



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: Anna Maria Mangone  
By e-mail to:  
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 indique(s).

#### Comments – Commentaires

**THIS DOCUMENT DOES NOT CONTAIN A  
SECURITY REQUIREMENT.**

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

At: – à:

02:00 PM Eastern Standard Time (EST)

On: – le:

30 March 2020

<b>Title – Titre</b> RFP – Environmental Compliance Auditors	<b>Solicitation No. – N° de l'invitation</b> W6369-20-X033
<b>Date of Solicitation – Date de l'invitation</b> 19 February 2020	
<b>Address Enquiries to: – Adresser toutes questions à:</b>  Anna Maria Mangone by e-mail to Anna-Maria.Mangone@forces.gc.ca	
<b>Telephone No. – N° de téléphone</b> 819-939-8485	<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.**

Delivery Required – Livraison exigée	Delivery Offered – Livraison proposée
Vendor Name and Address – Raison sociale et adresse du fournisseur	
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)	
Name – Nom _____	Title – Titre _____
Signature _____	Date _____

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## **RFP – ENVIRONMENTAL COMPLIANCE AUDITORS**

### **PART 1 - GENERAL INFORMATION**

#### **1.1 Introduction**

The bid solicitation is divided into six 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; and
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Pricing Schedule and the Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the DND 626 Task Authorization Form and any other annexes.

#### **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 in the area of environmental compliance auditing for the Director General of Environment and Sustainable Management (DGESM). DGESM manages DND's environmental governance, oversight and leadership of the Environmental Program. DGESM is also responsible for providing environmental advice and support for the real property and infrastructure portfolio, mostly bases and wings, managed by ADM(IE).

It is intended to result in the award of one (1) Contract for one (1) year, plus two (2) one (1)-year irrevocable options allowing Canada to extend the term of the contract.

1.2.2 The requirement is subject to the provisions of World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### **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.

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 05, Submission of Bids – Subsection 4 is amended as follows:
  - Delete: 60 days
  - Insert: 180 days
- c) Section 20, Further Information is deleted in its entirety.

### 2.2 Submission of Bids

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

**E-Mail Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes 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 submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues to affect bid receipt, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. 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 FPS, bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. 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 FPS in receipt of a pension, as applicable:

- (a) name of former public servant; and
- (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; and
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 ten (10) 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.



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

### **3.1 Bid Preparation Instructions**

Canada requests that bidders provide their bid in separate 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; and
- (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](#).

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.
- B.** Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C.** When preparing their financial bid, bidders should review clause 4.1.2, Technical Evaluation, of Part 4 of the bid solicitation; and article 6.5, Payment, of Part 6 of the bid solicitation.

## **D. SACC Manual Clauses**

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

## **E. Electronic Payments of Invoices – Bid**

Canada requests that bidders:

1. select option 1 or, as applicable, option 2 below; and
2. include the selected option in Section II of their bid.

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

### **Option 1:**

The Bidder accepts to be paid by 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)

### **Option 2:**

- The Bidder does not accept to be paid by Electronic Payment Instruments.

## **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 the certifications required under Part 5 and, as applicable, any associated additional information.

In addition, 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 e-mail address) authorized by the Bidder to enter into communications with Canada with regard to their bid, and any contract that may result from their bid; and
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 each of the periods specified below its quoted all-inclusive fixed daily rate (in Can \$) for each of the resource categories identified.

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 inside the National Capital Region (NCR) defined in the [National Capital Act](http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html) (R.S.C., 1985, c. N-4), available on the Justice website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html>).

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>Period of the Contract:</b> date of Contract Award to 31 March 2021 (estimated)			
Two (2) Environmental Compliance Auditors	\$	80	\$
<b>Total, Period of the Contract</b>			\$
<b>Extended Contract period 1:</b> 01 April 2021 to 31 March 2022 (estimated)			
Two (2) Environmental Compliance Auditors	\$	80	\$
<b>Total, Extended Contract Period 1</b>			\$
<b>Extended Contract period 2:</b> 01 April 2022 to 31 March 2023 (estimated)			
Two (2) Environmental Compliance Auditors	\$	80	\$
<b>Total, Extended Contract Period 2</b>			\$
<b>Evaluated Price, Inclusive of All Periods (Applicable Taxes Excluded)</b>			\$
<b>Applicable Taxes</b>			\$

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

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Joint Venture Experience**

- a. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the Bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the Bidder has previously done the Work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Bidder have 3 years of experience providing maintenance service, and (b) that the Bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the Bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the Bidder demonstrate experience providing resources for a minimum number of 100 billable days, the Bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture,

that show in total 100 billable days.

- d. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

#### 4.1.2 Technical Evaluation Criteria

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit (70%) and Price (30%)

SACC Manual Clause [A0027T](#) (2012-07-16), Basis of Selection – 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 of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 110 points.
2. Bids not meeting "(a) or (b) or (c)" 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 a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%) (example only)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		<b>115/135</b>	<b>89/135</b>	<b>92/135</b>
<b>Bid Evaluated Price</b>		<b>\$55,000.00</b>	<b>\$50,000.00</b>	<b>\$45,000.00</b>
<b>Calculations</b>	<b>Technical Merit Score</b>	<b>115/135 x 60 = 51.11</b>	<b>89/135 x 60 = 39.56</b>	<b>92/135 x 60 = 40.89</b>
	<b>Pricing Score</b>	<b>45/55 x 40 = 32.73</b>	<b>45/50 x 40 = 36.00</b>	<b>45/45 x 40 = 40.00</b>
<b>Combined Rating</b>		<b>83.84</b>	<b>75.56</b>	<b>80.89</b>
<b>Overall Rating</b>		<b>1st</b>	<b>3rd</b>	<b>2nd</b>

### 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 these requirements.

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.

#### **Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. 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>			
#	Mandatory Requirement	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
<b>THE BIDDER'S PROPOSED RESOURCES</b>			
<b>TWO (2) ENVIRONMENTAL COMPLIANCE AUDITORS</b>			
<b>MT1</b>	The Bidder must demonstrate that each of the proposed resources have a valid Compliance Auditor – Environmental Professional (Compliance Environmental Auditor (CEA)) certification as per the <u>Canadian Environmental Certification Accreditation Board</u> ( <a href="https://www.eco.ca/EPRoster/">https://www.eco.ca/EPRoster/</a> )  The resources must each be listed in the <u>Canadian Environmental Certification Accreditation Board</u> registry.		The Bidder must demonstrate the date the CEA certification was obtained for each resource.
<b>MT2</b>	The Bidder must demonstrate that each of the proposed resources have a minimum of five (5) years of experience in environmental compliance auditing since obtaining their CEA.		The Bidder must submit a summary with complete details as to where, when (month and year), and how, through which activities/

			responsibilities, the stated qualifications/ experience were obtained.
<b>MT3</b>	<p>The Bidder must demonstrate that each of the proposed resources have completed a minimum of five (5) environmental compliance audits in the last two (2) years that focused on the Canadian Environmental Protection Act (CEPA) and its regulations, as well as provincial and territorial environmental acts and their regulations.</p> <p>The Bidder must provide the following information for each audit:</p> <ul style="list-style-type: none"> <li>• Organization name;</li> <li>• Role (e.g. lead auditor or auditor);</li> <li>• Timeframe (month/year to month/year);</li> <li>• Number of total days spent on the audit (e.g. document review and on site);</li> <li>• Environmental considerations, regulations, or policies that were part of the compliance audit requirements; and</li> <li>• Description of audit that includes the nature of the client's organization, audit scope, and approximate number of employees.</li> </ul> <p>If the Bidder submits more than five (5) environmental compliance audits, only the first five (5) in order of presentation will be evaluated.</p> <p>The Bidder must provide the following customer reference information for each of the environmental compliance audits:</p> <ul style="list-style-type: none"> <li>• Contact name;</li> <li>• Current contact phone number;</li> <li>• Position title; and</li> <li>• Organization/company name, and</li> <li>• Address.</li> </ul> <p>The references must confirm that the proposed resources worked on the</p>		<p>The Bidder must submit a summary with complete details as to where, when (month and year), and how, through which activities/ responsibilities, the stated qualifications/ experience were obtained.</p>



	<p>referenced environmental compliance audits.</p>		
<p><b>MT4</b></p>	<p>The Bidder must demonstrate that each of the proposed resources have completed a minimum of three (3) environmental compliance audits for federal departments, agencies or crown corporations in the last five (5) years.</p> <p>The Bidder must provide the following information for each of the audit:</p> <ul style="list-style-type: none"> <li>• Organization name;</li> <li>• Role (e.g. lead auditor or auditor);</li> <li>• Timeframe (month/year to month/year);</li> <li>• Total number of days spent on the audit (document review and on site);</li> <li>• Environmental considerations, regulations, or policies that were part of the compliance audit requirements; and</li> <li>• Description of audit that includes the nature of the client's organization, audit scope, and approximate number of employees.</li> </ul> <p>If the Bidder submits more than three (3) environmental compliance audits, only the first three (3) in order of presentation will be evaluated.</p> <p>The Bidder may propose the same environmental compliance audits as referenced in MT3 or may propose different environmental compliance audits.</p>		<p>The Bidder must submit a summary with complete details as to where, when (month and year), and how, through which activities/ responsibilities, the stated qualifications/ experience were obtained.</p>

**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.

#	Rated Requirements	Scoring Method	Max / Min Score	Reference to additional Substantiating Materials included in Bid
<b>THE BIDDER'S PROPOSED RESOURCES</b>				
<b>TWO (2) ENVIRONMENTAL COMPLIANCE AUDITORS</b>				
<b>RT1</b>	In addition to MT2, the Bidder should demonstrate that each of the proposed resources have more than five (5) of experience in environmental compliance auditing since obtaining their CEA.	<p>More than 5 years to 10 years of experience = 10 points</p> <p>More than 10 years to 15 years of experience = 20 points</p> <p>More than 15 years of experience = 30 points</p>	Max = 60 points (max of 30 pts per resource)	The Bidder should submit a summary with complete details as to where, when (month and year), and how, through which activities/ responsibilities, the stated qualifications/ experience were obtained.
<b>RT2</b>	<p>The Bidder should demonstrate that each of the proposed resources have completed environmental compliance audits or ISO 14001 environmental management systems registration audits working with at least one (1) of the following <u>North American Industry Classification System (NAICS) Canada codes</u> (<a href="https://www150.statcan.gc.ca/n1/en/pub/12-501-x/12-501-x2016003-eng.pdf?st=Zfpi-z87">https://www150.statcan.gc.ca/n1/en/pub/12-501-x/12-501-x2016003-eng.pdf?st=Zfpi-z87</a>):</p> <ul style="list-style-type: none"> <li>236 series – Construction of Buildings;</li> </ul>	<p>Less than two (2) audits = 0 points</p> <p>2 to 5 audits = 5 points</p> <p>5 audits or more = 10 points</p>	Max = 20 pts (max 10 pts per resource)	The Bidder should submit a summary with complete details as to where, when (month and year), and how, through which activities/ responsibilities, the stated qualifications/ experience were obtained.

	<ul style="list-style-type: none"> <li>237 series – Heavy Civil Engineering Construction; or</li> <li>9111 series – Defence service</li> </ul> <p>The Bidder may propose the same environmental compliance audits as referenced in MT3 and MT4 or may propose different environmental compliance audits.</p>			
<b>RT3</b>	The Bidder should demonstrate that each of the proposed resources have experience leading ISO 14001 registration audits.	<p>Less than 1 year of experience = 0 pts</p> <p>1 to 5 years of experience = 5 points</p> <p>5 to 10 years of experience = 10 points</p> <p>More than 10 years of experience = 15 points</p>	Max = 30 pts (max 15 pts per resource)	The Bidder must submit a summary with complete details as to where, when (month and year), and how, through which activities/ responsibilities, the stated qualifications/ experience were obtained.
	<b>Maximum points:</b>		<b>110</b>	
	<b>Minimum points:</b>		<b>60</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 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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the 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.

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

#### **5.2.3.1 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. Failure to comply with the request may result in the bid being declared non-responsive.

#### **5.2.3.2 Education and Experience**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **5.2.3.3 Certification of Language – English and/or French Essential**

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

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

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

### **6.1 Statement of Work**

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

#### **6.1.1 Task Authorization Process**

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

1. The Technical Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex "E".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority and/or Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### **6.1.2 Task Authorization Limit**

The Technical Authority may authorize individual task authorizations up to a limit of \$50,000.00, Applicable Taxes extra, inclusive of any revisions.

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

#### **6.1.3 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,  
  
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and  
  
"Minimum Contract Value" means \$25,000.00.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's

maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

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

The administration of the Task Authorization process will be carried out by ADM(IE) DIEC. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

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

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

#### **6.2.1 General Conditions**

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

- (a) In section 01, Interpretation, the definition of "Canada", "Crown", "Her Majesty" or "the Government" is amended as follows:

Delete: Minister of Public Works and Government Services

Insert: Minister of National Defence

- (b) 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.
- (c) Section 17, Interest on overdue accounts, will not apply to payments made by credit cards.
- (d) In section 22, Confidentiality, subsection 5 is amended as follows:  
  
Delete: Public Works and Government Services (PWGSC)  
Insert: Department of National Defence (DND)
- (e) 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.

### **6.2.2 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.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The period of the Contract is from date of contract award to 31 March 2021 (estimate) inclusive.

#### **6.3.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **6.3.3 Termination on Thirty Days' Notice**

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

### **6.4 Authorities**

#### **6.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Anna Maria Mangone  
Title and designation: Procurement Specialist, D Svcs C 4-3  
Organization: Department of National Defence, Director Services Contracting 4 (D Svcs C 4)

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Address: National Defence Headquarters  
Attention: D Svcs C 4-3  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2  
Telephone: 819-939-8485  
E-mail address: [Anna-Maria.Mangone@forces.gc.ca](mailto:Anna-Maria.Mangone@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.

#### 6.4.2 Procurement Authority

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

Name: [redacted]  
Title and designation: [redacted]  
Organization: Department of National Defence, [redacted]  
Address: [redacted]  
Attention: [redacted]  
[redacted]  
[redacted]  
[redacted]  
Telephone: [redacted]  
Facsimile: [redacted]  
E-mail address: [redacted]

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.

#### 6.4.3 Technical Authority

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

Name: [redacted]  
Title and designation: [redacted]  
Organization: Department of National Defence, [redacted]  
Address: [redacted]  
Attention: [redacted]  
[redacted]  
[redacted]  
[redacted]  
Telephone: [redacted]  
Facsimile: [redacted]  
E-mail address: [redacted]

The Technical 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 Technical Authority; however, the Technical 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.

#### 6.4.4 Contractor's Representative

The Contractor's Representative for the Contract is: **[to be specified in the resulting contract]**

Name: **[redacted]**  
Title: **[redacted]**  
Organization: **[redacted]**  
Address: **[redacted]**  
**[redacted]**  
**[redacted]**  
Telephone: **[redacted]**  
Facsimile: **[redacted]**  
E-mail address: **[redacted]**

#### 6.5 Payment

##### 6.5.1 Basis of Payment

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex B.

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

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

##### 6.5.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ **[to be specified in the resulting contract]**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

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

### **6.5.3 Method of Payment**

For the Work specified in an authorized TA subject to a limitation of expenditure:

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.

### **6.5.4 Electronic Payment of Invoices – Contract**

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

[List below to be modified in the resulting contract as indicated by the successful bidder in its bid, if applicable]

- 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)

### **6.5.5 Discretionary Audit**

SACC Manual clause C0705C (2010-01-11), Discretionary Audit

### **6.5.6 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.

## 6.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report; and
  - e. any other documents as specified in the Contract.
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
    - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.7 Certifications and Additional Information

### 6.7.1 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.

## 6.8 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 specified in the resulting contract).

## 6.9 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) Annex A, Statement of Work;
  - i. Appendix A to Annex A – Tasking Assessment Procedure
  - ii. Appendix B to Annex A – Task Authorization (TA) Evaluation Grid; and
  - iii. Appendix C to Annex A – Certifications at the Task Authorization stage;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Non-Disclosure Agreement;
- (f) Annex D, Electronic Payment Instruments;
- (g) Annex E, Task Authorization Form (DND626);

- 
- (h) the signed Task Authorizations (including all of its annexes, if any); and  
(i) the Contractor's bid dated \_\_\_\_\_, (date to be inserted in the resulting contract), as clarified on \_\_\_\_\_ (date to be inserted in the resulting contract) or as amended on \_\_\_\_\_ (date to be inserted in the resulting contract).

#### **6.10 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)**

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

*OR*

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

#### **6.11 Insurance Requirements**

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

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

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

#### **6.13 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 [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

#### **6.14 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).

#### **6.15 Additional Clauses**

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

SACC Manual Clause [A9068C](#) (2010-01-11), Government Site Regulations

SACC Manual Clause [S3005T](#) (2008-12-12), Status and Availability of Resources

## ANNEX A - STATEMENT OF WORK

### 1. TITLE

TWO (2) ENVIRONMENTAL COMPLIANCE AUDITORS

### 2. OBJECTIVE

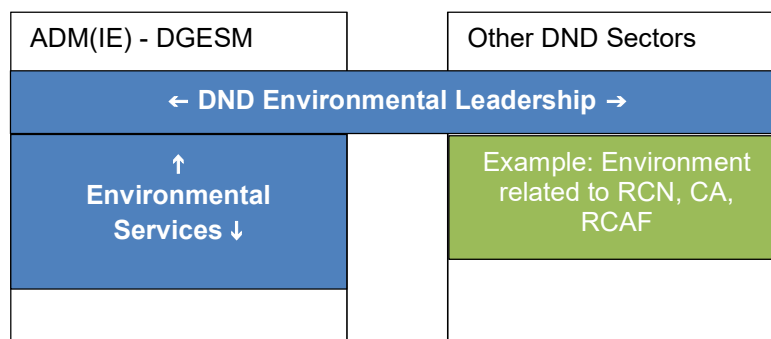
The Department of National Defence (DND) has a requirement for two (2) certified Canadian Environmental Certification Approvals Board (CECAB) (<https://cecab.org/public/default.aspx>) Environmental Compliance Auditors to perform environmental compliance audits. The required compliance audits for DND are focused on significant environmental aspects related to real property management and operations.

### 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 (<https://www.canada.ca/en/department-national-defence/corporate/organizational-structure.html>), the Assistant Deputy Minister (Infrastructure & Environment) (ADM(IE)) provides real property, infrastructure and environmental services to support the objectives of the DND (<https://www.canada.ca/en/department-national-defence/services/greening-defence.html>). ADM(IE) also meets CAF infrastructure needs to support a sustainable modern military.

Within ADM(IE), the Director General of Environment and Sustainable Management (DGESM) manages DND's environmental governance, oversight and leadership of the Environmental Program. DGESM is also responsible for providing environmental advice and support for the real property and infrastructure portfolio, mostly bases and wings, managed by ADM(IE).



- **ADM(IE)** – Real property and Infrastructure Portfolio Management
  - Horizontal environmental leadership, governance, issuing directives, and representing DND at inter departmental greening government forums.
  - Representing DND with external parties such as regulators.
  - Responsible for leading the management of environmental compliance and management systems for real property at bases and wings.

- **Bases and Wings** – responsible for site level management of the environmental impacts of military operations. Also responsible for assisting ADM(IE) with local environmental needs related to real property (<https://www.canada.ca/en/department-national-defence/services/bases-support-units.html>) .
- **Other Sectors** – These include internal services such as procurement, financial management, human resources and defence policy but also the Canadian Army, Royal Canadian Air Force, and Royal Canadian Navy.

#### 4. TASKS

ADM(IE) is requires two (2) certified Canadian Environmental Certification Approvals Board (CECAB) (<https://cecab.org/public/default.aspx>) Environmental Compliance Auditors to perform environmental compliance audits on real property management at bases and wings. The ADM(IE) significant environmental aspects include, but are not limited to:

- Air Emissions (greenhouse gases, climate change, permits, regulatory reporting);
- Hazardous Substances (CEPA toxics and hazardous waste management);
- Biodiversity (species at risk, invasive alien species, and areas of ecological significance);
- Environmental Emergencies;
- Forest Management;
- Ozone Depleting Substances;
- Solid Waste and Recycling (including landfill management);
- Water Conservation;
- Wastewater Emissions (including permits); and
- Contaminated Sites.

The work must be done in accordance with ISO 19011 principles for auditing. The Contractor must perform the following tasks on an as and when required basis:

##### 4.1 Initiation / Needs Analysis

- 4.1.1 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 and methodology. The meeting will take place within two (2) weeks of contract award at DND facilities in Ottawa.
- 4.1.2 Review key internal and external documents identified or provided by the DND Technical Authority to obtain contextual information.
- 4.1.3 Identify additional information required to conceptualize the aim, objectives, scope and requirements of the mandate.
- 4.1.4 Obtain and analyze the requisite information.
- 4.1.5 Identify the approach and methodology to successfully complete the mandate.



## 4.2 Work Planning

- 4.2.1 Upon receipt of approval of the approach and methodology by the DND Technical Authority, develop a detailed risk-based Work Plan that identifies:
- i. Tasks to be performed;
  - ii. Deliverables to be produced;
  - iii. Roles and responsibilities of the resources proposed to perform the work;
  - iv. Schedule for the performance of each element of work and submission of each deliverable; and
  - v. Cost associated with the performance of each element of the work and each deliverable.

## 4.2 Design/Preparation

- 4.3.1 Upon receipt of approval of the detailed Work Plan by the DND Technical Authority, perform design/preparatory activities, including:
- 4.3.1.1 Identify the information, materiel and tools required to complete the risk-based audits and otherwise prepare to conduct the work; and
  - 4.3.1.2 Review, obtain, revise and/or develop the information, materiel and tools required to perform work and otherwise prepare to conduct the audits.

## 4.4. Execution

- 4.4.1 Upon receipt of approval by the DND Technical Authority, perform risk-based environmental audits, including:
- 4.4.1.1 Obtain the information, materiel and tools required to perform the work.
  - 4.4.1.2 Meetings (in person) with the following ADM(IE) groups to obtain information:
    - Directorate General for Environment and Sustainable Management;
    - Real Property Operations;
    - Real Property Portfolio Management;
    - Capital Projects Management; and
    - Other meetings, including with other DND sectors, as deemed necessary by the Contractor.
- 4.4.2 Analyze the information.
- 4.4.3 Develop a Draft Report outlining the key observations, findings, conclusions and recommendations.
- 4.4.4 Submit the Draft Report to the DND Technical Authority for review, feedback and approval according to the schedule outlined in the detailed Work Plan.
- 4.4.5 Insert other relevant activities that the contractor must perform to complete the work.
- 4.4.6 Submit monthly status reports to the DND Technical Authority.

4.5 Close-Out

- 4.5.1 Submit Final Report to the DND Technical Authority.
- 4.5.2 Provide knowledge transfer to the DND Technical Authority and other stakeholders identified by the DND Technical Authority.

4.6 Out-of-Scope

- 4.6.1 The following activities are considered out of scope for this contract and the Contractor must not undertake any of the following activities:
  - 4.6.1.1 Health and Safety compliance as per the Canada Labour Code and regulations. Any H&S findings will not be reported in the environmental audit reports but can be signaled to Base/Wing command;
  - 4.6.1.2 Radiological and nuclear safety compliance;
  - 4.6.1.3 Ammunitions and Explosives management; and
  - 4.6.1.4 Military operations such as training exercises, firing range bullet berms, silt management due to armored vehicle training, and activities conducted by ships, armoured vehicles and aircraft under the command of the CAF.

**5. DELIVERABLES**

The Contractor must produce the following Deliverables:

**5.1 Headquarters Compliance Audit**

No.	Deliverable	Description	Format	Due Date
5.1.1	ADM(IE) Annual Audit of Headquarters	Complete a document review and site audit of ADM(IE) at Headquarters in Ottawa.  Acquire and review environmental documentation and information relevant to the scope of the audit.  Conduct interviews with senior management, management and employees to observe environmental management practices.	MS Word	As per the Work Plan schedule
5.1.2	Annual ADM(IE) Level Summary Report and Presentation	Validate information collected at the site level with DGESM then prepare a summary report for ADM(IE) that outlines patterns and trends resulting in organizational level findings related to environmental compliance as well as management.  Prepare a presentation for senior management on the overall compliance audit findings. The presentation must contain at a minimum:	MS Word and PowerPoint	March 31 annually

		<ul style="list-style-type: none"> <li>• Scope of the audit and regulatory framework;</li> <li>• Sites visited;</li> <li>• General compliance status at each site;</li> <li>• Overall findings with their significance;</li> <li>• Cumulative patterns and trends across sites visited; and</li> <li>• Best practices observed.</li> </ul>		
5.1.3	Audit Findings Log	Detailed site specific and Headquarters findings shall be logged into a master spreadsheet to enable data analysis, tracking, assigning recommendations for action, and status updates.	MS Excel	Within one (1) month of each site visit

## 5.2 Site Level Compliance Audits

No.	Deliverable	Description	Format	Due Date
5.2.1	Site level document review	<p>For each audit location, acquire and review environmental documentation relevant to the scope of the local compliance audit.</p> <p>The Technical Authority will assist with logistics and communications. The document review will be conducted off site and before the site visit.</p>	MS Office	As per the Task Authorization
5.2.2	Site level audit plan and schedule	<p>For each audit location, prepare a risk-based site visit audit plan and schedule that outlines:</p> <ul style="list-style-type: none"> <li>• Activities that will be audited;</li> <li>• Schedule;</li> <li>• Which auditor will audit each activity; and</li> <li>• Time for opening and closing meetings.</li> </ul>		At least two (2) weeks before the site visit
5.2.3	Risk Based Site Audits	<p>For each audit location, perform site visit to conduct environmental compliance audit as per the professional standards defined by the Canadian Environmental Certification Approvals Board (CECAB) (<a href="https://cecab.org/public/content.aspx?display=about_cecab">https://cecab.org/public/content.aspx?display=about_cecab</a>). This must include:</p> <ul style="list-style-type: none"> <li>• Interviewing environmental specialists as well as ADM(IE) personnel and military personnel;</li> <li>• Witnessing employees, military personnel and contractors perform work that can significantly impact the environment; and</li> <li>• Reviewing records that support ADM(IE) demonstrating due diligence in environmental compliance for its responsibilities.</li> </ul>	MS Word	As per Task Authorization

5.2.4	Site Specific Audit Reports	<p>For each audit location, prepare a concise, informative and clear risk based compliance audit report that outlines:</p> <ul style="list-style-type: none"> <li>• Scope of the audit;</li> <li>• Site level audit plan and schedule (actual plan as adjusted on site);</li> <li>• Checklist with evidence supporting conditions observed in documentation and on site (as annex);</li> <li>• Site visit findings detailing condition expected as per environmental, requirement/legal requirements, condition found, and resulting gaps; and</li> <li>• Risk based classification of findings as: observation, minor, or major noncompliance.</li> </ul>	MS word	Within three (3) weeks of the last day of the site audit
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### 5.3 Monthly Status Reports

No.	Deliverable	Description	Format	Due Date
5.3.1	Status reports	Activities completed/active/upcoming, schedule and budget variance, issues/risks and proposed responses, and proposed change requests.	Email	Monthly

5.4 All site specific audit reports, annual reports and presentations must be submitted in draft form at least five (5) days before the delivery date to allow review and 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.

5.5 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 must 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 resources must be available to participate in meetings at DND facilities within the NCR as required. These meetings may either be in person, videoconference or via teleconference as determined by the DND Technical Authority.

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.

### 7. TRAVEL AND LIVING

7.1 The resources may be required to travel to the following audit locations:

- National Defence Carling Campus - 60 Moodie Drive, Ottawa ON

- Various Bases and Wings as listed on the Canadian Armed Forces bases and support units web site (<https://www.canada.ca/en/department-national-defence/services/bases-support-units.html>).

7.2 If required by the TA, the Contractor must prepare a trip report and provide it to the TA for review and approval, no later than ten (10) working days after return from the trip.

## 8. LANGUAGE OF WORK

8.1 All 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.

8.2 All Deliverables must be submitted in English. Work conducted in Quebec must be submitted in French.

8.3 DND will arrange for the translation of Contractor-produced deliverables as required (excluding Deliverables for the work conducted in Quebec which must be submitted in French).

## 9. CONSTRAINTS

9.1 Contractor personnel must adhere to the following standards, specifications, policies, and directives. The environmental compliance audits must focus on Federal Acts and Regulations that are in force at the time of the audit and will be specified for each location. The most relevant to DND activities include:

- Canadian Environmental Protection Act (CEPA);
  - Environmental Emergency Regulations (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2003-307/index.html>)
  - Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2005-149/index.html>)
  - Federal Halocarbon Regulations (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2003-289/index.html>)
  - PCB Regulations (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-273/index.html>)
  - Prohibition of Asbestos and Products Containing Asbestos Regulations (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2018-196/index.html>)
  - Prohibition of Certain Toxic Substances Regulations (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2012-285/index.html>)
  - Release and Environmental Emergency Notification Regulations (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2011-90/index.html>)
  - Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-197/index.html>)
  - Sulphur in Diesel Fuel Regulations (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-254/index.html>)
  - Sulphur in Gasoline Regulations (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-99-236/index.html>)
- Impact Assessment Act of Canada (IAA) 2019;
- Species at Risk Act; and

- Fisheries Act.

9.2 Provincial Acts and Regulations can be considered when relevant, but the audit findings must align with of the division of powers in the Constitutional Act, 1867 sections 91 and 92 (<https://laws-lois.justice.gc.ca/eng/Const/index.html>). Also to be considered are the Government of Canada environmental policy commitments found in:

- Federal Sustainable Development Strategy (<https://www.canada.ca/en/services/environment/conservation/sustainability/federal-sustainable-development-strategy.html>);
- Greening Government Strategy (<https://www.canada.ca/en/treasury-board-secretariat/services/innovation/greening-government/strategy.html>); and
- Treasury Board Policy Suite (<https://www.tbs-sct.gc.ca/pol/index-eng.aspx>), mostly in the Real Property category.

## 10. CONTRACTOR SUPPORT

10.1 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. Work space when on site at DND facilities;
- ii. Scheduled access to departmental stakeholders; and
- iii. Provision of timely review, feedback on and approval of deliverables (approximately 5 business days unless otherwise specified).

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## APPENDIX A TO ANNEX A – TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form as attached at Annex E will be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations". Once a draft Task Authorization Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the Task Authorization Form, as well as its corresponding proposed resource(s). The quotation must be signed and submitted to Canada within the time for response identified in the Task Authorization Form. The Contractor will be given a minimum of two 2 working days (or any longer time period specified in the draft Task Authorization) turnaround time to submit a quotation.
2. With each quotation the Contractor must propose the required number of resources and for each proposed resource the Contractor must supply a CV, the requested security clearance information and must complete the Response Tables at Appendix B to Annex A applicable to the Resource Categories identified in the draft Task Authorization. The same individual must not be proposed for more than one Resource Category. The CVs must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
  - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix C to Annex A, Certifications).
  - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft Task Authorization was first issued to the Contractor.
  - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft Task Authorization issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
  - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
  - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the CV does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - (vi) A CV must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the Task Authorization Form, will not be

considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix B to Annex A to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. During the assessment of the resources proposed, should the references for two or more resources required under that Task Authorization either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contractor's quotation may be found to be non-responsive.
5. Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
6. Once the quotation has been accepted by the Technical Authority, the Task Authorization Form will be signed by Canada and provided to the Contractor for signature. The Task Authorization Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued Task Authorization Form has been received, and any work performed in its absence is done at the Contractor's own risk.



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## APPENDIX B TO ANNEX A – TASK AUTHORIZATION (TA) GRID

### 1. Instructions

It is recommended that the Contractor include a grid in its TA responses, cross-referencing statements of compliance with the supporting data in its responses. Note: the compliance grid, by and of itself does not constitute demonstrated evidence. The Contractor must submit a detailed CV for each of its proposed resources.

If specified, education must have been obtained from a recognized\* Canadian university, college or high school, or the equivalent as established by a recognized\* Canadian academic credentials assessment service, if obtained outside Canada. The Contractor must include copies of any degrees, diplomas or certificates.

\*The list of recognized Canadian academic credentials assessment service providers can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/indexe.stm>.

The Contractor is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.

Each project/contract summary should include the name, phone number or e-mail of client reference. Canada reserves the right to request and contact Client references to validate information in the responses.

It is recommended that the Contractor also include in the CV, the current level of personnel security held by the proposed resource and their corresponding Canadian Industrial Security Directorate (CISD) file number.

### 2. Mandatory Evaluation Criteria

TA Responses must meet the mandatory technical criteria specified below. The Contractor must provide the necessary documentation to support compliance with this requirement.

TA responses which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

ENVIRONMENTAL COMPLIANCE AUDITOR	
Number	Mandatory Evaluation Criterion
MT1	<p>The Contractor must demonstrate that the proposed resource has a valid Compliance Auditor – Environmental Professional (Compliance Environmental Auditor (CEA)) certification as per the <u>Canadian Environmental Certification Accreditation Board</u> (<a href="https://www.eco.ca/EPRoster/">https://www.eco.ca/EPRoster/</a>)</p> <p>The resource must be listed in the <u>Canadian Environmental Certification Accreditation Board</u> registry. Additionally, the Contractor must demonstrate the date the CEA certification was obtained.</p>

<b>MT2</b>	The Contractor must demonstrate that the proposed resource has a minimum of five (5) years of experience in environmental compliance auditing since obtaining their CEA.
<b>MT3</b>	<p>The Contractor must demonstrate that the proposed resource has completed a minimum of five (5) environmental compliance audits in the last two (2) years that focused on the Canadian Environmental Protection Act (CEPA) and its regulations, as well as provincial and territorial environmental acts and their regulations.</p> <p>The Contractor must provide the following information for each audit:</p> <ul style="list-style-type: none"><li>• Organization name;</li><li>• Role (e.g. lead auditor or auditor);</li><li>• Timeframe (month/year to month/year);</li><li>• Number of total days spent on the audit (e.g. document review and on site);</li><li>• Environmental considerations, regulations, or policies that were part of the compliance audit requirements; and</li><li>• Description of audit that includes the nature of the client's organization, audit scope, and approximate number of employees.</li></ul> <p>If the Contractor submits more than five (5) environmental compliance audits, only the first five (5) in order of presentation will be evaluated.</p> <p>The Contractor must provide the following customer reference information for each of the environmental compliance audits:</p> <ul style="list-style-type: none"><li>• Contact name;</li><li>• Current contact phone number;</li><li>• Position title; and</li><li>• Organization/company name, and</li><li>• Address.</li></ul> <p>The references must confirm that the proposed resource worked on the referenced environmental compliance audits.</p>
<b>MT4</b>	<p>The Contractor must demonstrate that the proposed resource has completed a minimum of three (3) environmental compliance audits for federal departments, agencies or crown corporations in the last five (5) years.</p> <p>The Contractor must provide the following information for each of the audit:</p> <ul style="list-style-type: none"><li>• Organization name;</li><li>• Role (e.g. lead auditor or auditor);</li><li>• Timeframe (month/year to month/year);</li><li>• Total number of days spent on the audit (document review and on site);</li><li>• Environmental considerations, regulations, or policies that were part of the compliance audit requirements; and</li><li>• Description of audit that includes the nature of the client's organization, audit scope, and approximate number of employees.</li></ul> <p>If the Contractor submits more than three (3) environmental compliance audits, only the first three (3) in order of presentation will be evaluated.</p>

	The Contractor may propose the same environmental compliance audits as referenced in MT3 or may propose different environmental compliance audits.
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### 3. Point Rated Technical Criteria

TA Reponses which meet all the mandatory technical criteria will be evaluated and scored as specified in the table inserted below. The Contractor must provide the necessary documentation to support compliance with this requirement.

TA responses which fail to meet the minimum score of the point rated technical criteria will be declared non-responsive. Each point rated technical criterion should be addressed separately.

#	Rated Requirements	Scoring Method	Max / Min Score
<b>ENVIRONMENTAL COMPLIANCE AUDITOR</b>			
<b>RT1</b>	In addition to MT2, the Contractor should demonstrate that the proposed resource has more than five (5) of experience in environmental compliance auditing since obtaining their CEA.	<p>More than 5 years to 10 years of experience = 10 points</p> <p>More than 10 years to 15 years of experience = 20 points</p> <p>More than 15 years of experience = 30 points</p>	Max = 30 points
<b>RT2</b>	<p>The Contractor should demonstrate that the proposed resource has completed environmental compliance audits or ISO 14001 environmental management systems registration audits working with at least one (1) of the following <u>North American Industry Classification System (NAICS) Canada codes</u> (<a href="https://www150.statcan.gc.ca/n1/en/pub/12-501-x/12-501-x2016003-eng.pdf?st=Zfpi-z87">https://www150.statcan.gc.ca/n1/en/pub/12-501-x/12-501-x2016003-eng.pdf?st=Zfpi-z87</a>):</p> <ul style="list-style-type: none"> <li>• 236 series – Construction of Buildings;</li> <li>• 237 series – Heavy Civil Engineering Construction; or</li> <li>• 9111 series – Defence service</li> </ul> <p>The Contractor may propose the same environmental compliance audits as referenced in MT3 and MT4 or may</p>	<p>Less than two (2) audits = 0 points</p> <p>2 to 5 audits = 5 points</p> <p>5 audits or more = 10 points</p>	Max = 10 points

	propose different environmental compliance audits.		
<b>RT3</b>	The Contractor should demonstrate that the proposed resource has experience leading ISO 14001 registration audits.	Less than 1 year of experience = 0 pts  1 to 5 years of experience = 5 points  5 to 10 years of experience = 10 points  More than 10 years of experience = 15 points	Max = 15 points
	<b>Maximum points:</b>		<b>55</b>
	<b>Minimum points:</b>		<b>30</b>

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## APPENDIX C TO ANNEX A – CERTIFICATIONS AT THE TASK AUTHORIZATION STAGE

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

### 1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the CVs and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

### 2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the Task Authorization Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

### 3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this Task Authorization and to submit his/her CV to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

### 4. CERTIFICATION OF LANGUAGE -

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

## ANNEX B – BASIS OF PAYMENT

During the period of the Contract, if the option is exercised, during the extended period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

### 1.0 Professional Fees

The Contractor will be paid all-inclusive fixed time rates as follows: **to be inserted in the resulting contract**

Category of Personnel	All Inclusive Fixed Daily Rate (Can \$)	Level of Services (Estimated)	Total (Can \$)
	A	B	C = A x B
<b>Period of the Contract:</b> date of Contract Award to 31 March 2021 <b>(estimated)</b>			
Two (2) Environmental Compliance Auditors	\$	80	\$
<b>Total, Period of the Contract</b>			\$
<b>Extended Contract period 1:</b> 01 April 2021 to 31 March 2022 <b>(estimated)</b>			
Two (2) Environmental Compliance Auditors	\$	80	\$
<b>Total, Extended Contract Period 1</b>			\$
<b>Extended Contract period 2:</b> 01 April 2022 to 31 March 2023 <b>(estimated)</b>			
Two (2) Environmental Compliance Auditors	\$	80	\$
<b>Total, Extended Contract Period 2</b>			\$
<b>Evaluated Price, Inclusive of All Periods (Applicable Taxes Excluded)</b>			\$
<b>Applicable Taxes</b>			\$

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 all-inclusive rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent travelling from the specified individual's work location to a specific pre-authorized work assignment that is inside the National Capital Region (NCR) defined in the [National Capital Act](http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont) (R.S.C., 1985, c. N-4), available on the Justice website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>). Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling will not be permitted.

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**Total Estimated Cost of Professional Fees** [amounts to be inserted below in the resulting contract]

**Initial Contract Period:** \$ [redacted]

**Extended Contract Period 1 (If Option is Exercised):** \$ [redacted]

**Extended Contract Period 2 (If Option is Exercised):** \$ [redacted]

## 2.0 Cost Reimbursable Expenses

### 2.1 Authorized Travel and Living Expenses for Work

Concerning the requirements to travel described in Annex A, Statement of Work , the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed outside the National Capital Region (NCR) defined in the [National Capital Act](#) (R.S.C., 1985, c. N-4), available on the Justice website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>), at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Canada will not 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.

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

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

### Total Estimated Cost of Authorized Travel and Living Expenses

**Initial Contract Period:** \$25,000.00

**Extended Contract Period 1 (If Option is Exercised):** \$25,000.00

**Extended Contract Period 2 (If Option is Exercised):** \$25,000.00

## 3.0 Total Estimated Cost

**Initial Contract Period:** \$ [redacted] [amounts to be inserted in the resulting contract]

**Extended Contract Period 1 (If Option is Exercised):** \$ [redacted]

**Extended Contract Period 2 (If Option is Exercised):** \$ [redacted]

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the 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 Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.5.2 of the Contract.

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**ANNEX C – NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. W6369-20-X033 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 agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: W6369-20-X033.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

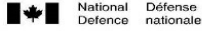


## ANNEX D – ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s) **(to be specified in the resulting contract)**:

- 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 E – DND 626 TASK AUTHORIZATION FORM



### TASK AUTHORIZATION AUTORISATION DES TÂCHES

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

**Instructions for completing  
DND 626 - Task Authorization**

**Contract no.**  
Enter the PWGSC contract number in full.

**Task no.**  
Enter the sequential Task number.

**Amendment no.**  
Enter the amendment number when the original Task is amended to change the scope or the value.

**Increase/Decrease**  
Enter the increase or decrease total dollar amount including taxes.

**Previous value**  
Enter the previous total dollar amount including taxes.

**To**  
Name of the contractor.

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

**Delivery/Completion date**  
Completion date for the task.

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

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

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

**GST/HST**  
The GST/HST cost as appropriate.

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

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

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

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

**N° du contrat**  
Inscrivez le numéro du contrat de TPSGC en entier.

**N° de la tâche**  
Inscrivez le numéro de tâche séquentiel.

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

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

**Valeur précédente**  
Inscrivez le montant total précédent, y compris les taxes.

**À**  
Nom de l'entrepreneur.

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

**Date de livraison/d'achèvement**  
Date d'achèvement de la tâche.

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

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

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

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

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

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

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