

Foreign Affairs, Trade and Development Canada

Affaires étrangères, Commerce et Développement Canada

A1. CONTRACT ADVISOR Mr. Brent Hygaard	International Environmen			
Procurement Specialist Real Property - Projects Mission Procurement	A3. SOLICITATION NUMBER 18-142656-BH	A4. PROJECT NUMBER N/A	<b>A5. DATE</b> March 3, 2020	
realproperty-contracts@international.gc.ca	A6. RFP DOCUMENTS 1. Request for Prop 2. General Informat 3. Submission Requ 4. Price Proposal Fo	ion (Section "I") uirements and Evalua orm (Section "III") ons (Section "IV")	tions (Section "II")	
Best Value (Point Rated) Request for Proposals (RFP)	<ol> <li>Certifications Precedent To Contract Award (Section "V")</li> <li>Submission Checklist (Section "VI")</li> <li>Draft Contract (Section "VII")</li> <li>SRCL</li> </ol>			
for	In the event of discrepan- wording of these docume above list shall prevail.			
Performance of the Work described in Appendix	A7. PROPOSAL DELIVE In order for the proposal to 14:00 EDT (Eastern Day the "Closing Date".	o be valid, it must be i		
"A" – Statement of Work of the draft contract.	Only electronic copies will be accepted and received at the following email address:			
	realproperty-contracts@international.gc.ca			
	Attention: <b>Brent Hygaard</b> Solicitation #: 18-142656-BH Bidders should ensure that their name and solicitation number are in the email subject/title.			
	<b>A8. PRICE PROPOSAL</b> All the information required in section SR6 should appear on Section "II" - Price Proposal ONLY and submitted in a separate attachment entitled "Price Proposal". Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.			
	A9. ENQUIRIES All enquiries or issues concerning this RFP must be submitted in writing to realproperty-contracts@international.gc.ca no later than April 7, 2020 in order to allow sufficient time to provide a response.			
	A10. LANGUAGE Proposals must be submitted in English or French.			
	A11. CONTRACT DOCUMEN The draft contract which execute is included with th detail and identify any pr in accordance with A9 not to make any amendment	the selected Bidder his RFP. Bidders are oblematic clauses to Enquiries. Her Maje	advised to review it in the Contract Advisor sty reserves the right	





### SECTION "I" – GENERAL INFORMATION

### INTRODUCTION

This bid solicitation is being issued by the Department of Foreign Affairs, Trade and Development Canada (DFATD). It is intended to result in the award of one (1) contract with task authorization for two (2) years, plus three (3) one (1) year irrevocable options allowing Canada to extend the term of the Contract. For additional information, see Appendix "C" – Supplementary Conditions, SC1. Task Authorization.

A security obligation is associated with this requirement. For additional information, see SR5.1. Mandatory Technical Criteria, MTC1.1.

The requirement is subject to the provisions of the:

- World Trade Organization Agreement on Government Procurement (WTO-AGP);
- North American Free Trade Agreement (NAFTA);
- Canada-European Union Comprehensive Economic and Trade Agreement (CETA);
- Canadian Free Trade Agreement (CFTA);
- Canada Chile Free Trade Agreement (CCFTA);
- Canada Colombia Free Trade Agreement;
- Canada Honduras Free Trade Agreement;
- Canada Korea Free Trade Agreement;
- Canada Panama Free Trade Agreement;
- Canada Peru Free Trade Agreement (CPFTA); and,
- Canada Ukraine Free Trade Agreement (CUFTA).

Resources for the work described in Appendix "A" are required on an as and when requested basis.

### SECTION "II" – SUBMISSION REQUIREMENTS AND EVALUATIONS

### SR1. INTRODUCTION

- SR1.1. This section outlines the information Bidders are required to submit. To qualify, Bidders must meet the mandatory requirements set out in the RFP. Proposals not meeting the Mandatory Requirements will not be given any further consideration. Submissions meeting the Mandatory Requirements shall be evaluated according to the criteria and point rating set out in SR5 TECHNICAL PROPOSAL and SR6 PRICE PROPOSAL FORM. Should Her Majesty elect to proceed with a contract, the Bidder with the highest score will be awarded the Contract.
- **SR1.2.** The evaluation will be based solely on the content of the responses and any correctly submitted amendment. No assumptions should be made that Her Majesty has any previous knowledge of the Bidders' qualifications other than that supplied pursuant to this RFP.

### SR2. SUBMISSION OF PROPOSALS

- **SR2.1.** Proposals must be received by the Department of Foreign Affairs, Trade and Development (DFATD) at the email address identified and by the date and time on page 1 of the solicitation. Canada will not be responsible for proposals delivered to a different email address.
- **SR2.2.** Bidders should ensure that their name, closing date, and solicitation number is clearly referenced in the email message. It is the responsibility of the Bidder to confirm that their submission has been received on time, and to the correct email address.
- **SR2.3.** More than one (1) e-mail can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).
- **SR2.4.** Canada requests that Bidders provide their electronic proposals in Portable Document Format (.pdf) software application files or Microsoft office version 2003 or greater files.
- SR2.5. Bidders should follow the specifications format instructions described below, during the preparation of their bid:
  - a) Minimum type face of 10 points.
  - b) All material be formatted to print on 8.5" x 11" or A4 paper.
  - c) For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

Please note: bids may be modified or resubmitted only before the solicitation closing date, and must be done in writing. The latest bid received will supersede any previously received bids.

- **SR2.6.** Canada will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:
  - The size of attachments exceeds 10 MB;
  - The e-mail was rejected or put in quarantine because it contains executable code (including macros);
  - The e-mail was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.
- SR2.7. Links to an online storage service (such as Google Drive<sup>™</sup>, Dropbox<sup>™</sup>, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, will not be accepted. All documents submitted must be attached to the e-mail.

- **SR2.8.** It is strongly recommended that Bidders confirm with the Contract Advisor that their complete proposal was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.
- SR2.9. Canada requires that each proposal, at closing date and time or upon request from the Contract Advisor, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, the Contract Advisor may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of the Contract Advisor and to provide the signature(s) within the time frame provided may render the bid non-responsive.
- **SR2.10.** It is the Bidder's responsibility to:
  - a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
  - b) prepare its proposal in accordance with the instructions contained in the RFP;
  - c) submit by closing date and time a complete proposal;
  - d) send its bid only to the email address specified on page 1 of the bid solicitation;
  - e) ensure that the Bidder's name, and the RFP number are in the subject header of the email containing the proposal; and,
  - f) provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- **SR2.11.** Proposals received on or before the stipulated RFP closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Bidders. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- **SR2.12.** Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- **SR2.13.** Joint Ventures will not be considered for this requirement.
- **SR2.14.** A proposal cannot be assigned or transferred in whole or in part.

# SR3. PHASED BID COMPLIANCE PROCESS (PBCP)

The Phased Bid Compliance Process applies to this requirement. Canada will use the Phased Bid Compliance Process described below.

- **SR3.1.** Phased Bid Compliance Process
  - a) Canada is conducting the PBCP described below for this requirement.

b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

The Bidder acknowledges that the reviews in Phase I or II of this PBCP are preliminary and do not preclude a finding in Phase III that the bid is non-responsive, even for mandatory requirements which were subject to review in Phase I or II and notwithstanding that the bid had been found responsive in such earlier phase. Canada may deem a bid to be non-responsive to a mandatory requirement at any phase.

The Bidder also acknowledges that its response to a notice or a compliance assessment report (CAR) (each defined below) in Phase I or II may not be successful in rendering its bid responsive to the mandatory requirements that are the subject of the notice or CAR, and may render its bid non-responsive to other mandatory requirements.

- c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

### SR3.2. Phase I: Financial Bid

- a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b) Canada's review in Phase I will be performed by officials of the Department of Foreign Affairs, Trade and Development.
- c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered nonresponsive and will be given no further consideration.



- d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section.
   If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

# SR3.3. Phase II: Technical Bid

- a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.

- d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid. However, the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score which is used to calculate any score for the Bid.
- h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

# SR3.4. Phase III: Final Evaluation of the Bid

- a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) A Bid is non-responsive and will receive no further consideration if it does not meet all of the mandatory evaluation criteria of the solicitation.

### SR4. BASIS OF SELECTION - HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE

- a) To be declared responsive, a bid must:
  - comply with all the requirements of the bid solicitation; and
  - meet all mandatory criteria; and
  - obtain the required minimum points specified for each criterion for the technical evaluation, and
  - obtain the required minimum of 228 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 380 points.
- b) Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
- c) 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.
- d) 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 %.
- e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- g) The responsive bids will be ranked in descending order according to the highest combined rating of technical merit and price.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by an 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000.

		Bidder 1	Bidder 2	Bidder 3
Overall Techn	ical Score	115/135	89/135	92/135
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
Calculations	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rat	ing	84.18	73.15	77.70
Overall Rankir	ng	1st	3rd	2nd

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

### SR5. TECHNICAL PROPOSAL

In their technical offer, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the Work.

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

This section should not exceed twenty-five (25) single-sided pages. Material exceeding the twenty-five (25) page maximum will not be considered. Copies of required certificates and licences, curricula vitae and title pages are not included in the twenty-five (25) page limit.

Proposals will be evaluated against the mandatory criteria listed below. Bidders must meet every mandatory criteria to be further evaluated. Bids which fail to meet one or more mandatory criteria will be declared non-responsive.

Proposals must identify the qualifications and experience of the Company as well as the proposed resource personnel to carry the tasks by systematically addressing each of the requirements as detailed below.

#### SR5.1. **Mandatory Technical Criteria**

The Phased Bid Compliance Process will apply to all Mandatory Technical Criteria. The Bidders should use the tables below to provide the information requested.

### **SECTION 1 – PROPOSED RESOURCES**

The Bidder must submit the names, security clearance information, years of relevant professional experience, and curricula vitae of four in-house (4) Project Personnel and two in-house (2) Senior Personnel who will be assigned to work under this contract. Each proposed resource must be an in-house employee. The Bidder must provide a description of how the selected project team members cover the range of expertise and skill sets required to deliver on the provision of services specified in the Statement of Work.

PROPOSI	ED RESOURCES	
ltem	Description	Compliance
MTC1.1	Each proposed resource must have a current, valid Government of Canada Reliability status or higher security clearance at the time of bid closing. Bidder must include the security clearance level, number, and expiry date. https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html	Bidder should complete the grids below
MTC1.2	Each proposed resource must be an in-house employee.	
MTC1.3	Curriculum vitae must be submitted for each proposed resource.	
MTC1.4	<ul> <li>Each proposed Project Personnel must have a minimum of five (5) years of professional experience within the last 10 years (March 2010 – March 2020), performing some, or all of the following: <ul> <li>Phase I/II environmental site investigations;</li> <li>Drinking water risk assessments;</li> <li>Indoor air quality screenings and investigations;</li> <li>Designated substance surveys; or</li> <li>Providing environmental expert support services.</li> </ul> </li> </ul>	
MTC1.5	<ul> <li>Each proposed Senior Personnel must have a minimum of ten (10) years of professional experience within the last 15 years (March 2005-March 2020), performing some or all of the following: <ul> <li>Phase I/II environmental site investigations;</li> <li>Drinking water risk assessments;</li> <li>Indoor air quality screenings and investigations;</li> <li>Designated substance surveys; or</li> <li>Providing environmental expert support services.</li> </ul> </li> </ul>	
MTC1.6	<ul> <li>The bidder must identify how the selected project team (4 Project Personnel and 2 Senior Personnel) have experience in all of the following: <ul> <li>Phase I/II environmental site investigations;</li> <li>Drinking water risk assessments;</li> <li>Indoor air quality screenings and investigations;</li> <li>Designated substance surveys; and</li> <li>Providing environmental expert support services.</li> </ul> </li> </ul>	



Project Personnel 1		
Full Name:		
Security Clearance		
Clearance Level:		
Certificate Number:		
Expiration Date:		
Professional Experience	•	
In-house personnel	□Yes	□No
Curriculum vitae submitted	□Yes	□No
Five (5) years of professional experience, which was obtained between March 2010 and March 2020 performing some or all of the following: delivering on Phase I/II environmental site investigations; drinking water risk assessments; indoor air quality screenings and investigations; designated substance surveys; and providing environmental expert support services.		

Project Personnel 2		
Full Name:		
Security Clearance		
Clearance Level:		
Certificate Number:		
Expiration Date:		
Professional Experience		
In-house personnel	□Yes	□No
Curriculum vitae submitted	□Yes	□No
Five (5) years of professional experience, which was obtained between March 2010 and March 2020 performing some or all of the following: delivering on Phase I/II environmental site investigations; drinking water risk assessments; indoor air quality screenings and investigations; designated substance surveys; and providing environmental expert support services.		



Project Personnel 3		
Full Name:		
Security Clearance		
Clearance Level:		
Certificate Number:		
Expiration Date:		
Professional Experience		
In-house personnel	□Yes	□No
Curriculum vitae submitted	□Yes	□No
Five (5) years of professional experience, which was obtained between March 2010 and March 2020 performing some or all of the following: delivering on Phase I/II environmental site investigations; drinking water risk assessments; indoor air quality screenings and investigations; designated substance surveys; and providing environmental expert support services.		

Project Personnel 4			
Full Name:			
Security Clearance			
Clearance Level:			
Certificate Number:			
Expiration Date:			
Professional Experience			
In-house personnel	□Yes	□No	
Curriculum vitae submitted	□Yes	□No	
Five (5) years of professional experience, which was obtained between March 2010 and March 2020 performing some or all of the following: delivering on Phase I/II environmental site investigations; drinking water risk assessments; indoor air quality screenings and investigations; designated substance surveys; and providing environmental expert support services.			



Senior Personnel 1		
Full Name:		
Security Clearance		
Clearance Level:		
Certificate Number:		
Expiration Date:		
Professional Experience		
In-house personnel	□Yes	□No
Curriculum vitae submitted	□Yes	□No
Ten (10) years of professional experience, which was obtained between March 2005 and March 2020 performing some or all of the following: delivering on Phase I/II environmental site investigations; drinking water risk assessments; indoor air quality screenings and investigations; designated substance surveys; and providing environmental expert support services.		

Senior Personnel 2		
Full Name:		
Security Clearance		
Clearance Level:		
Certificate Number:		
Expiration Date:		
Professional Experience		
In-house personnel	□Yes	□No
Curriculum vitae submitted	□Yes	□No
Ten (10) years of professional experience, which was obtained between March 2005 and March 2020 performing some or all of the following: delivering on Phase I/II environmental site investigations; drinking water risk assessments; indoor air quality screenings and investigations; designated substance surveys; and providing environmental expert support services.		



# SECTION 2 – INTERNATIONAL PROJECT EXPERIENCE

	INTERNATIONAL PROJECT EXF	PERIENCE
ltem	Description	Compliance
MTC2	The Bidder must have international project experience. International experience is defined as performing work in a country other than where the company has its headquarters. Bidder must provide one (1) project, completed after March 2017, which responds to at least one of the following scope of required services: RS 1 Phase I/II Environmental Site Investigations; RS 2 Drinking Water Risk Assessments; RS 3 Indoor Air Quality Screenings and Investigations; or RS 4 Designated Substance Surveys.	Bidder should complete the grid below.

MTC2 PROJECT 1			
Bidder Headquarters	Country: City:		
Project Location	Country: City:		
Project Title			
Client	Company Name: Company Address: Client Contract Phone Number and Email:		
Project Start Date and Duration	Start date of project (Must be after March 2017): End date of project (Must be before March 2020):		
Description of work performed. Must be either: Phase I/II Environmental Site Investigations; or Drinking Water Risk Assessments; or Indoor Air Quality Screenings and Investigations; or Designated Substance Surveys			

### SECTION 3 – PROFESSIONAL CERTIFICATION

PROFESSI	PROFESSIONAL CERTIFICATION				
Item	Description	Compliance			
MTC3	The Bidder must provide evidence that at least one (1) of the proposed senior team members is a licenced professional engineer in Canada.	•			

### SR5.2. Point-Rated Technical Criteria

Each point rated technical criterion should be addressed separately.

Proposals having successfully met ALL of the mandatory criteria will be evaluated and point-rated against the criteria listed below. Bidder must receive a minimum technical score of 60% per point-rated technical criterion in order to be further evaluated on the basis of their financial proposal. Bids, which fail to obtain the required minimum number of points specified, will be declared non-responsive.

The maximum number of points that can be awarded for each point-rated (PR) technical criterion, based on length and depth of experience, are as specified in the table below. The points will then be totaled.

The maximum points to be awarded is summarized as follows:

Technical Criteria	Maximum Points Available	Minimum Acceptable Technical Score (60%)	Percentage of Available Points
PR1 Work Plan	140	84	36%
PR2 Corporate Experience	120	72	32%
PR3 Experience of Personnel	120	72	32%
TOTAL Point-Rated Technical Criteria	380	228	100%



### PR1. Work Plan (Maximum 140 points)

### Intent

Evaluate the Bidder's strategy for delivering environmental projects that investigate existing conditions and propose mitigation measures for identified properties.

Scenario: Energy and Water Audit Task Authorization

The contractor is presented with Task Authorization TA#001 which describes the requirements for a detailed energy and water consumption assessment which is to be completed in one (1) building: the Chancery, at the High Commission of Canada in New Delhi, India, and finalized within the next 3 months.

In broad terms, the energy and water audit will address the following:

- · Energy and water supply to the facilities;
- · Energy and water usages at the facilities;
- Energy and water losses;
- · Energy and water costs associated to their use at the facilities;
- Propose energy and water conservation measures, savings and efficiency initiatives.

The energy and water audit (referred to as the audit) will assist DFATD in identifying and developing investment initiatives at the Mission. The audit will also allow DFATD to baseline the energy and water consumption levels at the facility.

### TA Scope of Work

The following must be completed in order to develop energy and water investment initiatives for the facility:

- 1. Utility Consumption Analysis
- Establish baseline utility consumption including electricity, gas, water and any other inputs at the facility;
- A minimum of 24 months of consumption data should be analysed;
- On and off-hour analysis shall be performed to calculate consumption during unoccupied periods;
- The contractor will meet with facility personnel to determine the operational factors that affect building energy and water consumption;
- The contractor will obtain the utility records from the service providers on behalf of DFATD. Architectural and engineering plans will be provided to the contractor. Equipment capacity data that has been collected will be provided, however, the contractor will gather data that may be incomplete or missing.
- 2. End of Use Analysis
- End use consumption will be reported under the following categories: space heating and cooling, water heater, mechanical and electrical equipment, lighting and plug loads;
- The contractor will review the current building automation system and building operation;
- Where possible, actual consumption data will be used. Where end uses are not measured and will be estimated, a description of the method used to develop these estimates shall be provided.

### 3. Cost Analysis

- The cost per unit of energy or water will be presented on a monthly basis. Where data is not available, costs shall be estimated and a description of the method used to develop these estimates shall be provided;
- Billing rates and structures shall be reviewed, any billing abnormalities will be flagged and explained;
- Any recommendations for saving opportunities shall be highlighted.
- 4. Savings and Efficiency Initiatives
  - The contractor will determine the feasibility and potential for energy conservation, water conservation, and renewable energy measures that are lifecycle and cost effective;
- A description of each conservation measure will be provided. The description will include the capital cost to implement the project, the time and level of effort required, the estimated cost savings (including utility rebates) and the environmental benefit;
- The contractor will develop a prioritized list of conservation measures. Both short term (less than five years) and long term (over five years) initiatives will be presented.
- 5. Audit Report
- The completed energy and water audit report will be supplied by the contractor and must address all items in the scope of work;
- A draft report will be delivered to DFATD within 6 weeks of field work completion for comment and review;
- A final report addressing all received comments and including all supporting documentation collected during the preparation of the audit report (e.g. utility bills, interview records, equipment information, etc.) will be delivered to DFATD within 2 weeks of comment receipt.

### Information to be submitted

The Bidder shall prepare a proposal in response to the TA#001 scenario depicted above which describes the firm's approach to responding to the individual TA.

An effective project delivery strategy will describe the Bidder's:

- i. Scope;
- ii. resource and communication management practices;
- iii. schedule and cost control practices;
- iv. risk management procedures, including how these relate to quality assurance and scope change; and,
- v. an example invoice breaking down all labour, travel and disbursements expenditures without including any actual prices.

The strategy must be delivered in a maximum of four (4) single-sided pages, excluding Gantt chart and example invoice.

### <u>Note</u>

Simply reprinting excerpts from the Scenario TA Scope of Work does **NOT** demonstrate an appropriate level of understanding of the project objectives, tasks and deliverables. This will result in a zero (0) score for those sections.

prepared work plan has described how the field work will be executed, monitored and controlled. PR1.2 Resource Management The prepared work plan has described the Bidder's approach to resource allocation and availability to ensure deliverables

are completed within the prescribed timeline. The Bidder has demonstrated its ability to properly staff the project and provided contingency plans specific to key team members as evidence that the firm has the capacity to complete multiple projects at the same time. The Bidder has described the responsibilities of each project team member and how the work will be completed, verified and approved.

# PR1.3 Communication Management

The prepared work plan has established how the Bidder will manage communications on the project. The Bidder has also provided clear guidelines on how, at what frequency, to whom and by whom information will be shared, across all stakeholders.

# PR1.4 Schedule Management

The prepared work plan has provided a detailed project timeline, including the critical path, that shows how the work will be planned, performed and how each deliverable will be completed within the allotted time. Milestones and project dependencies are identified on a Gantt chart which also summarizes the relationships between individual tasks and Parties.

# PR1.5 Cost Breakdown

The Bidder has provided a line-item cost breakdown that reflects the proposed program structure, organized into specific activities and services, which reflect the program goals and objectives. The Bidder has described allocated contingencies, assumptions, and a qualitative description.

The prepared work plan has described the Bidder's procedures to monitor expenditures throughout the project life. These procedures describe cost variance tracking practices and action measures to be taken to avoid cost overruns. The Bidder has also presented additional benefits such as identified cost efficiencies.

# PR1.7 Risk Management

The prepared work plan has described a proactive risk management strategy which includes occupational health and safety requirements, quality assurance and quality control practices, contingency planning to mitigate unforeseen issues, information on preventing scope creep, on monitoring project status and managing change requests.

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# **PR1 Work Plan Rating Table**

Foreign Affairs, Trade and

Development Canada

Affaires étrangères, Commerce

et Développement Canada

Work Plan Criteria	Points
PR1.1 Scope Management	20

The prepared work plan has demonstrated a clear understanding of the project objectives, project tasks and deliverables as described in the TA Statement of Work. This includes but is not limited to elements such as the overall project

limitations, aspects that may require additional clarification and those that are excluded from the project scope. The



Solicitation Number: 18-142656-BH

# **PR1 Work Plan Evaluation Table**

Unsatisfactory 0 - 6	Lacking specific detail 7 - 11	Adequate 12 - 14	Exceeds the requirement 15 - 17	Significantly exceeds the requirement 18 - 20
Unsatisfactory No details provided.	Inadequate explanation of how the requirement will be met.	Acceptable explanation of how the requirement will be met.	Clear, easy-to- understand explanation of how the requirement will be met.	Well-detailed, in depth, and specific explanation of how the requirement will be met.
No approach or methodology was proposed.	The approach and methodology has limited structure and coherence; the approach is rarely logical and often disorganized.	The approach and methodology are structured and coherent; most of the necessary details are provided.	The approach and methodology are structured and coherent; most of the necessary details are provided.	The approach and methodology are structured, coherent, and all necessary details are provided.
Some major elements were not addressed.	There are several major deficiencies with the objectives and expected outcomes of this requirement.	There are minor deficiencies with the objective and expected outcomes of this requirement. Some minor elements were not addressed clearly.	There are minor deficiencies with the objective and expected outcomes of this requirement.	There are no deficiencies with the objectives and expected outcomes of this requirement.
	The Bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement.	The Bidder demonstrates the minimum acceptable capability to meet most elements of the requirement.	The Bidder demonstrates the capability to adequately meet all elements of the requirement.	The Bidder demonstrates an understanding of the objective and the capability to fully meet all elements of the requirement.

# PR2. Corporate Experience (Maximum 120 points)

### Intent

Evaluate the Bidder's recent corporate experience in delivering the services identified in the Statement of Work to establish the environmental conditions of investigated properties. The Bidder should demonstrate that over the last three (3) years (March 2017-March 2020), the firm has participated in the range of environmental services described in the Statement of Work, within or outside Canada.

### Information to be submitted

Adequate experience consists of three (3) projects. The submitted projects should include one (1) Phase I Environmental Site Investigation, one (1) Drinking Water Risk Assessment, and one (1) Indoor Air Quality Investigation completed within the past three (3) years (March 2017 – March 2020). To facilitate evaluation, the Bidder should fill out the three (3) grids below.

Information on specific projects should include:

- The title of project(s), location (city, country), period for the project;
- Client references names, address, email, phone number of client contact at working level. DFATD reserves the right to contact the Bidder or the references provided at its sole discretion;
- The corporate role in the project including scope of services rendered, project objectives, specific constraints and how these were overcome;
- The level of complexity and technical difficulty of the project; and
- The Bidder's success in providing project deliverables within stated quality, budget and schedule requirements.

The Bidder should demonstrate project experience closely related to the required Scope of Services, including environmental site investigations, drinking water risk assessments, and air quality investigations. The Bidder should address all requirements stated in PR2.1, PR2.2 and PR2.3. In addition, the Bidder should demonstrate that environmental investigation experience presented is related to real property management.

### PR2 Corporate Experience Rating Table

### **Corporate Experience Criteria**

### PR2.1 Phase I Environmental Site Investigation

The Bidder has clearly defined a methodology and approach to conducting a Phase I ESI that meets the requirements as described in the Scope of Work. The Bidder has demonstrated its ability to identify areas of potential environmental concerns (APECs) and contaminants of potential concern (CoPCs). The Bidder has demonstrated its capacity to classify contaminated sites in accordance with the National Classification System for Contaminated Sites (NCSCS). The Bidder has demonstrated its experience in completing intrusive/non-intrusive designated substances investigations, drinking water and air quality inspections including sample equipment arrangements, sample collection procedures, general field protocols, relationships with accredited laboratories and knowledge of applicable guidelines and regulations. The Bidder has described how it has overcome encountered complexities and challenges, and how these learnings may be applied to planning improvements for DFATD projects, as they relate to real property.

### PR2.2 Drinking Water Risk Assessment

The Bidder has clearly defined a methodology and approach to conducting a Drinking Water Risk Assessment that meets the requirements as described in the Scope of Work. The Bidder has demonstrated its ability to identify system vulnerabilities, deficiencies, hazards and potential sources of contamination. The Bidder has demonstrated its ability to develop, implement and commission a new drinking water system or upgrade. The Bidder explains the major challenges encountered on the project, describes the management approach to handling these challenges and how these were surmounted to arrive at a positive outcome. The Bidder details the implemented innovative solutions and/or enhancements and relates how these learnings may be applied to planning improvements for DFATD projects, as they relate to real property.

### PR2.3 Indoor Air Quality (IAQ) Investigation

The Bidder has clearly defined a methodology and approach to conducting an Indoor Air Quality Investigation that meets the requirements as described in the Scope of Work. The Bidder demonstrates its ability to identify potential sources of indoor air quality discomfort and to perform an IAQ assessment, including sample equipment arrangements, sample collection procedures, general field protocols, relationships with accredited laboratories and knowledge of applicable guidelines and regulations. The Bidder demonstrates its ability to complete a building inspection, to fully diagnose IAQ problems and provide tangible site specific recommendations. The Bidder has described how it has overcome encountered complexities and challenges, and how these learnings may be applied to planning improvements for DFATD projects, as they relate to real property.

40

40

Points



# **PR2 Corporate Experience Evaluation Table**

Unsatisfactory	Lacking specific detail	Adequate	Exceeds the requirement	Significantly exceeds the requirement
0 - 12	13 - 23	24 - 29	30 - 35	36 - 40
Unsatisfactory No details provided.	Inadequate explanation of how the requirement will be met.	Acceptable explanation of how the requirement will be met.	Clear, easy-to- understand explanation of how the requirement will be met.	Well-detailed, in depth, and specific explanation of how the requirement will be met.
No approach or methodology was proposed.	The approach and methodology has limited structure and coherence; the approach is rarely logical and often disorganized.	The approach and methodology are structured and coherent; most of the necessary details are provided.	The approach and methodology are structured and coherent; most of the necessary details are provided.	The approach and methodology are structured, coherent, and all necessary details are provided.
Some major elements were not addressed.	There are several major deficiencies with the objectives and expected outcomes of this requirement.	There are minor deficiencies with the objective and expected outcomes of this requirement. Some minor elements were not addressed clearly.	There are minor deficiencies with the objective and expected outcomes of this requirement.	There are no deficiencies with the objectives and expected outcomes of this requirement.
	The Bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement.	The Bidder demonstrates the minimum acceptable capability to meet most elements of the requirement.	The Bidder demonstrates the capability to adequately meet all elements of the requirement.	The Bidder demonstrates an understanding of the objective and the capability to fully meet all elements of the requirement.



# PR2 PROJECT 1 PHASE I ENVIRONMENTAL SITE INVESTIGATION

Project Title	
Project Location	Country: City:
Client	Company Name: Company Address: Client Contact Phone Number and Email:
Project Start Date and Duration	Start date of project (Must be after March, 2017): End date of project (Must be before March, 2020):
<ul> <li>The corporate role in the project including:</li> <li>The scope of services rendered;</li> <li>The project objectives;</li> <li>The specific constraints and how these were overcome;</li> <li>The level of project complexity and technical difficulty.</li> </ul>	
Success in providing project deliverables within stated quality, budget and schedule requirements.	

PR2 PROJECT 2 DRINKING WATER RISK ASSESSMENT		
Project Title		
Project Location	Country: City:	
Client	Company Name: Company Address: Client Contact Phone Number and Email:	
Project Start Date and Duration	Start date of project (Must be after March, 2017): End date of project (Must be before March, 2020):	
<ul> <li>The corporate role in the project including:</li> <li>The scope of services rendered;</li> <li>The project objectives;</li> <li>The specific constraints and how these were overcome;</li> <li>The level of project complexity and technical difficulty.</li> </ul>		
Success in providing project deliverables within stated quality, budget and schedule requirements.		



PR2 PROJECT 3 INDOOR AIR QUALITY INVESTIGATION		
Project Title		
Project Location	Country: City:	
Client	Company Name: Company Address: Client Contact Phone Number and Email:	
Project Start Date and Duration	Start date of project (Must be after March, 2017): End date of project (Must be before March, 2020):	
<ul> <li>The corporate role in the project including:</li> <li>The scope of services rendered;</li> <li>The project objectives;</li> <li>The specific constraints and how these were overcome;</li> <li>The level of project complexity and technical difficulty.</li> </ul>		
Success in providing project deliverables within stated quality, budget and schedule requirements.		

### PR3. Experience of Personnel (Maximum 120 points, 20 points per personnel)

#### Intent

Evaluate the recent experience of the proposed personnel. The Bidder should demonstrate that it has personnel in-house with the capability, capacity, and expertise in each area listed in the Statement of Work.

The curriculum vitae provided for each of the four (4) proposed project personnel and two (2) senior personnel who will perform the work should include:

- The personnel's educational background;
- Canadian professional accreditations (Professional Engineer, Professional Geoscientist, Certified Industrial Hygienist, Certified Technicians and Technologists);
- English and French language proficiency;
- Years of professional experience; and,
- Environmental project experience completed within the last 5 years to bid closing date.

The personnel's English and French language proficiency should be qualified per the following definitions:

**Novice:** Can communicate minimally, in short and paused contributions. Understands most speech that deals with concrete and routine topics and is delivered slowly and clearly in standard speech.

**Intermediate:** Can ask and answer simple questions on familiar topics and handle a simple situation or transaction. Understands the main points of clear standard speech that deals with concrete, work-related topics and is delivered at normal speed.

**Advanced:** Can communicate naturally with a high degree of ease and control. Uses a broad range of vocabulary and structures when talking about complex and abstract topics. Understands linguistically complex speech when spoken at normal and high speed.

The project experience should demonstrate work as detailed in the Statement of Work, including international experience, environmental site assessments, drinking water risk assessments, designated substances assessments, air quality assessments, planning and designing environmental sampling and analysis work plans, providing technical expertise and advice, making recommendations and preparing reports.

### <u>Note</u>

Simply reprinting excerpts from the Scope of Services does **NOT** demonstrate an appropriate level of expertise and skills. So doing will result in a zero (0) score for that section.

Simply stating that personnel have work experience identical to the requirements described in the Scope of Services does **NOT** demonstrate an equivalent level of experience. So doing will result in a zero (0) score for that section.

The Bidder should complete the grids below.

### PR3.1 Project Personnel (Maximum 20 points for each proposed project personnel member)

### PR3.1.1 Years of relevant experience (Maximum 6 Points)

Points are awarded based on total years of relevant professional experience related to the areas listed in the Statement of Work.

Years	Points
5	1
6-9	4
10+	6

### PR3.1.2 Number of recent projects (Maximum 5 Points)

One (1) point per project category for each of the following completed in the past five (5) years, since March 2015:

Project	Points
Phase I/II Environmental Site Investigations	1
Drinking Water Risk Assessments	1
Indoor Air Quality Screenings and Investigations	1
Designated Substance Surveys	1
Environmental Expert – Support Services	1

### PR3.1.3 Canadian professional accreditations (Maximum 5 Points)

Points are awarded for any one (1) of the following:

Professional Accreditation	Points
Professional Engineer	5
Professional Geoscientist	5
Certified Industrial Hygienist	5
Certified Technician	4
Technologist	4

To demonstrate accreditation, Bidders should provide a letter from the professional association or a copy of the professional certification.

### PR3.1.4 Language (Maximum 4 points)

Language proficiency, in both official languages, as per the most appropriate definition above.

Proficiency	Points
EN - novice	0
EN - intermediate	1
EN - advanced	2
FR - novice	0
FR - intermediate	1
FR - advanced	2



Project Personnel 1				
Full Name				
Education				
Canadian Professional Accreditation				
English Language Proficiency	Novice  - or - Intermediate  - or - Advanced			
French Language Proficiency	Novice  - or - Intermediate  - or - Advanced			
Years of relevant professional experience				
Project experience completed since March 2015				
Phase I/II Environmental Site Investigations				
Drinking Water Risk Assessments				
Indoor Air Quality Screenings and Investigations				
Designated Substance Surveys				
Environmental Expert – Support Services				

Project Personnel 2				
Full Name				
Education				
Canadian Professional Accreditation				
English Language Proficiency	Novice  - or - Intermediate  - or - Advanced			
French Language Proficiency	Novice  - or - Intermediate  - or - Advanced			
Years of relevant professional experience				
Project experience completed since March 2015				
Phase I/II Environmental Site Investigations				
Drinking Water Risk Assessments				
Indoor Air Quality Screenings and Investigations				
Designated Substance Surveys				
Environmental Expert – Support Services				



Project Personnel 3				
Full Name				
Education				
Canadian Professional Accreditation				
English Language Proficiency	Novice □ - or - Intermediate □ - or - Advanced □			
French Language Proficiency	Novice  - or - Intermediate  - or - Advanced			
Years of relevant professional experience				
Project experience completed since March 2015				
Phase I/II Environmental Site Investigations				
Drinking Water Risk Assessments				
Indoor Air Quality Screenings and Investigations				
Designated Substance Surveys				
Environmental Expert – Support Services				

Project Personnel 4				
Full Name				
Education				
Canadian Professional Accreditation				
English Language Proficiency	Novice  - or - Intermediate  - or - Advanced			
French Language Proficiency	Novice  - or - Intermediate  - or - Advanced			
Years of relevant professional experience				
Project experience completed since March 2015				
Phase I/II Environmental Site Investigations				
Drinking Water Risk Assessments				
Indoor Air Quality Screenings and Investigations				
Designated Substance Surveys				
Environmental Expert – Support Services				

### PR3.2 Senior Personnel (Maximum 20 points for each proposed senior personnel member)

### PR3.2.1 Years of relevant experience (Maximum 6 Points)

Points are awarded based on total years of relevant professional experience related to the areas listed in the Statement of Work.

Years	Points
10	1
11-14	4
15+	6

### PR3.2.2 Number of recent projects of similar scope (Maximum 5 Points)

One (1) point per project category for each of the following completed in the past five (5) years, since March 2015:

Project	Points
Phase I/II Environmental Site Investigations	1
Drinking Water Risk Assessments	1
Indoor Air Quality Screenings and Investigations	1
Designated Substance Surveys	1
Environmental Expert – Support Services	1

### PR3.2.3 Canadian professional accreditations (Maximum 5 Points)

Points are awarded for any one (1) of the following:

Professional Accreditation	Points
Professional Engineer	5
Professional Geoscientist	5
Certified Industrial Hygienist	5
Certified Technician	4
Technologist	4

Bidder should provide a letter from the professional association or a copy of the professional certification.

### PR3.2.4 Language (Maximum 4 points)

Language proficiency, in both official languages, as per the most appropriate definition above.

Proficiency	Points
EN - novice	0
EN - intermediate	1
EN - advanced	2
FR - novice	0
FR - intermediate	1
FR - advanced	2



Senior Personnel 1				
Full Name				
Education				
Canadian Professional Accreditation				
English Language Proficiency	Novice  - or - Intermediate  - or - Advanced			
French Language Proficiency	Novice  - or - Intermediate  - or - Advanced			
Years of relevant professional experience				
Project experience completed since March 2015				
Phase I/II Environmental Site Investigations				
Drinking Water Risk Assessments				
Indoor Air Quality Screenings and Investigations				
Designated Substance Surveys				
Environmental Expert – Support Services				

Senior Personnel 2				
Full Name				
Education				
Canadian Professional Accreditation				
English Language Proficiency	Novice  - or - Intermediate  - or - Advanced			
French Language Proficiency	Novice  - or - Intermediate  - or - Advanced			
Years of relevant professional experience				
Project experience completed since March 2015				
Phase I/II Environmental Site Investigations				
Drinking Water Risk Assessments				
Indoor Air Quality Screenings and Investigations				
Designated Substance Surveys				
Environmental Expert – Support Services				

### SR6 PRICE PROPOSAL

**SR6.1.** All the information required in section SR6 must appear on Section "II" - Price Proposal Form ONLY and submitted in a separate attachment entitled "Price Proposal". Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.

### SR6.2. Firm Hourly Rates

- a) Bidders must quote a Firm Hourly Rate including the cost of instruments, small tools (excluding the cost of The Minister's services and equipment/furniture) and administrative support for each proposed personnel position for the resulting Task Authorization Contract period;
- b) All payments shall be made according to the terms of payment set out in the attached Draft Contract;
- c) Exchange rate fluctuation protection is not offered;
- d) Optional Services: The Bidder grants to Canada the irrevocable option to acquire the optional services, unforeseen in the Contract, under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Departmental Representative and will be evidenced, for administrative purposes only, through a Contract amendment. The Departmental Representative may exercise the option at any time before the expiry of the Contract by sending a written notice to the Bidder;
- e) Bidders shall estimate the value of the taxes (including VAT per SR6.3) expected to be payable by Her Majesty as a result of entering into a contract with the Bidder; and
- f) Price Proposals not meeting the above requirements will not be given any further consideration.

### SR6.3. Taxes & Duties

- a) Bidders must provide full details concerning the applicability, amount, and administration of the payment of all taxes (including VAT as described below) and duties (including import duties) payable in respect of the Work, as well as any possible exemption from all or part of same.
- b) Her Majesty will pay the output VAT specified in the Price Proposal Form provided:
  - i. that amount is applicable to the Work provided by the Bidder to Her Majesty under the Contract. Her Majesty will not be responsible for the payment of any VAT payable by the Bidder to any third party (including subcontractors such as laboratories, drillers, couriers, etc.);
  - ii. Her Majesty is unable to procure an exemption from VAT in respect of the Work;
  - iii. the Bidder agrees to render every reasonable assistance to Her Majesty in obtaining reimbursement of all VAT paid (including Canadian G.S.T.) in respect of the Work from the appropriate tax authority;
  - iv. the VAT is shown separately on all of the Bidder's invoices and progress claims; and,
  - v. the Bidder agrees to remit to the appropriate tax authority any amounts of VAT legally required to be remitted by the Contractor pursuant to applicable tax laws.

### SR6.4. Price Breakdown

Her Majesty reserves the right to request a breakdown of the components of the Price Proposal should it believe that the price is unreasonable. Failure to provide an adequate breakdown, describing the rational and expectation used to determine the cost of each component of the work, may lead to disqualification. Her Majesty may reject the bid if any of the components of the prices submitted in the breakdown do not reasonably reflect the cost of performing the part of the work to which that price applies.



# SECTION "III" - PRICE PROPOSAL FORM

### **PP1.** CONTACT INFORMATION

Name of Firm:					
Address:					
Contact Person:					
Phone number: (	)	_	Email:	Q	

The prices given below for the services will remain in force for the entire duration of the contract including the three (3) irrevocable optional periods of one (1) year each if they are exercised. Amounts are to be quoted in Canadian dollars (CAD). The firm hourly rates will be used in the contract.

**Note:** The rates for the optional years will be increased by the annual inflation rate increase published by statistics Canada for Canada for the previous calendar year subject to a written contract amendment. For example, if the rate in year two is \$65 and the published Consumer Price Index (CPI) for year three is 1.8%, then the rate will be increased to \$66.17. If the published CPI for year four is 2.5%, then the rate will be further increased to \$67.82 and so on. If the CPI is a negative, the costs will not be adjusted.





### **Contract Year One**

Resource	Firm Hourly Rates (per resource GST/HST/VAT excluded)	Estimated Yearly Hours	Estimated Yearly Total
	A1	B1	C1 = (A1 x B1)
Project Personnel		750	
Senior Personnel		750	
D1 = Estimated Total C			

### **Contract Year Two**

Resource	Firm Hourly Rates (per resource GST/HST/VAT excluded)	Estimated Yearly Hours	Estimated Yearly Total
	A1	B1	C1 = (A1 x B1)
Project Personnel		750	
Senior Personnel		750	
D1 = Estimated Total Contract Year One (Total of column C1)			

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Estimated Total Value (D1 + D2)

+ estimated VAT

This amount will be used as the pricing score for SR4. BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE.

Signature

Date

Print Name and Capacity

### **SECTION "IV" – GENERAL INSTRUCTIONS**

### GI1 RESPONSIVENESS

1.1 For a proposal to be considered valid, it must comply with all of the requirements of this RFP identified as mandatory. Mandatory criteria are also expressed by using imperative verbs such as "shall" and "must".

### GI2 ENQUIRIES – SOLICITATION STAGE

- 2.1 All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in A9 to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the Closing Date.
- 2.2 To ensure consistency and quality of information provided to Bidders, the Contract Advisor will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Contract Advisor named herein. Non-compliance with this condition during the solicitation period may result (for that reason alone) in the disqualification of your proposal.

### GI3 BIDDER'S SUGGESTED IMPROVEMENTS DURING SOLICITATION PERIOD

3.1 Should any Bidder consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Departmental Representative named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the Departmental Representative within the timeframe described in article A9 to allow sufficient time to provide a response. Her Majesty reserves the right to accept or reject any or all suggestions.

### GI4 PROPOSAL PREPARATION COST

4.1 The costs, including travel incurred by the Bidder in the preparation of its proposal and/or the negotiation (if applicable) of any resulting contract will be the sole responsibility of the Bidder and will not be reimbursed by Her Majesty.

#### GI5 PROPOSAL DELIVERY

- 5.1 Proposals and/or amendments thereto, will only be accepted by the Minister if they are received at the email address indicated in A7, on or before the Closing Date and Time specified in A7.
- 5.2 Responsibility for proposal delivery: The Bidder has sole responsibility for the timely receipt of a proposal by Her Majesty and cannot transfer this responsibility to the Government of Canada. Her Majesty will not assume responsibility for proposals that are directed to an email or location other than the one stipulated in A7.
- 5.3 Late Proposals: Proposals received after the Closing Date and Time specified in A7 will not be opened or viewed.

### GI6 VALIDITY OF PROPOSAL

6.1 Any proposal must remain open for acceptance for a period of not less than ninety (90) days after the Closing Date.

### GI7 RIGHTS OF CANADA

7.1 Her Majesty reserves the right:

- 7.1.1 during the evaluation, to submit questions to or conduct interviews with Bidders, at Bidders cost, upon forty eight (48) hours notice, to seek clarification or to verify any or all information provided by the Bidder with respect to this RFP;
- 7.1.2 to reject all proposals received in response to this RFP if it/they fail to meet the objectives of the requirement within the boundaries imposed by Her different stakeholders;
- 7.1.3 to accept any proposal in whole or in part without prior negotiation;
- 7.1.4 to cancel and/or re-issue this RFP at any time;
- 7.1.5 to award one or more contracts, if applicable;
- 7.1.6 to retain all proposals submitted in response to this RFP;
- 7.1.7 not to accept any deviations from the stated terms and conditions;
- 7.1.8 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful proposal in any resulting contract; and
- 7.1.9 not to contract at all.

### GI8 INCAPACITY TO CONTRACT WITH GOVERNMENT

- 8.1 Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:
  - 8.1.1 Section 121, Frauds upon the Government;
  - 8.1.2 Section 124, Selling or Purchasing Office; or
  - 8.1.3 Section 418, Selling Defective Stores to Her Majesty.

(Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)

8.2 Where Canada intends to reject a proposal pursuant to a provision of paragraph 8.1, the Departmental Representative will so inform the Bidder and provide the Bidder the ten (10) calendar days within which to make representations, prior to making a final decision on the proposal rejection.

### GI9 INCURRING OF COST

9.1 No costs incurred before receipt of a signed Contract or specified written authorization from the Departmental Representative can be charged to any resulting contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any government personnel other than the Departmental Representative. The Bidder's attention is drawn to the fact that the Departmental Representative is the only authority which can commit Her Majesty to the expenditure of the funds for this requirement.

### GI10 BIDDERS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT

10.1 Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.

#### GI11 PROPERTY OF HER MAJESTY

11.1 All correspondence, documents and information provided to the Minister by any Bidder in connection with this RFP will become the property of Her Majesty and may be released pursuant to the Canadian Federal Access to Information Act and the Privacy Act.

#### GI12 RIGHTS OF UNSUCCESSFUL BIDDERS

12.1 Bidders are reminded that all materials submitted by them in either paper or electronic form, including architectural and engineering design drawings, specifications, photographs, etc. shall, upon opening of the proposal by Canadian officials at the local embassy or in Ottawa, become the property of the Canadian government. In consequence, they will not be returned to the unsuccessful Bidders of this tender competition. The keeping of such information by Canada is necessary to ensure that, in the event of a future internal audit of the tender process, or in the event of a challenge by one of the unsuccessful Bidders to this tender process, all the documents submitted by competing Bidders are available and not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Canada assures Bidders that it will at no time use those materials for any commercial purposes without the written consent of the authors.

#### GI13 PRICE SUPPORT

- 13.1 In the event that the Bidder's bid is the sole responsive proposal received, the Bidder must provide, on the Minister's request, one or more of the following price support if applicable:
  - 13.1.1 a current published price list indicating the percentage discount available to the Minister;
  - 13.1.2 copies of paid invoices for like services performed for other customers or for like items (same quantity and quality) sold to other customers;
  - 13.1.3 a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., profit;
  - 13.1.4 price or rate certification;
  - 13.1.5 any other supporting documentation as requested by the Minister.

#### **GI14 INTERPRETATION**

14.1 In this RFP, "Her Majesty", "the Minister" or "Canada" means Her Majesty the Queen in right of Canada, as represented by the Minister of Foreign Affairs.

#### GI15 INSURANCE REQUIREMENT

15.1 The successful Bidder will be required to provide insurance coverage in accordance with article C9 in the Contract within fourteen (14) calendar days after receipt of a notice in writing that the bid was accepted by Her Majesty.



# SECTION "V" - CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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. Canada may declare a bid non-responsive, or may 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 Departmental Representative 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 Departmental Representative will render the bid non-responsive or constitute a default under the Contract.

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 Departmental Representative 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.

# CPCA1. STATUS AND AVAILABILITY OF RESOURCES

- 1.1. 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 the Departmental Representative and at the time specified in the bid solicitation or agreed to with the Departmental Representative. 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 equal or higher qualifications and experience. The Bidder must advise the Departmental Representative 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.
- 1.2. 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 Departmental Representative, 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.

#### **CPCA2. EDUCATION AND EXPERIENCE**

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

# CPCA3. ACCEPTANCE AND ENTRY INTO CONTRACT

3.1. The Bidder certifies that they will undertake, within fourteen (14) calendar days of receipt of notification of acceptance of their bid, to sign the contract contained in the RFP incorporating all the relative elements of this project, for the performance of the Work provided that the Bidder is notified, by Her Majesty, of the acceptance of their bid within ninety (90) days of the tender closing date.



# **CPCA4. INSURANCE**

- 4.1. The Bidder certifies that they have a clear understanding of the Insurance Conditions identified in Appendix "E", Insurance Conditions of the Draft Contract.
- 4.2. The Contractor is responsible for deciding if any additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

# CPCA5. NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR

- 5.1 The Bidder certifies that in the hiring and employment of workers to perform any Work under the Contract, the Bidder will not refuse to employ and will not discriminate in any manner against any person because:
  - 5.1.1. Of that person's race, national origin, colour, religion, age, sex or marital status;
  - 5.1.2. Of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person; or
  - 5.1.3. A complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Contractor to comply with subparagraph (5.1.1.) or (5.1.2.);
- 5.2. If any question arises as to whether the Bidder has failed to comply with the provision described in paragraph (1.1), the Minister or any person designated by the Minister will decide the question and his decision will be final for the purposes of the Contract; and
- 5.3. Failure to comply with the aforementioned clauses (1.1.) and (1.2.) regarding non-discrimination will constitute a material breach of the Contract.

#### CPCA6. LABOUR

6.1. The Bidder certifies to pay in employing labour, wages that are in conformity with all applicable legislation and norms in force in the place in which the Work is being performed.

#### **CPCA7. CERTIFICATION OF UNDERSTANDING**

7.1. The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following Contract award except where the Departmental Representative so authorizes in writing.



# **CERTIFICATION STATEMENT**

By signing and submitting this page, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

SIGNED, ATTESTED TO AND DELIVERED on the \_\_\_\_\_ day of \_\_\_\_\_ on behalf of:

Print the legal name of the Bidder

Signature of authorized signatory

Signature of authorized signatory

Print name(s) & titles of authorized signatory

Print name(s) & titles of authorized signatory

Signature of Witness



# **SECTION "VI" - SUBMISSION CHECKLIST**

1. Proposal is submitted per the stipulations set out in SR2: SUBMISSION OF PROPOSALS and is received at

realproperty-contracts@international.gc.ca

no later than **14:00 EDT on April 14, 2020** with the Bidders name and solicitation number (18-142656-BH) in the email subject/title.

- 2. Technical proposal responds to all the mandatory criteria described in SR5: TECHNICAL PROPOSAL
- 3. Technical proposal does not exceed twenty-five (25) single-sided pages. Copies of required certificates and licences, curricula vitae and title pages are not included in the twenty-five (25) page limit.
- 4. Price proposal is submitted on the Section "III" Price Proposal Form and is included as a separate attachment.
- 5. Completed and signed Section "V" Certifications Precedent to Contract Award.





# SECTION "VII" – DRAFT CONTRACT

C. ARTICLES OF AGREEMENT	C2. TITLE			
C1. DEPARTMENTAL REPRESENTATIVE	International Environmental Support Services			
125 Sussex Drive, Ontario K1A 0G2	C3. CONTRACT PERIOD			
Ottawa, Canada	Start: C4. CONTRACT NUMBER	C5. PROJECT	End:	C6. DATE
Telephone:		N/A	NOWIDEIN	OU. DAIL
Mobile:	C7. CONTRACT DOCUMENTS			
Fax:	1. These Articles of A	greement		
E-mail: @international.gc.ca	2. Statement of Work		dix "A")	
3. Basis of Payment ( Appendix "B")				
	4. Supplementary Cor			
	<ol> <li>General Conditions</li> <li>Insurance Condition</li> </ol>			
DRAFT       6. Insurance Conditions (Appendix "E")         7. Task Authorization Form (Appendix "F")				
	<ol> <li>8. Security Requirements Checklist (SRCL) (Appendix "G")</li> </ol>			
		Proposal date	ed To Be I	nserted Upon Contract
Services	Award	,		
Contract	In the event of discrepancies,			
	these documents, the docume C8. CONTRACT AMOUNT	ent that appea		në above list will prevali.
	The total estimated cost for	or the servic	es: INSER	T TOTAL VALUE OF
	CONTRACT			
Between	The total estimated cost:			
	a. is set out in Canadian dol		0 T \ /	
	<li>b. excludes the output VAT the supply of the Work;</li>	(including G	.S.T.) to be	paid by Her Majesty on
	<b>c.</b> excludes the input VAT	(including G	ST) naid I	by the Contractor to its
Her Majesty the Queen in right of Canada (referred to	suppliers; and	(moldaling C.		
herein as "Her Majesty") represented by the Minister of	d. includes all other duties,	costs and tax	xes that the	Contractor must pay to
Foreign Affairs (referred to herein as the "Minister")	provide the Work.			
Toreign Analis (referred to herein as the minister)	Canada will make the paym	ents in acco	rdance with	Appendix "B" Terms
	of Payment. C9. INSURANCE			
and	The Contractor must provide	Frrors and Or	nissions ins	urance in an amount not
and	less than \$2,000,000 CAD pe			
	Liability insurance of not less	s than \$1,000	,000 CAD	per claim or \$2,000,000
	CAD in aggregate in accordar	nce with the Ir	nsurance Co	onditions (Appendix "E").
(INSERT FULL LEGAL NAME OF CONTRACTOR)	C10. INVOICES	to the Deper	montal Dan	recentative chowing
(INSERT ADDRESS OF CONTRACTOR)	Two (2) copies are to be sent			eing claimed for Work
(referred to herein as the "Contractor")	satisfactorily perform		payment b	ang danned for work
	b. the amount for any	tax (including	VAT) calcu	lated in accordance with
	the applicable legis			
for	c. the date;			
	<ul> <li>d. the name and address</li> <li>e. description of the W</li> </ul>			
	f. the project name; a	•	iu,	
Performance of the Work described in Appendix "A" –	g. the contract numbe			
Statement of Work	C11. GOVERNING LAWS			
	Laws in force in the Province	of Ontario, Ca	anada	1
	FOR THE CONTRACTOR			
	SIGNATURE		DATE	
	PRINT NAME AND CAPACITY			
	For the Minister			Corporate Seal
	SIGNATURE		DATE	
	PRINT NAME AND CAPACITY			



# APPENDIX "A" – STATEMENT OF WORK

#### SW1. GENERAL PROJECT OBJECTIVES

#### SERVICE REQUIREMENT

The following describes the required environmental services to be undertaken at DFATD locations abroad, during a two (2) year period from the date of establishing the resulting Contract with Task Authorizations, including the option for Her Majesty to extend the contract for three (3) additional one (1) year periods.

The services rendered will be in support of the mandate of Engineering and Commissioning Services (AWT) of DFATD. AWT is responsible for assessing the environmental liabilities of Crown-owned properties and leased properties and reporting these liabilities to the Treasury Board Secretariat. The work is carried out in support of DFATD's Contaminated Sites Management Plan.

The Contractor must be able to provide expertise in all of the required services listed in Draft Contract with Task Authorization.

The types of environmental services that will be required of the Contractor may include:

- Phase I/II Environmental Site Investigations
- Drinking Water Risk Assessments
- Indoor Air Quality Screenings and Investigations
- Designated Substance Surveys
- Environmental Expert Support Services

General descriptions for each type of environmental services listed above are provided in the following sections.

AWT will issue a Task Authorization for the provision of environmental services and support functions of federally owned properties to establish their environmental condition.

#### SW2. INTRODUCTION

An Environmental Site Investigation (ESI) may be conducted for a variety of reasons ranging from property transaction agreements, potential surface and/or sub-surface contamination caused by on site activities, potential contamination inside the building, or other sources of contamination. Such assessments can include extensive geotechnical, hydrogeological, and possibly archaeological components in the scope of work. If remediation is to be undertaken, some level of Environmental Assessment as prescribed by the Canadian Environmental Assessment Act will also be required. Depending on the type of facility and scope of remedial efforts, a Designated Substance Survey may also be required. If the remediation involves excavation, an understanding of geotechnical requirements in terms of shoring and general excavation management will be needed. For all projects, general expertise in project management will be required with an emphasis on Risk Management including Risk Communication in addition to the typical elements of Integration, Scope, Time, Budget, and Quality.

The properties being assessed will all be outside of Canada.

Environmental site assessments will be conducted in a phased program to identify and to quantify any sources of contamination that may require implementation of a remedial program. The findings from one phase will indicate whether further evaluation will be required and will aid in designing and implementing the subsequent phase. ESIs and associated works will be carried out in accordance with applicable federal, and national environmental assessment standards and procedures (i.e. applicable CSA and ASTM standards). Job specific standards required will be specified at time of resulting Contract.

For any or all of the required services the Contractor shall:

- As required, attend or chair project status meetings during the life of a project and prepare and distribute minutes in less than five (5) business days;
- Submit project progress reports as instructed to the DFATD Departmental Representative in the Task Authorization resulting contract;
- Unless otherwise indicated in the resulting Contract or in the Task Authorization, provide three (3) hard copies of all deliverables plus three (3) electronic copies on a CD-ROM or USB drive in a format used by DFATD; such as Adobe Acrobat, Microsoft Excel, AutoCAD 2000, and Microsoft Word.

The scope and schedule for the delivery of services will be determined prior to each individual resulting Contract or Task Authorization.

# SW3. ROLES AND RESPONSIBILITIES

# DEPARTMENTAL REPRESENTATIVE

The DFATD Departmental Representative, as determined on a project by project basis, has overall responsibility for the progress of the project, including management, administration and coordination of the activities as set out in this document.

#### CONTRACTOR

- The Contractor shall establish and maintain, throughout the duration of each project, a team capable of effectively delivering the services required.
- The Contractor shall deliver the project within the time frame, assigned project budget, and quality in accordance with the approved plan agreed to by the DFATD Departmental Representative.
- Upon execution of the resulting Contract, the Contractor shall be responsible for producing all work described in the resulting Contract document.
- The Contractor shall coordinate project requirements with any other work or activities that may be underway at a particular project site. This aspect is of particular concern for coordinating project health and safety plans on construction sites.
- The Contractor is responsible to provide all tools, equipment and instruments to complete the on-site investigations.



# **COORDINATION WITH DFATD**

The Contractor shall:

- Carry out services in accordance with approved documents and directions given by the Departmental Representative.
- Correspond only with the Departmental Representative at the times established in the resulting Contract.
- Advise the Departmental Representative of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The Contractor shall detail the extent and reasons for the changes and obtain written approval from the Departmental Representative for any changes to the schedule or budget, before proceeding. Without advance notification and approval, DFATD cannot be held liable for charges incurred in excess of approved budget.

Subject to availability, DFATD will provide the Contractor with the following:

- When available, background documentation on sites that are to be investigated will be provided to the Contractor. Available background documentation may include as built drawings, constructing documentation, building condition reports, past environmental site investigations, etc.
- Based on the availability, access to a DFATD unclassified workstation for the time the Contractor will be at the mission may be provided.
- If working in the DFATD Ottawa office, a workspace with a DFATD computer and telephone may be provided to the Contractor.

# SW4. PROJECT RESPONSE TIME REQUIREMENTS

- It is a requirement of all projects undertaken pursuant to this Contract that the Contractor shall be available to attend meetings, either in person, by video or by teleconference, and respond to inquiries within four (4) hours of the Departmental Representative's request, from the date of resulting Contract until completion of the project.
- The Contractor, within their proposed team(s), must be able to deliver the scope of required services outlined in this Contract in the timelines specified in the resulting Task Authorizations.

#### SW5. SCOPE OF SERVICES

#### **REQUIRED SERVICES**

Resulting Task Authorizations may include any or all of the following environmental services. Specific services under these categories will be identified and detailed in each resulting Task Authorization:

- RS 1 Phase I/II Environmental Site Investigations
- RS 2 Drinking Water Risk Assessments
- RS 3 Indoor Air Quality Screenings and Investigations
- RS 4 Designated Substance Surveys
- RS 5 Environmental Expert Support Services

#### **RS** 1 PHASED ENVIRONMENTAL SITE INVESTIGATIONS

The environmental site investigations (ESI) will be carried out primarily in accordance with applicable federal and provincial legislation, departmental policy commitments, and local environmental site investigation standards and procedures. The ESIs will be conducted in a phased approach to identify and quantify any contamination in order to develop a remedial action plan or risk management plan. The findings from one phase will indicate whether further evaluation will be required and will aid in designing and implementing the subsequent phase.

#### A. Phase I Environmental Site Investigations

A Phase I ESI will generally comprise the activities outlined in the Canadian Standards Association (CSA) Phase I Environmental Site Assessment standard (CSA Z768-01). This includes a review of historical records, an interview program, a site visit, and the completion of a summary report. In this phase, the goal of the work is to identify all areas of potential environmental concern (APECs) spatially on the property related to historical use and to identify the specific contaminants of potential concern (CoPCs) associated with known or suspected sources of contamination. This information is the basis for the design and implementation of a Phase II ESI program, if required.

The following tasks are to be performed as part of Phase I ESIs:

#### Task 1 – Information Review

Review all relevant records/information about the site and carry out research to fully understand and document:

- The contamination concerns associated with the site relating to environmental issues (storage tanks, chemical use, waste storage, etc.) and the specific location on the property;
- The site characteristics (i.e. site geology, surface and groundwater, soils, sediments, utilities, services, setting and adjacent land use); and,
- The historical basis (including providing references from which an environmental concern was identified, such as a title search record, observation on an air photo, interview results, etc.).

#### Task 2 – Interviews

Complete an interview program with persons who are familiar with past activities on the site as it relates to the identification of areas of potential environmental concern (APECs).

# Task 3 – Site Reconnaissance

Conduct a site reconnaissance to determine any visible signs of contamination and characterize the general extent of contamination. The site visit may also entail some preliminary representative sampling (soils, sediments, surface water, and other media) and laboratory testing.

Task 4 - Summary of all performed activities and results obtained in Tasks 1, 2 and 3

Upon completion of the Phase I components, the Contractor shall prepare a report outlining the findings, analysis and any recommendations for further assessment in the subsequent phases. This report will at a minimum clearly outline all areas of concern on the property (in plan drawing), the associated contaminants of concern, and the source of historical information related to the identification of the area of potential environmental concern.



DFATD's Phase I ESI scope of work includes the following additions to the CSA Standard Phase I Protocol:

- a. Designated Substance Surveys (DSSs) are completed to identify the presence of designated substances listed in the Ontario Health and Safety Act. Quantities of each designated substance are estimated;
- b. Limited sampling and testing may be performed of the following materials: potential asbestos containing materials, radon gas and potential lead-based paint;
- c. Drinking water testing for parameters outlined in the Guidelines for Canadian Drinking Water Quality;
- d. The Federal Contaminated Sites Action Plan (FCSAP) version of the National Classification System for Contaminated Sites (NCSCS) is evaluated to the degree possible in an initial investigation;
- e. In addition to reporting areas of potential environmental concern (APEC), the site investigators must report better management practices (BMP) and environmental reporting issues (ERI). This facilitates the reporting of issues that might not otherwise be recorded if they are not significant enough to be recorded as an APEC. Typically, BMPs are issues that require some improvement to avoid future problems, and ERIs are issues that while meeting local standards or customs, do not meet Canadian standards.

#### B. Phase II Environmental Site Investigations

A Phase II ESI will generally be based on the findings of the Phase I ESI and will comprise mainly of field investigations, consisting of an intrusive sampling and analytical testing program and potentially geophysical testing. The purpose of the Phase II ESI program is to identify the presence or absence of actual contamination in areas of potential environmental concern (APECs) identified from a previous Phase I ESI program. If contamination is not extensive, this program may include delineation of contamination.

Based on site location/remoteness, projects may be structured to allow for limited Phase II activities in conjunction with Phase I ESIs.

All work will be completed per applicable legislation, protocols, standards and guidelines. The methodology employed shall be in conformance with industry accepted methods and protocols, including but not limited to, those specified by the Canadian Council of Ministers of the Environment and the Canadian Standards Association (report Z769-00).

The Contractor may be asked to carry out all or part of the following tasks depending on environmental issues and site-specific considerations:

#### Task 1 – Phase II ESI Field Program Design

Based on information obtained in a Phase I ESI, design a field program for the site. Methods may include (but is not limited to) geophysical surveys, surface sampling, test pitting, soil, surface water, groundwater, or sediment sampling, borehole drilling, installation of groundwater monitoring wells (including well registration in accordance with appropriate regulations), on-site screening tests, installation of soil vapour probes, soil vapour sampling, indoor air quality sampling, analytical testing, and surveying. The program shall provide an evaluation of the site contamination by characterizing the soil, sediment, surface water and groundwater along with characterizing the geological and hydrogeological conditions as well as other relevant environmental components in the most efficient manner possible. This will include, where applicable, the use of field screening tests and analytical tests to evaluate the extent of contamination may be required.

# Task 2 – Field Program Implementation

Upon review and approval of the field program by the Departmental Representative, implement the program to identify the nature and possibly the extent of the contamination on the site.

# Task 3 – Laboratory Testing Program

Prepare and submit a laboratory-testing program for the representative samples to be collected during the field program. Upon approval of the program, analyze the samples for the agreed upon parameter list in keeping with appropriate quality control (QC) protocols approved by the Departmental Representative. The samples shall be analyzed according to Canadian Council of Ministers of the Environment (CCME) environmental quality guidelines, as amended from time to time, as well as relevant federal, provincial, and local standards or guidelines, as applicable. The selection of guidelines and standards for numerical comparison of analytical results and for the identification of contaminated sites will be based on a detailed review of land use and will require approval by the Departmental Representative.

# Task 4 – Identification of Contaminated Areas

From the results of the detailed investigation and laboratory testing program, the Contractor shall spatially identify all contaminated areas on the property, the associated contaminants of concern, and if possible, the extent of impacted media (lateral/vertical distribution of contamination and estimated volume for each media). Consideration shall be given to such factors as potential for migration and off-site contamination. Plans and profiles shall be provided to assist in delineating the contamination and migration patterns, if applicable.

Where contamination is found to be extensive and the limited field program design and budget are insufficient to delineate the extent of contamination, a work plan and budget estimate would be required for a detailed delineation program.

#### Task 5 – Site Classification

The Contractor shall complete the site classification in accordance with the National Classification System for Contaminated Sites (NCSCS) method (CCME, 2008).

Task 6 - Summary of all performed activities and results obtained in Tasks 1 to 5

All results and observations must be reported. The Contractor will prepare a report outlining the results of the evaluations as well as the need for further assessments, if required.

#### **RS 2** Drinking Water Risk Assessments

Drinking Water Risk Assessments will be carried out in accordance with applicable federal legislation, departmental policy commitments, national and international assessment standards and procedures. Assessments will be conducted in a phased approach to identify and quantify issues related to hazards in order to develop a recommended action plan or risk management plan. The findings from each assessment will be summarized in a document in a manner that will aid in implementing recommendations.

Individual Task Authorizations may include any or all of the following assessment services:

- A) Vulnerability Assessments;
- B) Sanitary Surveys;
- C) Baseline Chemical Analysis; and
- D) Concept System Design and Upgrade.
- A. Vulnerability Assessments

A vulnerability assessment may require field investigations, including site assessments and the documentation of the vulnerability of the source water at the subject property. The completion of a vulnerability assessment includes three elements:

Task 1 - Documentation of the water sources used by a specific Mission

This shall include natural sources of water (i.e. groundwater, surface water, rainwater, etc.) as well as supplied sources of water (i.e. municipal water, bottled water, trucked water, etc.). If groundwater and/or surface water are used as sources of water, background information must be collected regarding the source characteristics (the information shall include but is not limited to raw water quality, yield, well depth, well construction, etc.) and the location of watersheds, aquifers and their protection areas.

Task 2 - Identification of the hazards to the sources of water used by a Mission

An inventory of the water system critical components must be compiled. Hazards that can interact with the components identified in the inventory of the water system critical components must be documented. Additionally, hazards that may interact with the watersheds and aquifers delineated in Task 1 must also be documented. Finally, if municipally treated water is a source of water, background information must be collected on the type of treatment used by the municipality and potential hazards that may interact with the municipal water and distribution system must also be documented. A flow diagram should be developed and be used as a basis of the hazard identification.

Task 3 - Summary of all performed activities and results obtained in Tasks 1 and 2

All results and observations must be reported. The results of the vulnerability assessment shall form a section of the overall risk assessment report.

#### B. Sanitary Surveys

The sanitary survey consists of a visual inspection and document review of all the components of a drinking water system from source to tap. The purpose of the sanitary survey is to evaluate the Mission's ability to adequately treat and distribute source water in order to produce and/or deliver safe drinking water. The scope of the sanitary survey



will vary depending upon the type, complexity and scale of the system. The inspection and reporting will cover the following:

Task 1 - Review existing drinking water system documentation

This will include but not be limited to the review of:

- Pertinent reports (i.e. plumbing inspections, previously conducted sanitary surveys, building condition reports, maintenance inspection reports, etc.);
- Plumbing schematics/plans, water treatment system schematics/plans, layouts, maps, etc.;
- Water treatment system documentation (i.e. user manuals, operating procedures, etc.);
- Water source information (i.e. data regarding the water quality from the municipal network, construction drawings for the water intake (driller's log), etc.);
- Drinking water test results.

Task 2 - Completion of an onsite walkthrough inspection and sanitary survey

The onsite sanitary survey includes visiting the water supply source and source facilities, water pump, the water treatment system (if applicable), water storage tanks and/or cisterns and the water distribution system. One of the most important functions of the onsite portion of the survey is to determine whether the existing facilities are adequate to meet the needs of the water system's customers at all times. Therefore, this visit should include the review and verification of the capability and capacity, construction and operation, and physical condition of the water system's facilities. As a minimum, the following elements are considered essential for review:

- Inspection of the Water Source;
- Inspection of the Water Treatment System;
- Inspection of the Water Distribution/Plumbing;
- Inspection of the Water Storage;
- Inspection of Pumps, Pump Facilities and Controls.

Task 3 - Summary of all performed activities and results obtained in Tasks 1 and 2

All results and observations must be reported. The results of the sanitary survey shall form a section of the overall risk assessment report.

#### C. Baseline Chemical Analysis

The purpose of the baseline chemical analysis is to identify chemical and radiological hazards related to the water quality. This will comprise of sampling and analysis of all chemical parameters with Maximum Acceptable Concentrations (MACs) in accordance with "Guidelines for Canadian Drinking Water Quality". With respect to radiological activity, the analysis will initially include gross alpha and gross beta activities. If gross alpha and beta activities are in excess of the World Health Organization's thresholds, the Contractor shall make the necessary arrangements for a full radiological analysis.

When full baseline chemical information is available from the local jurisdiction, this may suffice as a reasonable alternative to the completion of sampling and baseline chemical analysis.



Laboratories utilized for the baseline chemical analysis must be accredited by an international organization for the parameters requiring analysis (ISO 17025:2005). Samples must be transported to the laboratory within applicable sample hold times. For the completion of a baseline chemical analysis, the Contractor will generally be required to complete the following four tasks, according to the project requirements:

# Task 1 - Collection of Water Samples

Water main or water source samples will be collected from a sampling point nearest to the building's point of entry. The Departmental Representative may provide further guidance on the exact locations of water sampling. The sampling shall be conducted according to established sampling protocols. This task may also include arranging for pickup and/or delivery of the necessary sampling containers from the nearest ISO 17025:2005 certified laboratory and scheduling the time of sample collection with on-site personnel (contact person to be provided by the Departmental Representative) at the designated facilities.

# Task 2 - Analyses of Collected Samples

Unless baseline chemical information is readily available from the local jurisdiction, all parameters in the Guidelines for Canadian Drinking Water Quality shall be sampled and analyzed as part of the baseline chemical analysis. The samples collected are to be sent to an internationally accredited laboratory (ISO 17025:2005) for analysis within twenty-four (24) hours of sample collection (if not the same day). If available transportation means cannot respect applicable sample hold times, alternate arrangements must be considered (i.e. use of portable laboratories, overnight shipping to alternate laboratories, etc.).

Task 3 - Review of Analytical Results

The Contractor shall review the laboratory analytical results immediately upon receipt (within 24 hours of receipt for bacteriological parameters and 36 hours for metals and general chemistry parameters) and compare the results to the most recent versions of the following drinking water guidelines and standards, as applicable:

- Guidelines for Canadian Drinking Water Quality (GCDWQ); and,
- Local governing water guidelines and regulations (including municipal, provincial and/or state and federal jurisdictions).

Any results that exceed the applicable limits must be reported to the Departmental Representative as soon as feasible.

Task 4 - Summary of all performed activities and results obtained in Tasks 1, 2 and 3

All results and observations must be reported. The results of the baseline chemical analysis shall form a section of the overall risk assessment report.

D. Conceptual System Design and Upgrade

The Contractor shall prepare a summary report for each subject property including recommendations on a water treatment system process in response to specific water quality concerns and systems/infrastructure deficiencies. The resulting report will be based on the information obtained during the vulnerability assessment, sanitary survey and baseline chemical analysis described above and include all related test analysis and reports, hazard and risk assessments, building, site and system documentation.

Additionally, the Contractor shall supply the following additional documentation, as required:



- a. Tender drawings / plans, schedule of quantities and technical specifications;
- b. Construction drawings complete with all construction details and any other specialist works. Designs are to be based on Canadian material and design standards;
- c. Verification into whether more stringent local Codes apply, and ensure any recommendations meet local requirements to avoid potential project delivery delays;
- d. List of approved makes for local or imported items required for the project;
- e. Detailed cost estimate of the project;
- f. Detailed work schedule for the project;
- g. Draft scope of work for tendering of the required drinking water system upgrades and/or construction that may be required.

# **RS 3** Indoor Air Quality Screenings and Investigations

Indoor Air Quality has become increasingly important to building owners and occupants in recent years. The quality of the indoor air in the workplace and at home has a significant impact on human health, comfort and productivity. Indoor air quality screenings and investigations may be conducted at DFATD identified locations.

Individual Task Authorizations may include any or all of the following assessment services:

- A) IAQ Screening Reports
- B) IAQ Investigation
- A. Indoor Air Quality Screening Reports

To address indoor air quality (IAQ) concerns at missions, DFATD has developed an IAQ program to test air quality in residential and workplaces abroad. Selected missions will receive a preprogrammed instrument for an IAQ screening that is able to measure and log; temperature, relative humidity, particulate matter (PM10), volatile organic compounds (VOC), carbon dioxide, and carbon monoxide over a 24 hour period. Mission staff collect the IAQ data and provide site specific information by responding to a DFATD questionnaire. Once the instrument is returned to DFATD headquarters, the collected data and completed questionnaires are forwarded to the Contractor.

The Contractor will generally be required to prepare the IAQ screening report, including the following three tasks:

Task 1 – Data Analysis

The IAQ data collected at the Mission will be provided in spreadsheet format to the Contractor by DFATD. The Contractor will summarize the data into appropriate categories, perform statistical analysis on each IAQ parameter, observe trends in the IAQ data and assess conformity with applicable IAQ guidelines. The spreadsheet format will follow the existing DFATD template.

#### Task 2 – Interpretation and Recommendations

The Contractor will review the IAQ questionnaires and use the information provided therein to identify IAQ issues and aide in the interpretation of the continuous air monitoring data. General recommendations based on the findings of the screening assessment on how to improve IAQ will be provided as needed.

# Task 3 – Summary of all performed activities and results obtained in Tasks 1 and 2

The summary and interpretation of the continuous air monitoring data shall be presented in a written report. The IAQ screening report shall include a summary of the IAQ screening assessment methodology, IAQ regulatory requirements and guidelines, IAQ continuous air monitoring results, interpretation and discussion of the findings, recommendations and conclusions. The report format will follow the existing DFATD template.

B. Indoor Air Quality Investigation

Should the IAQ screening indicate a more in-depth analysis is required, a detailed on site IAQ investigation will be completed. A complete IAQ investigation entails detailed testing and a complete building inspection by a qualified IAQ professional to fully diagnose IAQ problems and provide site specific recommendations.

The Contractor may be asked to carry out all or part of the following tasks depending on environmental issues and site-specific considerations:

Task 1 – Indoor Air Quality Assessment

The Contractor shall perform an IAQ assessment in identified or suspected areas of concern. As a minimum, the following parameters shall be monitored continuously over a 24 hour period:

- Volatile Organic Compounds (VOCs);
- Large particulate matter (PM 10);
- Fine particulate matter (PM 2.5);
- Carbon Monoxide (CO);
- Carbon Dioxide (CO<sub>2</sub>);
- Temperature; and
- Relative Humidity.

Monitoring stations shall be representative of various areas and therefore, it may be necessary to set-up more than one monitoring station. Exterior readings for all parameters must be taken before and after each sampling period.

Sample results will be compared to applicable current IAQ guidelines including local guidelines as well as those published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("ASHRAE") and Health Canada.

#### Task 2 - Mould Assessment

If required, the Contractor shall conduct a mould assessment in identified or suspected areas of concern.

The Contractor shall confirm with DFATD and meet with Mission personnel to determine if water damage and/or mould growth in the building is known to have occurred. This information should be used to focus the investigation on potentially affected areas.

The Contractor shall perform a walkthrough inspection for visual indications of suspected mould growth and/or water damage on accessible building materials. The Contractor should inspect and identify any source where mould contamination is found or where conditions are such that contamination is highly likely to occur in the near future.

Moisture content measurements of mouldy and water damaged materials should be collected. Any necessary destructive testing will require approval from a DFATD representative.

The following types of samples shall be collected, as required:

- Airborne mould, viable and non-viable air samples shall be collected on each floor of the building. At least one
  outdoor control sample shall also be collected. Air sampling methods for mould and spores will conform to the
  RCS and/or Air-O-Cell methodology. Airborne mould results shall be analyzed by an accredited laboratory,
  identified to the genus level and compared to the outdoor control.
- As required, suspected visible mould samples (bulk and tape lift) shall be collected and analyzed by an accredited laboratory via light microscopy. The results shall be reported as the relative amounts of mould spores identified per slide.

# Task 3 - HVAC and Building Envelope Assessment

The Contractor shall perform an HVAC and building envelope assessment, which will include, but not be limited to:

- The review of building documents provided by DFATD, which may provide information on past and current building use;
- A visual inspection of all accessible building areas including inspection of the work spaces (and living spaces as applicable), fresh air inlets, air conditioning ducting, basements, crawl spaces, mechanical rooms, air handling units, exhaust systems, etc. In addition, the building envelope shall be examined to determine its influence on indoor air quality.
- Any necessary destructive testing will require approval from a DFATD representative.

Task 4 – Summary of all performed activities and results obtained in Tasks 1, 2 and 3

The findings and recommendations resulting from the IAQ investigation shall be presented in a written report. The IAQ investigation report shall include a summary of the assessment methodologies, equipment, calibrations and controls employed as well as general observations, occupant activities and building equipment operations. The report shall also provide an overview of the applicable regulatory requirements and guidelines. The results of the indoor air quality assessment, of any observed mould contamination and of the building envelope performance and condition will be discussed. In addition, the report shall provide a list of deficiencies and recommendations to address these deficiencies along with a cost estimate and a list of advantages and disadvantages for each recommended remedial alternative. All laboratory data will be included as an appendix of the report.

#### RS 4 Designated Substance Survey

Designated substance surveys may be conducted as part of a major or minor capital real property project. The purpose is to identify the presence of designated substances listed in Ontario Regulation 490/09: Designated Substances (O. Reg. 490/09), under the Ontario Occupational Health and Safety Act, Revised Statutes of Ontario (R.S.O.) 1990, Chapter O.1, as amended (OHSA). Under Section 30 of the OHSA, before beginning a project, the owner shall determine whether any designated substances are present at each project site and shall prepare a list of all designated substances that are present at each site. Designated substances are as defined by O. Reg. 490/09, made under the OHSA, and include the following: acrylonitrile, arsenic, asbestos, benzene, coke oven emission, ethylene oxide, isocyanates, lead, mercury, silica, and vinyl chloride. Acrylonitrile, arsenic, benzene, coke oven emission, ethylene oxide, isocyanates and vinyl chloride are not expected to be present at Missions, as these are non-industrial sites. The Contractor will not be expected to sample for these substances; however, they will be noted if observed.



The Canada Labour Code was amended on July 12, 2017, which resulted in occupational health and safety regulations changes regarding asbestos. The Canada Occupational Health and Safety Regulations (COHSR) (SOR/86-304), Part X – Hazardous Substances now defines what is to be considered an asbestos-containing material (ACM), the requirement for an asbestos exposure control plan prior to undertaking any work involving ACM, asbestos dust, waste, and debris removal procedures, and air monitoring requirements.

The Contractor shall be able to complete a Designated Substance Survey (DSS) per the applicable regulations noted above.

# Task 1 – Identification of Designated Substances

The Contractor shall be able to identify the presence of hazardous materials and their impact on planned construction, repair or retro-fit activities at the Mission. When preparing the DSS, the 11 designated substances referred to in the Ontario Occupational Health and Safety Act, must be investigated and inventoried to include, at minimum, the following information:

- Designated substance location. This should include a description such as room number and/or name and the area where the substance is located;
- Floor plan. Simple floor plan showing the locations of the substances. Enough detail should be included so the exact location is readily determined;
- Condition of material. A brief description of the condition of the material and indication of how easily it could be released into the surrounding area shall be provided;
- Amount of material. An estimate of the amount of substance contained in the area shall be provided; and,
- Accessibility. A description of how easily the substance can be accessed and if it is subject to contact or damage.

#### Task 2 – Sampling of Designated Substances

Suspected materials shall be sampled and submitted to an accredited laboratory for analysis. The Contractor shall select and document all sample locations taken throughout the investigation. Any necessary destructive testing will require approval from a DFATD representative.

All work performed by the Contractor must conform to and comply with all applicable, codes, regulations and standards of the Province of Ontario and Federal Government, including but not limited to, the most recent National Building Code of Canada, Occupational Health and Safety Regulations, Treasury Board Occupational Health and Safety Directive and Ontario Regulation 278/05.

Task 3 – Summary of all performed activities and results obtained in Tasks 1 and 2

All results and observations must be reported. The findings resulting from the DSS shall be presented in a written report. The DSS report shall include a summary of the assessment methodologies, an overview of the applicable regulatory requirements and guidelines, the results of any observed and sampled designated materials as well as any proposed material handling recommendations for exposed and potentially concealed materials that may be present. All laboratory data will be included as an appendix of the report.

# **RS 5** Environmental Expert – Support Services

The Contractor may be called upon to provide support to DFATD in relation to its Environmental Expert Support function within Engineering and Commissioning Services (AWT). An environmental expert is defined as a professional engineer with at least 10 years of environmental experience. The Contractor will be required to provide expert professional advisory services to capital project teams, other program areas within the Project Delivery and Technical Services bureau (AWD), and to mission officials, to support DFATD's and other departments'/agencies' program delivery abroad.

The environmental expert services may include (but not be limited to) providing advice and support on the following environmental aspects:

- Delivery of safe drinking water;
- Fuel storage tank management;
- Hazardous waste management;
- Pesticide and integrated pest management;
- IAQ management;
- Mould management;
- Updating DFATD's contaminated sites database;
- Updating DFATD's asbestos inventory;
- Developing work plans resulting from ESI work;
- Energy audits;
- Sustainable development studies; and,
- Providing training/training materials on selected environmental topics.



# APPENDIX "B" – BASIS OF PAYMENT

#### **TP1.** Basis of Payment: Firm Hourly Rates - Task Authorizations

- 1. In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm hourly rates in accordance with GC20 and as specified in the authorized TA. Customs duties are subject to exemption and Applicable Taxes are extra.
- 2. 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 subject to exemption and Applicable Taxes are extra.
- 3. 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 Departmental Representative before their incorporation into the Work.
- 4. Sub-contractor mark-up: Contractors, with the written permission of the Department Representative may apply an all-inclusive sub-contractor mark-up not to exceed 10%.

#### Contract year 1

Category	Firm Hourly Rate
Project Personnel	\$
Senior Personnel	\$

#### Contract year 2

Category	Firm Hourly Rate
Project Personnel	\$
Senior Personnel	\$

#### Travel and Living Expenses

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

All travel must have the prior authorization of the Departmental Representative. All payments are subject to government audit.

#### Other Direct Expenses

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

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

The rates for the optional years will be increased by the annual inflation rate increase published by statistics Canada for Canada for the previous calendar year subject to a written contract amendment. For example, if the rate in year two is \$65 and the published Consumer Price Index (CPI) for year three is 1.8%, then the rate will be increased to \$66.17. If the published CPI for year four is 2.5%, then the rate will be further increased to \$67.82 and so on. If the CPI is a negative, the costs will not be adjusted.



# **APPENDIX "C" – SUPPLEMENTARY CONDITIONS**

#### SC1. Task Authorization

1. 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.

# SC2. Task Authorization Process

- 1. The Departmental Representative will provide the Contractor with a description of the task using the "Task Authorization" form specified in Appendix "F".
- 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 Departmental Representative, within 10 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 Departmental Representative 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.

# SC3. Task Authorization Limit

1. The Departmental Representative may authorize individual task authorizations up to a limit of \$400,000.00 CAD, Applicable Taxes included, inclusive of any revisions.

#### SC4. 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 5% of the Total estimated cost.

- 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 Departmental Representative.
- 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.

#### SC5. 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 \$3,750,000.00 CAD. Customs duties are subject to exemption, as applicable 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 Departmental Representative.
- 3. The Contractor must notify the Departmental Representative 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 Departmental Representative, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### SC6. Periodic Usage Reports - Contracts with Task Authorizations

- 1. The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.
- 2. The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.
- 3. The data must be submitted on a quarterly basis to the Departmental Representative.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Departmental Representative no later than 10 calendar days after the end of the reporting period.



#### 4. Reporting Requirement- Details

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

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

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



# **APPENDIX "D" – GENERAL CONDITIONS**

#### GC1 INTERPRETATION

- 1.1 In the present Contract,
  - 1.1.1 "Contract" an agreement between the Her Majesty and a Contractor for the acquisition by, or provision to, Canada of good(s) and/or services;
  - 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter;
  - 1.1.3 "Minister", means Minister of Foreign Affairs and any person duly authorized to act on behalf of the Minister.
  - 1.1.4 "Work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;
  - 1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract. A Departmental representative may from time to time act as a technical authority;
  - 1.1.6 "Technical Authority" (also sometimes referred to as "Project Authority"): Canada's agent in charge of inspecting the accuracy of any aspects of the Work as described in the Statement of Work.
  - 1.1.7 "Days" means continuous calendar days, including weekends and statutory public holidays.
  - 1.1.8 The headings used in these general conditions are inserted for convenience of reference only and shall not affect their interpretation; and
  - 1.1.9 In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

#### GC2 INFORMATICS SECURITY

- 2.1 In accordance with the departmental informatics security policy, all diskettes, whether software or data must be scanned for viruses. The approval of the Information Management & Technology Bureau / SXD must be obtained prior to loading any software, computer programs or data onto any departmental computer.
- 2.2 Non-compliance with this requirement could result in your organization being excluded from consideration for future work contracted by the Department.

#### GC3 SUCCESSORS AND ASSIGNS

3.1 The Contract shall ensure to the benefit of and be binding upon the Parties hereto and their lawful heirs, executors, administrators, successors and assigns.

#### GC4 ASSIGNMENT

4.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister, and any assignment made without that consent is void and of no effect.

4.2 No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon the Minister unless otherwise agreed to in writing by the Minister.

#### GC5 TIME OF THE ESSENCE

- 5.1 Time is of the essence of the Contract.
- 5.2 Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been foreseen and could not have been avoided by the Contractor by means reasonably available to the Contractor, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 5.3 The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description in a form satisfactory to the Departmental Representative, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay. Any additional costs caused by the delay shall be supported by the Contractor.
- 5.4 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 5.5 Notwithstanding that the Contractor has complied with the requirements of GC5.3, Her Majesty may exercise any right of termination contained in GC8.

#### **GC6 INDEMNIFICATION**

- 6.1 The Contractor shall indemnify and save harmless Her Majesty from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the Work or as a result of the Work. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished Work furnished to, or in respect of which any payment has been made by Canada.
- 6.2 The Contractor shall indemnify Her Majesty from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 6.3 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.
- 6.4 The Contractor acknowledges that he is not an employee, servant or agent of Her Majesty and will not represent or hold himself out to third parties in that capacity. To the extent that any third party, in reliance upon representations

by the Contractor, considers the Contractor to be an agent or employee of Her Majesty, the Contractor agrees to indemnify Her Majesty for any loss or damages and costs occasioned thereby by such third party.

#### GC7 NOTICES

- 7.1 Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to this Contract, shall be in writing, and shall be deemed to have been effectively given when:
  - 7.1.1 served personally to either the Departmental Representative or the Contractor's Representative (as the case may be), on the day it is delivered; or
  - 7.1.2 forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
  - 7.1.3 forwarded by facsimile or other electronic means of transmission, three (3) days after it was transmitted.
- 7.2 The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

#### **GC8 TERMINATION OR SUSPENSION**

- 8.1 Canada may, by giving notice to the Contractor, terminate or suspend the Work with respect to all or any part or parts of the Work not completed. The Contractor shall proceed to complete parts of the Work not affected by the termination notice. Additional notices for different parts of the Contract may be given subsequently.
- 8.2 All Work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract.
- 8.3 All Work not completed before the giving of such notice shall be paid by Her Majesty to the Contractor on the following terms:
  - 8.3.1 the amount of any capital expenditures actually incurred only if they were specifically authorized under the Contract or approved in writing by the Departmental Representative for the purpose of the Contract, less any depreciation in respect thereof already taken into account in determining Cost, to the extent that the capital expenditures are properly apportionable to the performance of the Contract;
  - 8.3.2 all Costs of and incidental to the termination of the Work or part thereof, including the Cost of cancellation of obligations incurred by the Contractor with respect to the terminated Work or part thereof; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination;
  - 8.3.3 where Her Majesty pays for costs for inventory under GC8, this inventory shall vest with Her Majesty.
- 8.4 Payment and reimbursement under the provisions of GC8 shall be made only to the extent that it is established to the satisfaction of Her Majesty that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the party thereof so terminated.
- 8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract amount applicable to the work or the particular part thereof.



8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Her Majesty under the provisions of GC8 except as expressly provided therein.

# GC9 TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 9.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the Work if:
  - 9.1.1 the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
  - 9.1.2 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in Her Majesty's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 In the event that Her Majesty terminates the Work in whole or in part under GC9.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the Work.
- 9.3 Upon termination of the Work under GC9.1, Her Majesty may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Departmental Representative, any finished Work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. Her Majesty shall pay the Contractor for all such finished Work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished Work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or Work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as She determines to be necessary to protect Her Majesty against excess costs for the completion of the Work.
- 9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract amount applicable to the work or the particular part thereof.
- 9.5 If, after Her Majesty issues a notice of termination under GC9.1, it is determined by Her Majesty that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the Parties shall be governed by GC8.

#### GC10 APPROPRIATION

10.1 In accordance with Section 40 of the Canadian Financial Administration Act, payment under this Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

#### GC11 MEMBERS OF THE CANADIAN HOUSE OF COMMONS

11.1 No member of the Canadian House of Commons shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.



# GC12 ACCOUNTS AND AUDIT

- 12.1 The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Departmental Representative, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of six (6) years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.
- 12.2 All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in GC12.1 be open to audit, inspection and examination by the authorized representatives of Her Majesty, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of Her Majesty may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

#### GC13 CONFLICT OF INTEREST

- 13.1 The Contractor declares that the Contractor has no interest in the business of any third party that would cause a conflict of interest or appear to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately in writing to the Departmental Representative.
- 13.2 It is a term of this Contract that no individual, for whom the post-employment provisions of the Canadian Conflict of Interest and Post-Employment Code for Public Office holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.

#### GC14 CONTRACTOR STATUS

14.1 This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent contractor for the purpose(s) of delivering a good or goods and/or providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged under the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

#### GC15 WARRANTY

- 15.1 Notwithstanding inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of twelve (12) months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, or for such other period as may be specified in the written agreement between the Parties, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of the Contract, provided that with respect to Government Property, the Contractor's warranty shall extend only to its proper incorporation into the Work. In addition, the Contractor has the obligation to respect any other warranty provided for by law.
- 15.2 In the event of a defect or non-conformance in any part of the Work during the warranty period defined in GC15.1 and GC15.5, the Contractor, at the request of the Departmental Representative, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.



- 15.3 The Work or any part thereof found to be defective or non-conforming shall be returned to the Contractor's premises for replacement, repair or making good; provided that, when in the opinion of the Departmental Representative it is not expedient to remove the Work from its location, the Contractor shall carry out any necessary repair or making good of the Work at that location, and to the extent the defect does not occur during the warranty period, shall be paid the fair and reasonable Cost (including reasonable traveling and living expenses) incurred in so doing, with no allowance therein by way of profit, less an amount equal to the Cost of rectifying the defect or non-conformance.
- 15.4 Canada shall pay the transportation cost associated with returning any Work or part thereof to the Contractor's premises pursuant to GC15.3, and the Contractor shall pay the transportation cost associated with forwarding the replacement or returning the Work or part thereof when rectified to the delivery point specified in the Contract, or such lesser cost as may be required to transport the Work or part thereof to another location directed by the Technical Authority.
- 15.5 The warranty period set out in GC15.1 shall be extended by the duration of any period or periods during the life of the warranty, including any such extension, in which the Work is unavailable for use or cannot be used because of a defect or non-conformance referred to in this section, less the duration of any delay by Canada in informing the Contractor of the defect or non-conformance or in returning the Work or part thereof to the Contractor's plant. Upon returning the Work or part remaining, including any such extension.
- 15.6 The warranties set out in GC15.1 shall apply to any part of the Work repaired, replaced or otherwise made good pursuant to GC15.2, for the greater of:
- 15.6.1 the warranty period remaining under GC15.5, or
- 15.6.2 ninety (90) days or such other period as may be specified for that purpose in the written agreement between the Parties.
- 15.7 All of the provisions of GC15.2 to GC15.6 inclusive apply, with such minimum changes as the context may require, to any such part of the Work that is found during that period to be defective or not in conformance with the Contract.

# GC16 AMENDMENTS AND WAIVERS

- 16.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the Departmental Representative and of the Contractor.
- 16.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the Technical Authority, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with GC16.1.
- 16.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Departmental Representative and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 16.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.



# GC17 ENTIRE AGREEMENT

17.1 This Contract constitutes the entire agreement between the Parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

#### GC18 OFFICIAL LANGUAGE

18.1 In accordance with the Official Languages Act, any survey, questionnaire, report or other forms may be required to be conducted and prepared in both Official Languages at the discretion of the Departmental Representative.

# GC19 CONFIDENTIAL INFORMATION

- 19.1 Any information of a character confidential to the affairs of Her Majesty to which the Contractor, or any officer, servant or agent of the Contractor becomes privy as a result of the Work to be performed under this Contract, shall be treated as confidential, during as well as after the performance of the said services.
- 19.2 All persons working through Foreign Affairs, Trade and Development Canada on a contract basis must sign a declaration of secrecy, and consent to be cleared through a security check to the level designated for the work assignment. Access privileges to Foreign Affairs, Trade and Development Canada premises and material shall cease with the termination of the Contract or earlier on the direction of the Departmental Representative.

#### GC20 PAYMENT

- 20.1 Payments under this Contract except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Her Majesty but subject to the submission to the Departmental Representative of a claim for payment.
- 20.2 Subject to Parliamentary appropriation of funds and to GC20.1, payment by the Minister for the Work shall be made:
  - 20.2.1 in the case of an advance payment, within thirty (30) days of the signing of this Contract by both Parties or within thirty (30) days of receipt of an invoice requesting payment, whichever is later,
  - 20.2.2 in the case of progress payment, within thirty (30) days following the date of receipt of a duly completed work or progress report or within thirty (30) days of receipt of an invoice requesting payment, whichever is later, and
  - 20.2.3 in the case of a final payment, within thirty (30) days following the date of receipt of the completed work or within thirty (30) days or receipt of an invoice requesting payment whichever is later.
- 20.3 For the purposes of this Contract, a full day is any period of seven and one half (7.5) hours within any twenty-four (24) hour period.
- 20.4 If the Contractor is engaged in the performance of the Work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number of hours during which the Contractor was so engaged.
- 20.5 If Her Majesty has any objections to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, She shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Her Majesty requires. Failure by Her Majesty to act within fifteen (15) days only result in the date specified in GC20.1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

20.6 Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.

#### GC21 INTEREST ON OVERDUE ACCOUNTS

- 21.1 For the purposes of this section:
  - 21.1.1 "Average Rate" means the simple arithmetic mean of the Canadian Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.
  - 21.1.2 "Date of Payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
  - 21.1.3 an amount is "Due and Payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
  - 21.1.4 an amount becomes "Overdue" when it is unpaid on the first day following the day upon which it is due and payable.
  - 21.1.5 Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus three percent (3%) per annum on any amount that is Overdue; from the date, such amount becomes Overdue until the day prior to the Date of Payment, inclusive. Interest shall be paid without notice from the Contractor.
  - 21.1.6 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.
  - 21.1.7 Canada shall not be liable to pay interest on overdue advance payments.

#### GC22 GOODS AND SERVICES TAX / HARMONIZED SALES TAX (GST/HST) VAT OR OTHER LEGAL TAXES

- 22.1 All prices and amounts of money in the Contract are exclusive of GST, HST, VAT or other legal taxes as applicable, unless otherwise indicated. The Goods and Services Tax (GST) or Harmonized Sales Tax (HST), Value Added Tax (VAT) or other legal taxes, whichever is applicable, is extra to the price herein and will be paid by Canada.
- 22.2 The estimated GST, HST, VAT or other legal taxes is included in the total estimated cost. GST, HST, VAT, or other legal taxes to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST, HST, VAT or other legal taxes does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of GST, HST, VAT or other legal taxes paid or due.

#### GC23 INCAPACITY TO CONTRACT WITH GOVERNMENT

- 23.1 The Contractor certifies that the Contractor, including the contractor's officers, agents and employees, has not been convicted of an offence under the following provisions of the Criminal Code:
  - 23.1.1 Section 121, Frauds upon the Government;
  - 23.1.2 Section 124, Selling or Purchasing Office; or



23.1.3 Section 418, Selling Defective Stores to Her Majesty;

(Subsection 750(3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)

#### GC24 CERTIFICATION – CONTINGENCY FEES

- 24.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay any covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 24.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provision of the Contract.
- 24.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract for default or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the Contingency Fee.
- 24.4 In this section:
  - 24.4.1 "Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.
  - 24.4.2 "employee" means a person with whom the Contractor has an employer/employee relationship.
  - 24.4.3 "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes an individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th supplement) as the same may be amended from time to time.

#### GC25 PROVINCIAL SALES TAX

25.1 The property and/or services ordered/purchased hereby are for the use of, and are being purchased by Foreign Affairs, Trade and Development Canada with Crown funds, and are therefore not subject to visible Provincial Sales Tax.

### GC26 INTERNATIONAL SANCTIONS

- 26.1 From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c. E-19. The Contractor agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier sub-contractors.
- 26.2 The Contractor agrees that Canada relies on the Contractor's undertaking in GC26.1 to enter into the Contract, and that any breach of the undertaking shall entitle Canada to terminate the Contract under the provisions of the Contract relating to default by the Contractor, and therefore to recover damages from the Contractor, including reprocurement costs arising out of such a termination.

- 26.3 The countries, persons or groups currently subject to Canadian Economic Sanctions are listed on the Foreign Affairs, Trade and Development Canada site: https://www.international.gc.ca/world-monde/international\_relationsrelations\_internationales/sanctions/current-actuelles.aspx?lang=eng
- 26.4 Canada will use reasonable efforts to make the text of any such regulations available on its electronic bulletin board on a reasonably current basis by way of assistance to the Contractor, but the Contractor agrees that only the text as published in the Canada Gazette, Part II, is authoritative, and the Contractor waives any claim against Canada or Her employees or agents for any costs, loss, or damage whatever that results from the Contractor's reliance on the text of a regulation as reproduced on the electronic bulletin board.
- 26.5 If the Contract is concluded prior to the imposition of a sanction as described in GC26.1, Her Majesty reserves the right to terminate the Contract in accordance with GC8.

# GC27 STATUS AND REPLACEMENT OF PERSONNEL

- 27.1 If at any time during the period of the Contract the Contractor is unable to provide the services of any person who must perform the Work in the Contract, it shall immediately provide a replacement person with similar qualifications and experience. The Contractor shall, as soon as possible, give notice to the Departmental Representative of:
  - 27.1.1 the reason for the removal of the person from the Work;
  - 27.1.2 the name, qualifications and experience of the proposed replacement person; and
  - 27.1.3 proof that the person has the required security clearance granted by Canada, if applicable.
- 27.2 The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with GC27.1, secure a further replacement.
- 27.3 The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- 27.4 If the Contractor intends to use any person in fulfillment of this Contract who is or who is not an employee of the Contractor, the Contractor hereby warrants that such a person is under no restrictive covenants in relation to a constraint of trade that would prevent the person from fulfilling his or her services in relation to the Work and, the Contractor has written permission from the person or (the employer of such a person) to propose the services of the person in relation to the Work to be performed in fulfillment of this Contract.

# GC28 NO BRIBE

28.1 The Contractor represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

# GC29 SEVERABILITY

29.1 If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

### GC30 COPYRIGHT

30.1 In this section,



- 30.1.1 "Material" includes anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation;
- 30.1.2 "Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.
- 30.2 Copyright in the Material shall vest in Her Majesty and the Contractor shall incorporate in all Material the copyright symbol and the following notice:
- 30.3 HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)
- 30.4 At the completion of the Contract, or at such other time as the Contractor or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.
- 30.5 Where copyright in any Material vests in Her Majesty under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.
- 30.6 The Contractor shall not use, copy, divulge or publish any Material except as it is necessary to perform the Contract.
- 30.7 At the request of the Departmental Representative, the Contractor shall provide to Canada, at the completion of the Work, or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.
- 30.8 If the Contractor is the author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

#### GC31 COMPLIANCE WITH NETWORK ACCEPTABLE USE POLICY

31.1 When using Canada's electronic networks, the Contractor shall comply with the Policy on the Use of the DFATD Electronic Networks. A Contractor who does not abide by the terms and conditions of the policy may be subject to termination of the Contract as per GC8.

#### GC32 HANDLING OF PERSONAL INFORMATION

32.1 The Contractor acknowledges that DFATD is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract. All such personal information is the property of Foreign Affairs, Trade and Development Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Foreign Affairs, Trade and Development Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Foreign Affairs, Trade and Development Canada, the Contractor shall have no right to retain that information to Foreign Affairs, Trade and Development Canada, the Contractor shall have no right to retain that information to Foreign Affairs, Trade and Development Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

#### GC33 LANGUAGE

33.1 The language of communication between Her Majesty and the Contractor shall be English or French.

# GC34 PROAVTIVE DISCLOSURE

- 34.1 The Government of Canada is committed to publicly disclose all contracts entered into by it for amounts over \$10,000, with only very limited exceptions such as national security. These requirements cover the procurement contracts for goods and services. It is a term of this Contract that information contained in it in relation to the following data elements vendor name, reference number, contract date, description of Work, contract period or delivery date, contract value will be getbered, and peeted on the Departmental Interpret site;
  - will be gathered, and posted on the Departmental Intranet site:

https://open.canada.ca/en/search/contracts?f%5B0%5D=org\_name\_en%3AGlobal%20Affairs%20Canada.

Information that would normally be withheld under the Access to Information Act and Privacy Act will not appear on that website. This "public disclosure" is intended to ensure that contract information is collected and presented consistently across government and in a manner that promotes transparency and facilitates public access.

#### GC35 HEALTH AND SAFETY

35.1 The Contractor shall ensure, in fulfilling its contractual obligations under this Contract, that its employees and agents are appropriately equipped with all safety clothing and equipment required to perform the Work.

The Contractor shall further ensure that its employees and agents adhere to and follow all applicable health and safety regulations, standards and procedures in force in the jurisdiction and have been trained and will use all mandatory safety equipment imposed by local and Canadian law when completing the Work under this Contract.



# **APPENDIX "E" - INSURANCE REQUIREMENTS**

# 1. E & O (Error and Omission) Insurance

1.1 The Contractor must hold and maintain Professional Liability (Errors and Omissions) insurance in an amount not less than \$2,000,000 CAD per claim or in aggregate.

# 2. Commercial General Liability Insurance

- 2.1 The Contractor must hold and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000 CAD per claim or \$2,000,000 CAD in aggregate.
- 3. It shall be the sole responsibility of the Contractor to determine what additional insurance coverage, if any, are necessary or advisable, for its own protection and/or to fulfill its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.



# **APPENDIX "F" – TASK AUTHORIZATION FORM**

TASK AUTHORIZATION					
Contractor's Name:		Contract Number:			
Address:		Fund Center:			
Task Authorization Number:		Date:			
Amendment Number:					
NEW TA (if applicable)					
Total Estimated Cost of Task (GST/HST extra) before any revisions		\$			
TA REVISION (if applicable)		•			
TA Revision #:		Authorized Increase (GST/HST extra): \$	or Decrease		
Total Estimated Cost of Task (GST/HST ex revision	tra) after this new	\$			
<b>1. REQUIRED WORK</b> (For completion by Technical Authority)					
Task Description of Work to be Performe	ed - Statement of V	Vork			
<b>Description of any Deliverable(s) required</b> Any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract will be described here (including the required format and media)					
2. PERIOD OF SERVICES	From:		То:		
3. WORK LOCATION					
4. BUILDING TYPE (if applicable) :	Chancery	Official Residence	Staff Quarters		
5. TRAVEL REQUIREMENT	🗌 Yes 🗌 I	No Specify:			
6. OTHER CONDITIONS / RESTRAINTS	Yes I	No Specify:			
7. CONTRACT SECURITY REQUIREMEN	<b>TS</b> (if applicable)				
<ul> <li>No</li> <li>Yes Refer to the Security Requirements Checklist (SRCL) annex of the Contract.</li> <li>Reliability Status</li> <li>Secret</li> <li>Top Secret</li> <li>Other</li> </ul>					
8. LANGUAGE REQUIREMENT					
English and French French En	English and French      French      English				
Remarks (if applicable) :					



TA PROPOSAL (For completion by Contractor)						
9. ESTIMATED COST OF CONTRACT						
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Hourly Rate	Estimated # of Hours	Estimated Cost		
		\$		\$		
		\$		\$		
		\$		\$		
Professional Services	Cost	Estimated Cost : \$				
		Applicable taxes : \$				
			Total :	\$		
Travel & Living Cost			Estimated Cost :	\$		
Material Cost			Estimated Cost :	\$		
Shipping Cost (reimbur	sable at cost)		Estimated Cost :	\$		
		Applicable taxes : \$				
		Total : \$				
Grand Total: \$						
10. BASIS OF PAYMEN	IT & INVOICING					
In accordance with the a	article entitled "Basis of Pa	yment" in the Contract.				
			ces rendered and/or goods exceed the Contract value			
Original invoices shall be be sent to the Contractin		nical Authority. One copy o	of each invoice, together w	vith attachments, shall		
11. AUTHORIZATION						
By signing this TA, the Project Authority or the Contracting Authority or both, if applicable, certify (ies) that the content of this TA is in accordance with the Contract.						
			or both, if applicable, ce	rtify (ies) that the		
	accordance with the Co		or both, if applicable, ce	rtify (ies) that the		
content of this TA is in Name of Project Authori	accordance with the Co	ntract.	or both, if applicable, ce	rtify (ies) that the		
content of this TA is in Name of Project Authori	accordance with the Co	ntract.		rtify (ies) that the		
content of this TA is in Name of Project Authorit Signature Name of Contracting Au	accordance with the Co	ntract.		rtify (ies) that the		
content of this TA is in Name of Project Authorit Signature Name of Contracting Au	ty: ty: thority:	ntract.	Date	rtify (ies) that the		
content of this TA is in         Name of Project Authorit         Signature         Name of Contracting Au         Signature         12. CONTRACTOR'S S	ty: ty: thority:	ntract.	Date	rtify (ies) that the		



# APPENDIX "G" - SECURITY REQUIREMENTS CHECKLIST (SRCL)

+

Government Gouvernement of Canada du Canada Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

	SECURITY REQUIREMENTS CHEC ÉRIFICATION DES EXIGENCES RELAT	
	RTIE A - INFORMATION CONTRACTUELLE	
<ol> <li>Originating Government Department or Org Ministère ou organisme gouvernemental d</li> </ol>		<ol> <li>Branch or Directorate / Direction générale ou Direction ACM/AWD/AWT</li> </ol>
<ol> <li>a) Subcontract Number / Numéro du contra</li> </ol>		dress of Subcontractor / Nom et adresse du sous-traitant
3. a) Subcontract Number / Numero du contre	a de adua-senando.	
at missions abroad. The environm indoor air quality assessments, des	rvices (AWT) requires environmental sup ental support services are defined in the a signated substance surveys, and other en-	port services for various environmental projects undertaken attached SoW and include environmental site investigations, vironmental works associated with buildling, maintaining, and
operating GAC's international prop 5. a) Will the supplier require access to Contr Le fournisseur aura-t-il accès à des mar	olléd Goods?	X No Ye Non Ou
	ssified military technical data subject to the pro	
Regulations? Le fournisseur aura-t-il accès à des don sur le contrôle des données techniques?	nées techniques militaires non classifiées qui s ?	Non 🛄 Ou
<ol><li>Indicate the type of access required / Indic</li></ol>	uer le type d'accès requis	
Le fournisseur ainsi que les employés a (Specify the level of access using the ch	ire access to PROTECTED and/or CLASSIFIE uront-its accès à des renseignements ou à des art in Question 7. c) e tableau qui se trouve à la question 7. c)	D information or assets? No X Ye biens PROTÉGÉS et/ou CLASSIFIÉS? Non X Ou
<ol> <li>b) Will the supplier and its employees (e.g. PROTECTED and/or CLASSIFIED infor Le fournisseur et ses employés (p. ex. n</li> </ol>	cleaners, maintenance personnel) require acc	ués à des zones d'accès restreintes? L'accès
6. c) Is this a commercial courier or delivery r		V No Ye
7. a) Indicate the type of information that the	supplier will be required to access / Indiquer le	type d'information auquel le fournisseur devra avoir accès
	NATO / OTAN	Foreign / Étranger
Canada X		Poreign / Etranger
<ol><li>b) Release restrictions / Restrictions relative</li></ol>		he she as contrations
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion
Not releasable A ne pas diffuser		
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s)	pays : Specify country(ies): / Préciser le(s) pays :
· · · · · · · · · · · · · · · · · · ·		
7. c) Level of information / Niveau d'informati	NATO UNCLASSIFIED	
PROTECTED A X	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A PROTECTED A
PROTÉGÉ A X	NATO NON CLASSIFIE NATO RESTRICTED	PROTECTED B
PROTÉGÉ B	NATO RESTRICTED	PROTÉGÉ B
PROTECTED C	NATO CONFIDENTIAL	PROTECTED C
PROTECTED C	NATO CONFIDENTIAL	PROTECIED C
CONFIDENTIAL	NATO SECRET	
CONFIDENTIAL	NATO SECRET	CONFIDENTIAL
SECRET	COSMIC TOP SECRET	SECRET
SECRET	COSMIC TRES SECRET	SECRET
TOP SECRET	COSMIC TRES SECRET	TOP SECRET
TRÈS SECRET		TRÊS SECRET
TOP SECRET (SIGINT)		TOP SECRET (SIGINT)
TRÉS SECRET (SIGINT)		TRÉS SECRET (SIGINT)

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



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Government Gouvernement du Canada

#### Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART A (con	tinued) / PARTIE A (suite)					
8. Will the sup	plier require access to PROTECT	TED and/or CLASSIFIED COMSEC inf ements ou à des biens COMSEC dési	ormation or assets?	RIFIÉRO		es
	eur aura-t-il acces a des renseign ate the level of sensitivity:	ements ou a des biens COMSEC desi	gnes PROTEGES erou GDAS	GIFIEBY		Jui
	native, indiquer le niveau de sens	ibilité				
9. Will the sup	plier require access to extremely	sensitive INFOSEC information or ass	iets?			'es
Le fournisse	eur aura-t-il accès à des renseign	ements ou à des biens INFOSEC de r	nature extrêmement délicate?		X Non O	Jui
	s) of material / Titre(s) abrégé(s)	du matériel :				
	Number / Numéro du document :					
PART B - PER	CONNEL (SUPPLIER) / PARTIE	E B - PERSONNEL (FOURNISSEUR) ed / Niveau de contrôle de la sécurité	du nersonnel requis	And the Res of the Annual A		
10. a) Personi	ter security screening lever requir	ed / Niveau de controle de la securite i	du personner requis			
	RELIABILITY STATUS	CONFIDENTIAL	SECRET	TOP SECR	ET	
X	COTE DE FIABILITÉ	CONFIDENTIEL	SECRET	TRÊS SEC	RET	
	TOD RECORT RICINIT	NATO CONFIDENTIAL	NATO SECRET	COSMIC T	OP SECRET	
	TOP SECRET – SIGINT TRÈS SECRET – SIGINT	NATO CONFIDENTIAL	NATO SECRET		RÉS SECRET	
					TEO DEONET	
	SITE ACCESS					
	ACCÈS AUX EMPLACEMENT	5				
	Special comments:					
	Commentaires spéciaux : Cor	tractor will be escorted at mission				
	NOTE: If an Wels levels of start	alan are identified a Convrite Classifier	tion Cuido must be provided			
	DEMARCHIE : Si physioure pine	ening are identified, a Security Classifica eaux de contrôle de sécurité sont requi	s un quide de classification de	a la sécurité doit être f	loumi	
10 h) May up	screened personnel be used for p		s, un guide de classification de	o la securite doit eue i	X No Y	'es
		re peut-il se voir confier des parties du	travail?			Jui
	will unscreened personnel be esc					'es
	affirmative, le personnel en quest					Jui
Conterio	annouro, io personai en docce					
PART C - SA	FEGUARDS (SUPPLIER) / PAR	IE & MERLIDER DE DROTECTION				
	Egovine foor relending which	IE C - MESORES DE PROTECTION	(FOURNISSEUR)			
	ON / ASSETS / RENSEIGNE		(FOURNISSEUR)			
INFORMATI	ON / ASSETS / RENSEIGNE	MENTS / BIENS				
INFORMATI	ON / ASSETS / RENSEIGNE			its site or		/es
INFORMATI 11. a) Will the premise	ON / ASSETS / RENSEIGNE supplier be required to receive a es?	MENTS / BIENS nd store PROTECTED and/or CLASS	IFIED information or assets on		v	/es Dui
INFORMATI 11. a) Will the premise Le four	ON / ASSETS / RENSEIGNE supplier be required to receive a as? nisseur sera-t-il tenu de recevoir o	MENTS / BIENS	IFIED information or assets on			
INFORMATI 11. a) Will the premise	ON / ASSETS / RENSEIGNE supplier be required to receive a as? nisseur sera-t-il tenu de recevoir o	MENTS / BIENS nd store PROTECTED and/or CLASS	IFIED information or assets on			
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INFORMATI 11. a) Will the premise Le foun CLASS 11. b) Will the Le foun PRODUCTION 11. c) Will the	ON / ASSETS / RENSEIGNE supplier be required to receive a as? hisseur sera-t-il tenu de recevoir of IFIÉS? supplier be required to safeguarn hisseur sera-t-il tenu de protéger ON production (manufacture, and/or re	MENTS / BIENS nd store PROTECTED and/or CLASS et d'entreposer sur place des renseign d COMSEC information or assets?	IFIED information or assets on ements ou des biens PROTÉC MSEC?	GÉS et/ou	X Non C	Oui (es Oui (es
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#### PART C - (continued) / PARTIE C - (suite) For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur. For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet). les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif. SUMMARY CHART / TABLEAU RÉCAPITULATIF CLASSIFIED CLASSIFIE NATO COMSEC Category Categorie PROTECTES NATO NATO NATO CONFIDENTIAL SECART ň. 0. C CONFIDENTIAL SECRET Secker RESTRICTED FIDENTIFI SECRE! **P**R SECRET Secret TRES SELRET в ċ. CONFIDENTIEL £. CONFIGENTER Tetts NATO NATO COSMIC TRES Sector DIFFUSION CONFIDENTIEL RESTREMT ormation / As Renseignements / Ber Production IT Media Support TI IT Link / en électronique 12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? X Non Yes La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Oui If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire. 12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No Yes X Non La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? Oui If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Government Gouvernement		Contract Number / Numbro du contrat			
			Security	Classification /	Classification de securité
PART D - AUTHORIZATION / PAR 13. Creanization Project Authority / Name (print) - Nom (en lettres mou) Ryan Gallant	Chargè de projet de l'o ées)	Title - Title Manager Services	Envronmental Engineering	Signature	2hA
Telephone No N° de téléphone 343-203-5253	Facsimile No - N <sup>r</sup> di	télécopieur	E-mail address - Adresse cour ryan gallant@internationa		Defeter 25 2019
14. Organization Security Authority /	Responsable de la sé-	curnè de l'orga	nisme		
Name (print) - Nom (en lettres moul	(es)	Tife - Title		Signature	dalena Kostrz
Magdalena Kostrz		A/contra	ct security coordinator	maye	racena Moscry
Telephone No N° de téléphone 343-203-6856	Facsimile No - N' di	e télécopieur	E-mail address - Adresse cour magdalena kostrz@intern		Date 2019-11-04
15 Are there additional instructions Des instructions supplementaire	ie g. Security Guide, S 6 (p. ex. Guide de secu	ecurity Classifi ntë, Guide de	cation Guide) attached? classification de la sécurité) son	t-elles jointes?	X No Yes
6 Procurement Officer / Agent d'ap	provisionnement				
Namé (print) - Nom (en lettres moule		Title - Titre		Signature	
Brent Hygaard		Procuren	rent Specialist	-	6
Felephone No N° de téléphone 343-203-1331	Facsim/e No Nº de	e télécopieur	E-mail address - Adresse cou brent bygaard@internati	201100 C	Date October 24 2019
7 Contracting Security Authority 77	Autorité contractante er	matiere de sé	custe	Archin Mining - 1	
lame (print) - Nom (en lettres moule	ies)	Title - Titre		Signature	
Telephone No - N° de téléphone	Facsimile No - N <sup>1</sup> de	télécopieur	E-mail address - Adresse cor	imel I	Date

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