxes are extra.

7.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

7.7.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.7.3 Monthly Payment**

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

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

### **7.7.4 Discretionary Audit**

SACC *Manual* clause [C0705C](#) (2010-01-11), Discretionary Audit

## **7.8 Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed; and

b. a copy of any documents as specified in the Contract.

7.8.2 Invoices must be distributed as follows:

The original must be forwarded by e-mail to the Technical Authority identified under the section entitled "Authorities" of the Contract for certification and payment, and the Contracting Authority identified under the section entitled "Authorities" of the Contract must be copied.

## 7.9 Certifications and Additional Information

### 7.9.1 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.

### 7.9.2 Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

### 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario [\[to be changed in the resulting contract to the Canadian province or territory as specified by the Contractor in its bid, if applicable\]](#).

### 7.11 Priority of Documents

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

- a. the Articles of Agreement;
- b. the general conditions [2035](#) (2018-06-21), General Conditions - Higher Complexity - Services;
- c. the supplemental general conditions [4007](#) (2010-08-16), Supplemental General Conditions - Canada to Own Canada to Own Intellectual Property Rights in Foreground Information;
- d. Annex "A", Statement of Work;
- e. Annex "B", Basis of Payment;
- f. Annex "C", Non-Disclosure Agreement;
- g. the Contractor's bid dated [\[date to be inserted in the resulting contract\]](#).

## **7.12 Defence Contract**

SACC Manual clause [A9006C](#) (2012-07-16), Defence Contract

## **7.13 Insurance**

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

## **7.14 Canadian Forces Site Regulations**

SACC Manual clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations

## **7.15 Professional Services**

The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

## **7.16 No Responsibility to pay for Work not performed due to Closure of Government Offices**

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## **7.17 Dispute Resolution Services**

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca).

## **7.18 Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

## ANNEX "A"

### STATEMENT OF WORK

#### 1. TITLE: ENVIRONMENTAL AND HAZARDOUS SUBSTANCE MANAGEMENT CONSULTANT

Consultant services to provide DND a Hazardous Substances Program (the Program), develop the environmental functional area within the Program, including a directive on the import and export of asbestos containing parts in equipment.

#### 2. OBJECTIVE

National Defence has a requirement for a consultant to provide a Program way forward including a logic model, life cycle map, program for the environmental functional area and implementation action plan. As part of the Environmental aspects of the Program, a directive on the [Prohibition of Asbestos and Products Containing Asbestos Regulations](#) is also required.

#### 3. BACKGROUND

The Department of National Defence (DND) and the Canadian Armed Forces (CAF) is a large federal government department with over 100,000 employees and vast real property holdings. The CAF serve on the sea, on land, and in the air, with the Royal Canadian Navy (RCN), the Canadian Army (CA), the Royal Canadian Air Force (RCAF) and the Canadian Special Operations Forces Command, supported by the civilian employees of DND.

Within [DND](#), the Assistant Deputy Minister (Infrastructure & Environment) (ADM(IE)) provides real property, infrastructure and [environmental](#) services to support the objectives of the DND. ADM(IE) also meets CAF infrastructure needs to support a sustainable modern military.

ADM(IE)'s mandate includes the governance, oversight and interconnections of the Program as well as the environmental functional area. Two (2) other Program functional areas are managed by other internal stakeholders while implementation is done at a local level:

- **Vice Chief of the Defence Staff (VCDS)** – responsible for Health and Safety (H&S) program, policies, committees, WHMIS, and any other *Canada Labour Code* requirements;
- **ADM (Materiel)** – responsible for procurement policy, business processes, centralized procurement execution; and
- **[Bases and Wings](#)** – responsible for site level management of Hazardous Substances, H&S, environment and local procurement. The CAF also has Officers reporting to the RCN, CA, and RCAF to assist bases and wings with hazardous substances.

ADM(IE) is seeking an environmental and hazardous substance management contractor to refresh the Program and enhance interconnectivity between functional areas. The hazardous substances of concern are chemicals and biological agents. Synergies and interconnections between common requirements such as governance, procurement, training, inspections, and reporting are to be enhanced by the refresh. Results from a [2012 Internal Audit of Hazardous Materials Management](#) are to be included in the Program refresh, specifically recommendations 1 & 3. The contract mandate focusses on the hazardous substance overarching framework and the environmental component, as well as the linkages with other functional areas. The inner workings and improvements within the radiological, health and safety, and procurement functional areas are outside of scope. General information on how these functional areas interact and contribute to the overall Program are in scope.

The contractor will develop a document that provides direction to DND personnel on the requirements applicable to importing and exporting equipment that has asbestos containing parts. This requirement is a new requirement introduced in the [Prohibition of Asbestos and Products Containing Asbestos Regulations](#).

#### **4. TASKS**

The Contractor must perform the following tasks:

##### Initiation / Needs Analysis

- 4.1 Attend a kick-off meeting with the DND Technical Authority and other stakeholders to discuss the objectives and requirements of the mandate and the Contractor's provisional approach & methodology. The meeting will take place within one (1) week of contract award at DND facilities in Ottawa.
- 4.2 Review key internal and external documents identified or provided by the DND Technical Authority to obtain contextual information.
- 4.3 Identify additional information required to conceptualize the aim, objectives, scope and requirements of the mandate.
- 4.4 Obtain and analyze the requisite information.
- 4.5 Identify the approach & methodology to successfully complete the mandate.

##### Work Planning

- 4.6 Upon receipt of approval of the approach & methodology by the DND Technical Authority, develop a detailed Work Plan that identifies:
  - i. tasks to be performed,
  - ii. deliverables to be produced,
  - iii. roles & responsibilities of the resources proposed to perform the work,
  - iv. schedule for the performance of each element of work and submission of each deliverable,
  - v. cost associated with the performance of each element of the work and each deliverable.
- 4.7 Submit the detailed Work Plan to the DND Technical Authority for review, feedback and approval within 10 business days of the kick-off meeting.

##### Design/Preparation

- 4.8 Upon receipt of approval of the detailed Work Plan by the DND Technical Authority, perform design/preparatory activities, including:
  - i. Identify the information, materiel and tools required to complete the assessment and deliver the Program's assessment and logic model and otherwise prepare to conduct the work.
  - ii. Review, obtain, revise and/or develop the information, materiel and tools required to perform work and otherwise prepare to conduct the work.
  - iii. Insert other relevant activities that the contractor must perform to prepare prior to actual execution of the bulk of work (if applicable).
- 4.9 Submit monthly status reports to the DND Technical Authority.

### Execution

- 4.10 Upon receipt of approval by the DND Technical Authority to commence execution activities, perform implementation activities, including:
- i. Obtain the information, materiel and tools required to perform the work.
  - ii. Meetings (in person and virtual) with DND hazardous substance management subject matter experts (SMEs) from the following groups to obtain information:
    - ADM(IE) – Directorate General for Environment and Sustainable Management
    - VCDS – accountable for health and safety aspects of hazardous substances;
    - ADM(Mat) – accountable for acquisition policy and procedures and centralized procurement;
    - The Canadian Armed Forces (most are outside the National Capital Area):
      - Royal Canadian Navy;
      - Canadian Army; and
      - Royal Canadian Air Force.
    - Specialists managing the hazardous substances in the national capital area; and
    - Other meetings as deemed necessary by the winning bidder.
  - iii. Analyze the information.
  - iv. Develop a draft report outlining the key observations, findings, conclusions and recommendations.
  - v. Submit the Draft Report to the DND Technical Authority for review, feedback and approval according to the schedule outlined in the detailed Work Plan.
  - vi. Insert other relevant activities that the contractor must perform to complete the work.
- 4.11 Submit monthly status reports to the DND Technical Authority.

### Close-Out

- 4.12 Submit final documentation to the DND Technical Authority for review, feedback and approval.
- 4.13 Provide knowledge transfer to the DND Technical Authority and other stakeholders identified by the DND Technical Authority.

### Out-of-Scope

- 4.14 The following activities are considered out of scope for this contract and the Contractor must not undertake any of the following activities:
- i. Detailed assessment of the Health and Safety operational activities of managing hazardous substances;
  - ii. Detailed assessment of procurement operational activities; and
  - iii. Radiological hazardous substances.

## **5. DELIVERABLES**

- 5.1 The Contractor must produce the following deliverables:



No.	Deliverable	Content	Format	Due Date
5.1	Work Plan	Tasks and their duration, deliverables, resource assignment, and schedule.	MS Office	within ten (10) business days of kick-off meeting
5.2	Hazardous Substance Life Cycle Management Map	A life cycle map of Hazardous Substance Management at DND including key roles and responsibilities for each phase, existing documentation, and general operational information that describes implementation and interconnections between functional areas and the Program.	MS Office	as per the work plan schedule
5.3	Hazardous Substance Management Program Logic Model	A logic model based on A Guide to Developing Performance Measurement Strategies – <a href="#">Section 5 Logic Model developed by the Treasury Board Secretariat of Canada.</a>  Key Performance Indicators (KPIs) for the Program.	MS Office	Within twenty five (25) business days of kick-off meeting.
5.4	Defence Administrative Orders and Directives 4003-1, Hazardous Materials Management.	Update the Defence Administrative Orders and Directives ( <a href="#">DAOD</a> 4003-1, Hazardous Materials Management.	MS Word	As per the work plan schedule
5.5	Defence Hazardous Substance Program Management <b>Directives and Instructions</b>	Apply improvements to the Draft Defence Hazardous Substance Management Directives and Instructions to address gaps and feedback received from subject matter experts. The document shall be concise, informative and clear to meet the target audience's needs. The Directive shall include at a minimum: <ul style="list-style-type: none"> <li>• Definitions</li> <li>• Context and purpose</li> <li>• Requirements</li> <li>• Guiding principles</li> <li>• Process</li> <li>• Responsibilities</li> <li>• References.</li> </ul>	MS Word	As per the work schedule
5.6	Directive on the Prohibition of Asbestos and Products	Document (typically less than 15 pages) that provides direction to DND personnel on the requirements applicable to importing and exporting equipment that has asbestos containing parts. Health and safety aspects are out of scope and already covered by the VCDS program. The Directive shall include: <ul style="list-style-type: none"> <li>• Definitions</li> <li>• Context and purpose</li> <li>• Requirements</li> </ul>	MS Word	As per the work plan schedule

No.	Deliverable	Content	Format	Due Date
		<ul style="list-style-type: none"> <li>○ Applicability and exceptions,</li> <li>○ Requirements for tracking inventory and movement across national borders,</li> <li>○ Identifying the minimum data &amp; information required for record keeping purposes to manage, track and demonstrate compliance,</li> <li>○ Requirements for permits and reporting,</li> <li>○ Specific data and information that is required to meet record keeping requirements.</li> <li>● Guiding principles</li> <li>● Process</li> <li>● Responsibilities</li> <li>● References.</li> </ul> <p>Template, which includes items such as roles and responsibilities and, shall be provided by the DND Technical Authority.</p>		
5.7 Hazardous Substance Management Program <b>Implementation Plan</b>		<p>The Plan shall contain at a minimum:</p> <ul style="list-style-type: none"> <li>● Federal regulatory and policy requirements applicable to hazardous substances in the areas of environment, environmental emergencies, acquisition, storage, disposal, and general health and safety</li> <li>● Identifying the minimum data &amp; information required for record keeping purposes to manage, track and demonstrate compliance.</li> <li>● Description of existing DND internal controls that are in place to manage the Program</li> <li>● Gap analysis</li> <li>● Risk assessment describing inherent risk, existing mitigations, residual risk and impacts</li> <li>● Recommendations to further mitigate risk events that have insufficient mitigation measures.</li> <li>● Recommendations shall be supported with proposed action plans and focus on improving: <ul style="list-style-type: none"> <li>○ Governance and oversight;</li> <li>○ Integration between key stakeholders on areas such as documentation, inspections, training, record keeping, monitoring and reporting.</li> </ul> </li> <li>● A detailed implementation plan.</li> </ul>	MS Word	As per the work plan schedule

No.	Deliverable	Content	Format	Due Date
5.8	Status reports	Activities completed/active/upcoming, schedule & budget variance, issues/risks & proposed responses, and proposed change requests.	Email	Monthly over contract period

- 5.2 All deliverables must be submitted in draft form at least five (5) days before the delivery date identified in the detailed Work Plan to allow input by the DND Technical Authority. The Contractor may be required to submit revised drafts with required changes. Deliverables will only be considered final upon written confirmation by the DND Technical Authority.
- 5.3 The contractor must provide all electronic copies of deliverables using the Microsoft Office suite of software. The copies must be fully editable and free of password protection and editing restrictions. All copies shall be prepared using the DND formats and templates that will be provided by the DND Technical Authority.

## 6. LOCATION OF WORK

- 6.1 The Contractor will be expected to conduct the work at their own facilities; however, the contractor's resources must be available to participate in meetings at DND facilities in Ottawa, ON as required. These meetings may either be in person, videoconference or via teleconference as determined by the DND Technical Authority. Primary DND offices are at:
- 110 O'Connor St.
  - Carling Campus - 60 Moodie Dr
  - 101 Colonel By Drive
  - 1 Nicholas St
- 6.2 Canada will not accept any travel and/or living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.
- 6.3 No travel outside of the National Capital Region (NCR) is anticipated in the performance of the activities described in this Statement of Work. Parking is at the expense of the Contractor.

## 7. LANGUAGE OF WORK

- 7.1 All verbal communications with DND staff and the Canadian Armed Forces must be performed in the official language (*English or French*) preferred by the employee or member of the Canadian Armed Forces.
- 7.2 All deliverables must be submitted in English.
- 7.3 DND will arrange for the translation of Contractor-produced deliverables, as required.

## 8. CONSTRAINTS

- 8.1 Contractor personnel must adhere to the following standards / specifications / policies / directives:
- i. [Canadian Environmental Protection Act](#) and regulations relevant to hazardous substances
    - o [Prohibition of Asbestos and Products Containing Asbestos Regulations](#)
  - ii. [Treasury Board Policy on Green Procurement](#),
  - iii. Supporting Effective Evaluations: A Guide to Developing Performance Measurement Strategies – [Section 5 Logic Model](#)

- iv. Recommendations 1 and 3 of the [Internal Audit of Hazardous Materials Management](#)

## 9. NATIONAL DEFENCE SUPPORT

9.1 As required to perform the contract work and at the discretion of the DND Technical Authority, DND will endeavour to provide Contractor personnel with:

- i. relevant internal documentation and templates,
- ii. work space when on site at DND facilities in Ottawa (*if other arrangements are necessary, they will be made by the DND Technical Authority*),
- iii. scheduled access to departmental stakeholders, and
- iv. provision of timely review, feedback on and approval of deliverables (*approximately 5-10 business days unless otherwise specified*).

**ANNEX “B”**

**BASIS OF PAYMENT**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

**Professional Fees**

The Contractor will be paid an all-inclusive fixed time rate as follows: [to be inserted in the resulting contract].

Category	Estimated Level of Services (Days)	All Inclusive Fixed Daily Rate
<b>Contract Period:</b> from date of Contract Award to 30 April 2020 (estimated) [to be specified in the resulting contract]		
Environmental and Hazardous Substance Management Consultant	100	\$ [REDACTED]

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm all-inclusive per diem rate}) \div 7.5 \text{ hours}$$

All proposed personnel must be available to work outside normal office hours during the duration of the Contract.

No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

The rates specified are all-inclusive. For greater certainty, the rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing and any other operating costs. They also include any time spent travelling and any travel and living expenses that may need to be incurred for the Work required to be done, delivered or performed inside the National Capital Region (NCR) defined in the *National Capital Act (R.S.C., 1985, c. N-4)*, available on the Justice Website (<https://laws-lois.justice.gc.ca/eng/acts/N-4/page-1.html>), including any travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations. Accordingly, Canada will not accept separate billing of any items related to the routine cost of doing business, time spent travelling or travel and living expenses.

**Total Estimated Cost of Professional Fees**

**Contract Period:** \$\_\_\_\_\_ [amount to be inserted in the resulting contract]

With the exception of the all-inclusive fixed time rates and all-inclusive firm price specified above, the amounts shown in this annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the amount specified in the Limitation of Expenditure clause of the Contract.

**ANNEX "C"**

**NON-DISCLOSURE AGREEMENT**

(This annex is to be completed after contract award and is not required in the bid.)

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. W6369-20-X023 between Her Majesty the Queen in right of Canada, represented by the Department of National Defence and \_\_\_\_\_, 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 hereby agree that I shall not reproduce, duplicate, use, divulge, release or disclose, in whole or in part, in whatever way or form any information or documentation to any person other than a person employed by Canada on a need to know basis, and hereby 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 or documentation in contravention of this Agreement. Without limiting the generality of the foregoing, I understand and agree that information and documentation disclosed to me while performing work under the Contract is not to be used for any purpose except to carry out the Contract.

I agree that the obligations of this Agreement shall survive the termination or completion of the Contract.

I, \_\_\_\_\_, having read and understood the terms of non-disclosure acknowledge by signing below that I agree with and shall abide by those terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date