



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

Public Works and Government Services / Travaux
publics et services gouvernementaux
Bid Receiving - PWGSC
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Title - Sujet UXO Clearance	
Solicitation No. - N° de l'invitation EN438-201001/A	Date 2020-04-06
Client Reference No. - N° de référence du client EN438-20-1001	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-615-8067	
File No. - N° de dossier KIN-9-52225 (615)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-05-19	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Denbeigh, Andrew	Buyer Id - Id de l'acheteur kin615
Telephone No. - N° de téléphone (613) 484-1586 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TBD	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the DND 626 Task Authorization Form, the Non-Disclosure Agreement, the Mandatory Technical Requirements, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity - Certification.

1.2 Summary

- 1.2.1 The Department of National Defence requires up to two (2) Task Authorization Contracts (TACs) to conduct Unexploded Explosive Ordnance (UXO) risk management, risk mitigation and site characterization activities at legacy sites and other property owned by the Department of National Defence located throughout Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will be solicited under a separate procurement, outside the resulting contract(s).

The term of each contract will be from date of contract award until 31 March 2023, with the irrevocable option to extend the contract by two (2) additional one-year periods to 31 March 2025.

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

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

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

1.2.2 There are no security requirements associated with this requirement.

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

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

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

1.2.6 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.3 Debriefings

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

1.4 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed Non-Disclosure Agreement attached at Annex E and provide it to the DND Project Administrative Authority before they are given access to information by or on behalf of Canada in connection with the Work.

1.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 200 days

2.2 Submission of Bids

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

Bid Receiving Unit – PWGSC / Réception des soumissions - TPSGC
10th Floor, 4900 Yonge Street / 10^e étage, 4900 rue Yonge
Toronto, Ontario
M2N 6A6

TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Bids will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

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

2.7 Controlled Goods Program – Bid

SACC Manual clause A9130T (2019-11-28), Controlled Goods Program - Bid

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

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Section I: Technical Bid

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

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

Section II: Financial Bid

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

3.1.2 Electronic Payment of Invoices – Bid

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

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

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

3.1.3 Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

- (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 AND 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 (2019-03-04) 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 inbox at 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.

4.1.1.2 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 Public Works and Government Services.
- (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 non-responsive 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.

4.1.1.3 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, but 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 that 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.

4.1.1.4 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 mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The mandatory evaluation criteria are described in Annex "F" to Part 4 of the Bid Solicitation – Mandatory Technical Criteria.

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.1.3 Financial Evaluation

4.1.3.1 Mandatory Financial Criteria

Bidders must complete and submit its financial bid in accordance with Annex B – Basis of Payment. Applicable Taxes are excluded and excise taxes are included.

Bidders must provide a price for all items and pricing periods listed in Annex B – Basis of Payment, Pricing Basis "A" and "B" inclusive.

For the Pricing in Pricing Basis "A": The proposed hourly rates within a specific labour category cannot have a variance great than +/- 5% year over year. For example, if the Year 1 price for Project Manager was bid at \$50.00 per hour, the maximum allowable bid price for Year 2 would be \$52.50 per hour. The minimum allowable bid price for Year 2 would be \$47.50 per hour. The Year 3 bid rate in this example must be within +/- 5% of the Year 2 price.

4.1.3.2 Evaluation of Price

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

4.1.3.3 Calculation of Evaluated Price

For each Item, the sum of the pricing for all Pricing Periods will be multiplied by the corresponding Annual Estimated Usage amount to determine the Extended Price of the Item. The sum of the Extended Price for all Items in all Pricing Bases will be the Total Evaluated Price of the Bid.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest Total Evaluated Price of Bid will be recommended for award of the primary contract which ends with /001 (assigned 60% of the Limitation of Expenditure). The responsive bid with the second lowest Total Evaluated Price of Bid will be recommended for award of the secondary contract which ends with /002 (assigned 40% of the Limitation of Expenditure).

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16), Status and Availability of Resources

5.2.3.2 Education and Experience

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

5.2.3.3 Price Support – Non-competitive Bid

SACC Manual clause C0008T (2007-05-25), Price Support – Non-competitive Bid

5.2.3.4 Workers Compensation Certification – Letter of Good Standing

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

The Bidder must provide, within 10 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.5 Personnel Qualification Statement

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

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

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

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

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

NAME: _____
TITLE: _____
ADDRESS: _____
E-MAIL: _____
SIGNATURE: _____

5.2.3.6 Readiness to Respond Certification

We _____ (name of Bidder) certify that upon receipt of a time-critical Task Authorization, we will be prepared to mobilize to any site within Canada 48 hours.

NAME: _____
TITLE: _____
ADDRESS: _____
E-MAIL: _____
SIGNATURE: _____

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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

6.1.1 Task Authorization

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

6.1.1.1 Allocation of Task Authorizations - Rotational Allocation Based on Remaining Allocated Funding

More than one contract has been awarded for this requirement. As a result, the Task Authorizations issued under this series of contracts will be allocated in accordance with the following:

At the time this series of contracts was awarded, each contractor was allocated an amount of funding as specified in the Limitation of Expenditure in respect of Task Authorizations based on the evaluation process described in the bid solicitation that resulted in the award of this series of contracts.

Canada will use a rotational method to allocate the draft Task Authorizations, where the rotation is based on the amount of funding remaining under each of the respective contracts.

Canada will send the first draft Task Authorization to the contractor with the greatest value of funding under its contract. If more than one contractor has the same value, it will be assigned to the contractor ranked first as determined under the evaluation process in the bid solicitation that resulted in the award of this series of contracts.

The contractor sent a draft TA will have the time set out further below under the subparagraph entitled "Task Authorization Process" to respond to the Contracting Authority.

If the contractor to whom the draft TA is first sent either fails to respond on time or confirms in writing that it refuses to perform the task, the draft TA will then be forwarded to the contractor with the next-greatest balance remaining of allocated funding.

The process of sending out a draft TA to the contractor with the greatest balance remaining will continue until Canada either cancels the requirement for the task or it has been validly issued to one of the contractors. If none of the contractors can perform the task (in accordance with all the terms and conditions of this series of contracts), Canada may acquire the required Work by other means.

Once the Task Authorization is validly issued, for the purposes of calculations for the allocation of Task Authorizations, the value of that Task Authorization (and the value of any subsequent amendment to that TA) will be subtracted from the funding allocated to that contractor.

When the next requirement to perform a task is identified, it will be sent to the contractor with the greatest balance remaining of allocated funding. If more than one contractor has the greatest balance remaining of allocated funds (i.e., several contractors have equal amounts of allocated funding), the draft TA will be

sent to the contractor among them that ranked highest under the bid solicitation evaluation process. If any contract in this series of contracts is amended to add funding for Task Authorizations, all the remaining contracts (i.e., all contracts that have not previously been terminated) will be amended to add funding in amounts proportionate to the funding initially provided under each contract for Task Authorizations (e.g., if three contracts were awarded with \$2M, \$1M and \$750,000 in funding for Task Authorizations respectively, and \$200,000 is added to the first contract, then \$100,000 will be added to the second contract and \$75,000 will be added to the third).

Canada may, in exceptional circumstances related to an operational requirement, opt to send a draft TA to the contractor without the greatest value of funding remaining. This will be a rare occurrence, if it occurs at all, and will be due to a follow-on requirement to a previously issued TA. The value of that TA will be subtracted from the funding allocated to that contractor, and Canada will continue to follow the rotational method subsequently.

6.1.1.2 Task Authorization Process:

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

6.1.1.3 Task Authorization Limit

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

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

6.1.1.4 Task Authorization - Order of Ranking

Two contracts were awarded as a result of Public Works and Government Services Canada bid solicitation number: EN438-201001/A. The Contractors' order of ranking is as follows:

Ranked first: _____ EN438-201001/001/KIN *[Canada will insert information at contract award]*

Ranked second: _____ EN438-201001/002/KIN *[Canada will insert information at contract award]*

6.1.1.5 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

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

"Minimum Contract Value" for Contractor means 5% of the Maximum Contract Value including HST.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.1.1.6 Periodic Usage Reports - Contracts with Task Authorizations

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

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

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

The quarterly periods are defined as follows:

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 June 30.

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

Reporting Requirement- Details

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

For each authorized task:

- 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.

6.1.1.7 Task Authorization - Department of National Defence

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

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

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

Changes to the General Conditions

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

Delete:

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

Insert:

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately.
 - a. The Contract may be terminated for default if during an UXO clearance inspection, there is a Failure identified (as described in SOW Sections 7.14 and/or 7.15 of Annex "A").

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 March 2023 inclusive.

6.4.2 Option to Extend the Contract

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

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

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

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

6.4.4 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Andrew Denbeigh
Title: Supply Specialist

Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 86 Clarence St, 2nd Floor
Kingston, Ontario, K7L 1X3

Telephone: 613-484-1586
E-mail address: Andrew.Denbeigh@pwgsc.gc.ca

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

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6.5.2 Department of National Defence Project Manager (DND PM)

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

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

6.5.3 Project Administrative Authority

[Canada will insert contact information at contract award]

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

6.5.4 Contractor's Representative *[Information to be inserted by the Bidder]*

Contact Name: _____

Telephone No: _____

Cellular No: _____

Facsimile No: _____

Email: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment - Individual Task Authorizations

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

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

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

6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$6,300,000.00 for EN438-201001/001/KIN and \$4,200,000.00 for EN438-201001/002/KIN, Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Monthly Payment

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

6.7.4 Electronic Payment of Invoices – Contract

[Canada will insert information at time of contract award]

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.7.5 T1204 - Direct Request by Customer Department

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

6.7.6 Time Verification

SACC Manual clause C0711C (2008-05-12), Time Verification

6.7.7 Discretionary Audit

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

6.8 Invoicing Instructions

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

Each invoice must be supported by:

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

6.9 Certifications and Additional Information

6.9.1 Compliance

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

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

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2035 (2018-06-21), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);

(g) the Contractor's bid dated _____. *[Canada will insert information at time of contract award]*

6.12 Defence Contract

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

6.13 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

OR

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

6.14 Insurance – Specific Requirements

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

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

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

6.15 Controlled Goods Program

SACC Manual clause [A9131C](#) (2014-11-27), Controlled Goods Program
SACC Manual clause B4060C (2011-05-16), Controlled Goods

6.16 Inspection and Acceptance

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

6.17 SACC Manual Clauses

SACC Manual clause A0285C (2007-05-25), Workers Compensation
SACC Manual clause A9062C (2011-05-16), Canadian Forces Site Regulations
SACC Manual clause D3010C (2016-01-28), Delivery of Dangerous Goods/Hazardous Products

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SACC *Manual* clause D3014C (2007-11-30), Transportation of Dangerous Goods/Hazardous Products
SACC *Manual* clause D3015C (2007-11-30), Dangerous Goods/Hazardous Products – Labelling and Packaging Compliance
SACC *Manual* clause B1505C (2016-01-28), Shipment of Dangerous Goods/Hazardous Products

6.18 Non-disclosure Agreement

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

6.19 Liquidated Damages

1. If the Contractor fails to perform the services to the quality specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$1,000.00 for inspection and travel costs associated with each calendar day of delay or additional inspection. The total amount of the liquidated damages must not exceed 20% percent of the contract price.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

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

Failure of a grid: if the DND review of the Contractor's geophysical data that has been delivered shows 3 major or 1 critical non-conformance on the digs or greater than 20% of the grids fail DND Quality Control review then the Contractor will pay \$1,000.00/day for Canada's consultant to inspect 100% of the Contractor's geophysical work until the Contractor's geophysical data is to the satisfaction of the DND PM. No payment will be made for the Contractor to rework the unsatisfactory work. No payment will be made for the unsatisfactory work until the failed Work is satisfactory in the sole discretion of Canada.

Quality Audit: if a DND led audit reveals 3 major or 1 critical non-conformance on the digs or greater than 20% of the grids fail DND Quality Control review then the Contractor will pay \$1,000.00/day for Canada's consultant to inspect 100% of the Contractor's geophysical work until the Contractor's geophysical data is to the satisfaction of the DND PM. No payment will be made for the Contractor to rework the unsatisfactory work. No payment will be made for the unsatisfactory work until the issue is resolved. If the situation requires a follow-on audit or visit by designated representative to travel to verify that the corrective action to rectify the non-conformance is complete, this cost must also be paid by the Contractor in liquidated damages.

ANNEX "A"

STATEMENT OF WORK

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1. ACRONYMS AND KEY DEFINITIONS

1.1. ACRONYMS

- 1.1.1. A&EI – Ammunition and Explosive Instruction
- 1.1.2. BIP – Blow In Place
- 1.1.3. CAF – Canadian Armed Forces
- 1.1.4. CoE – Centre of Expertise for UXO within DND
- 1.1.5. CG – Controlled Goods
- 1.1.6. CGD – Controlled Goods Directorate
- 1.1.7. DCS – Directorate of Contaminated Sites
- 1.1.8. DMM – Discarded Military Munitions
- 1.1.9. DND – Department of National Defence
- 1.1.10. DND PM – Department of National Defence Project Manager
- 1.1.11. DTSB – Defence Terminology Standardization Board
- 1.1.12. DQO – Data Quality Objective
- 1.1.13. EED – Environmental Effects Determination
- 1.1.14. EMP – Environmental Mitigation Plan
- 1.1.15. EO – Explosive Ordnance
- 1.1.16. EOD – Explosive Ordnance Disposal
- 1.1.17. FTP – File Transfer Protocol
- 1.1.18. GIS – Geographic Information System
- 1.1.19. GPS – Global Positioning System
- 1.1.20. GSP – Geophysical Survey Plan
- 1.1.21. HDAA – High Density Anomaly Area
- 1.1.22. HPO – Hard Prove-Out
- 1.1.23. MCE – Maximum Credible Event
- 1.1.24. MD – Munitions Debris
- 1.1.25. MEC – Munitions and Explosives of Concern
- 1.1.26. MS – Munitions Scrap
- 1.1.27. MWP – Master Work Plan
- 1.1.28. NCR – Non-Conformance Report
- 1.1.29. NEQ – Net Explosive Quantity
- 1.1.30. NMS – Non-Munitions Scrap

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- 1.1.31. NSTM – Not Safe to Move
 - 1.1.32. NOTAM - Notice to Airmen
 - 1.1.33. NOTMAR -Notice to Mariners
 - 1.1.34. NRCan – Natural Resources Canada
 - 1.1.35. PMP – Project Management Plan
 - 1.1.36. PMT – Project Management Team
 - 1.1.37. PPE – Personnel Protective Equipment
 - 1.1.38. PWGSC – Public Works and Government Services Canada
 - 1.1.39. QA – Quality Assurance
 - 1.1.40. QC – Quality Control
 - 1.1.41. Q-D – Quantity – Distance
 - 1.1.42. QCP – Quality Control Plan
 - 1.1.43. QCS – Quality Control Specialist
 - 1.1.44. SAA – Small Arms Ammunition
 - 1.1.45. OP – Standard Operating Procedure
 - 1.1.46. SOW – Statement Of Work
 - 1.1.47. SPO – Soft Prove-Out
 - 1.1.48. STM – Safe To Move
 - 1.1.49. SUM – Site UXO model
 - 1.1.50. TA – Task Authorization
 - 1.1.51. TAC – Task Authorized Contract
 - 1.1.52. TMP – Technical Management Plan
 - 1.1.53. UXO – Unexploded Explosive Ordnance
 - 1.1.54. UXOFS – UXO Field Supervisor
 - 1.1.55. UXOPL – UXO Project Leader
 - 1.1.56. UXOQCS – UXO Quality Control Specialist
 - 1.1.57. UXOSO – UXO Safety Officer
 - 1.1.58. UXOT – UXO Technician
 - 1.1.59. UXOTS – UXO Technician Supervisor
 - 1.1.60. WPR – Weekly Progress Report
 - 1.1.61. WP – Work Plan

1.2. DEFINITION OF KEY TERMS

- 1.2.1. “Ammunition”: a device charged with explosives, propellants, pyrotechnics, initiating composition, or nuclear, biological or chemical material, for use in military operations, and includes a non-charged or inert replica of such a device (Defence Administrative Orders and Directives 3002-0).
- 1.2.2. “Ammunition Salvage”: Any non-explosive ammunition accessory or component, including fired cartridge cases and links, recovered from the firing point or during explosives workshop operations. Note: Ammunition salvage may contain energetic residue, but does not include packaging (Defence Terminology Standardization Board).
- 1.2.3. “Blind”: See “Unexploded Explosive Ordnance (UXO)”
- 1.2.4. “Blow-in-Place”: Destroying and disposing of munitions with an explosive in the place that they are found.
- 1.2.5. “Calibration Grid”: Geographical area selected for HPO UXO investigation.
- 1.2.6. “Character (target)”: Nature of the target of interest to include, but not limited to distinguishing features, size, shape, mass; and spatial attributes in 3-d space (i.e. depth, orientation etc.). Others may refer to it as mode.
- 1.2.7. “Characterization (site)”: Spatial distribution of targets of interest for a given site (depth, orientation, distribution density, etc.). Normally included as a part of the Conceptual Site Model.
- 1.2.8. “Conceptual Site Model”: All data, information and interpretations (historical and current) that may impact the detection and discrimination of Explosive Ordnance (EO). It describes sources and receptors, and the interactions that link these. It assists the planning, data interpretation, and communication. Usually portrayed in a GIS graphic format by a combination of descriptive narration, GIS compilation and chart(s).
- 1.2.9. “Danger Area”: A specified area where above, below, or within which there may exist a potential danger for personnel or equipment.
- 1.2.10. “Data Quality Objectives (DQO)”: Qualitative and quantitative statements that specify the tolerable levels of potential decision errors that will be used as the basis for establishing the quality and quantity of data needed to support decisions.
- 1.2.11. “Debris”: Any portion of the natural ground or of a structure (rocks, structural materials, fittings, equipment, barricade materials etc.) which is propelled from the site of an explosion. (Defence Terminology Standardization Board)
- 1.2.12. “Destruction Site”: An area authorized for the destruction of ammunition and explosives by detonation and burning.
- 1.2.13. “Discarded Military Munitions”: EO that has been lost, abandoned, buried or otherwise disposed of in an improper manner. See UXO. [For UXO related work, UXO includes Discarded Military Munitions (DMM)]
- 1.2.14. “Disposal”: The end-of-life tasks and actions for residual materials resulting from demilitarization operations. Disposal encompasses the process of distributing, transferring, donating, selling, abandoning, or destroying military munitions.
- 1.2.15. “Dud”: See “UXO”.

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- 1.2.16. “Energetic Material”: A substance or mixture of substances that, through chemical reaction, is capable of rapidly releasing energy. (Defence Terminology Standardization Board)
- 1.2.17. “Environmental Contaminant”: Any physical, chemical, biological or radiological substance in air, soil or water that has an adverse effect, which has been released into the environment and whose concentration exceeds the greater of (i) the concentration or quantity of such substance naturally occurring in the environment at the site or (ii) the concentration for such substance established in accordance with Applicable Legislation or Applicable Environmental Guidelines. Hazardous Materials are not necessarily environmental contaminants.
- 1.2.18. “Exclusion Zone”: The area associated with a UXO clearance activity from which unauthorized ships, personnel, equipment, vehicles and aircraft are excluded for reasons of safety because of actual or suspected presence or UXO. May also referred to as a Danger Zone, Danger Area or a Safety Template.
- 1.2.19. “Explosive”: Anything that is made, manufactured or used to produce an explosion or a detonation or pyrotechnic effect, and includes anything prescribed to be an explosive by the regulations, but does not include gases, organic peroxides or anything prescribed not to be an explosive by the regulations. (Defence Terminology Standardization Board)
- 1.2.20. “Explosive Ordnance (EO)”: All munitions containing explosives, nuclear fission or fusion materials and biological and chemical agents. This includes bombs and warheads; guided and ballistic missiles; artillery, mortar, rocket and small arms ammunition (SAA); all mines, torpedoes and depth charges, demolition charges; pyrotechnics; clusters and dispensers; cartridge and propellant actuated devices; and all similar or related items or components explosive in nature. (Defence Terminology Standardization Board)
- 1.2.21. “Explosive Residue”: Energetic material from functioned EO that accumulated in sufficient quantity to create an explosive risk. See “UXO”. (For UXO related work, UXO includes “explosive residue”).
- 1.2.22. “Exposed Explosives”: Explosives that are actually visible and which are also susceptible to initiation directly by static or mechanical spark, or those that create (or accidentally create) explosives dust or give off vapours, fumes or gases in explosive concentrations. (Defence Terminology Standardization Board)
- 1.2.23. “Fragments”: Fragments can be primary or secondary fragments.
- 1.2.24. “Primary fragment”: Piece of material, normally metal, which originates from a detonating cased explosive charge.
- 1.2.25. “Secondary Fragment”: Any fragment which is not directly from the munition case. (Defence Terminology Standardization Board)
- 1.2.26. “Geophysical System”: Consists of project specific geophysical operators, hardware, software, processing and interpretation methods and geophysicist(s).
- 1.2.27. “Geophysical Data Analysis”: Production metrics derived from site-specific Soft and Hard Prove Outs. Includes but is not limited to geophysical background, target specifications, systems noise, cultural noise, detection thresholds, etc. (Also known as “Geophysical Sensitivity Analysis”)

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- 1.2.28. “Geophysical Interpretation”: Transforming geophysical analysis into deliverable results as per the SOW.
- 1.2.29. “Geophysical Sensitivity Analysis”: See Geophysical Data Analysis.
- 1.2.30. “Geophysical Survey”: Field acquisition of high-quality, accurately geo-referenced digital geophysical data using a systematic and justified methodology to detect subsurface anomalies in a non-intrusive manner.
- 1.2.31. “Hard Prove-Out”: Intrusive investigation of selected anomaly sources identified in a Munitions Response geophysical survey. Hard Prove-Out (HPO) is often conducted on a sample of geophysical anomalies mapped within the Munitions Response Site. Anomalies are selected for HPO with the purpose of validating the findings of the Soft Prove-Out (SPO) including the target selection response thresholds. The use of the term HPO should not be confused with general intrusive-investigation and clearance operations.
- 1.2.32. “Hazard”: A condition or entity with the capability to cause an adverse effect. (Defence Terminology Standardization Board)
- 1.2.33. “Impact Area”: An area having designated boundaries within the limits of which all ordnance is to make contact with the ground. (Defence Terminology Standardization Board)
- 1.2.34. “Legacy Site – Category C”: A site on land or offshore that has or is suspected to have resulted in a UXO affected area where:
- the property has left the DND inventory (whether owned or leased);
 - past CF or foreign military activity (training or operational) has occurred; or
 - past federal government activities related to military munitions has occurred.
- 1.2.35. “Maximum Credible Event”: The worst single event that is likely to occur from a hypothesized accidental explosion, fire or agent release based on a given quantity and disposition of ammunition and explosives. (Defence Terminology Standardization Board)
- 1.2.36. “Military Munitions (MM)”: Munitions related to military forces. See “Ammunition”.
- 1.2.37. “Mode”: See “Character (target)”
- 1.2.38. “Munitions”: see Ammunition.
- 1.2.39. “Munitions and Explosive of Concern (MEC)”: See “UXO”
- 1.2.40. “Munitions Debris”: See “Munitions Scrap”
- 1.2.41. “Munitions Scrap”: All recoverable solid by-products, including empty projectile remnants, fragments and pieces of fuse, resulting from the normal functioning of ammunition and explosives, other than those generated at the firing point. Note: Munition scrap may contain energetic residue (Defence Terminology Standardization Board).
- 1.2.42. “Non-Munitions Scrap”: All scrap items that are not related to munitions. This covers metallic items (barbed wire, angle iron pickets, non-target vehicle pieces, soft drink cans, etc.), wood (boards, crates, etc.), glass, plastics and paper.

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- 1.2.43. “Non-operation site”: A site where DND military training activities no-longer occur.
- 1.2.44. “Ordnance”: see Explosive Ordnance. See EO.
- 1.2.45. “Quality Control Plan (QCP)”: Plan that addresses all quality control systems used for each task of a project.
- 1.2.46. “Render Safe Procedures (RSP)” The application of special EOD methods aid tools to provide for the interruption or separation of essential components of UXO to prevent an unacceptable detonation.
- 1.2.47. “Risk”: The combination of the frequency, or probability, and the consequence of a mishap. (AOP-38-4)
- 1.2.48. “Risk Assessment”: A systematic method of identifying and evaluating hazards or threats, the results of which are derived from probability and severity (Defence Terminology Standardization Board).
- 1.2.49. “Risk Management”: The systematic application of management policies, procedures and practices to the tasks of analyzing, evaluating and controlling risks.
- 1.2.50. “Safe”: Having an acceptable degree of freedom from risks to personnel and material at all times. (Defence Terminology Standardization Board)
- 1.2.51. “Safe Distances”: The applicable safe distance is the minimum distance that personnel or specified equipment, installations or objects must be separated from the intended point of impact, point of burst, point of detonation or planned trajectory.
- 1.2.52. “Normal Safe Distance”: The distance from point of impact beyond which, on an average, one fragment per shell fired may be expected to travel.
- 1.2.53. “Positive Safe Distance”: The distance from the point of impact or detonation beyond which, on an average, no fragment is expected to travel. (Defence Terminology Standardization Board)
- 1.2.54. “Safe-To-Transport”: Items declared “Safe-to-transport” have been suitably inspected and certified that they no longer contain energetic material and can be transported on public roadways.
- 1.2.55. “Safe-To-Move”: “UXO” or “DMM” determined to be safe to move to a storage point on site for later disposal.
- 1.2.56. “Safety”: The inherent property of a system, subsystem or item that enables it to possess and to maintain an acceptable level of risk during all situations and activities occurring during its specified life cycle (Defence Terminology Standardization Board).
- 1.2.57. “Scrap”: All items and residue remaining as a result of the occupation or use. See Non-Munitions or Munitions Scrap and Ammunition Salvage.
- 1.2.58. “Seed Items”: Representative of a live munitions item (i.e., a suitable proxy) or a live munitions item that has been rendered inert and is used as planted item to validate detectability by the geophysical system (SPO); or to provide quality control of the survey data. Items are intended to closely replicate potential ordnance-related items that might be found in the associated production survey. Seeding is typically done in a blind-mode so as to test the geophysical systems ability to achieve the survey goal.

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- 1.2.59. “Small Arms Ammunition (SAA)”: Fixed cartridge ammunition, less than 20 mm in calibre, designed to be discharged by a personal firearm or crew-served weapon (Defence Terminology Standardization Board).
- 1.2.60. “Soft Prove-Out”: Testing performed on geophysical equipment that is proposed for use on a Munitions Response Site. The SPO procedure involves deploying the geophysical equipment over an area representative of the proposed survey area in terms of site characteristics. The SPO area is seeded with inert military munitions or their surrogates to determine the capabilities of the proposed survey methods to detect the military munitions expected to be found on the site. The SPO aims to validate the entire survey process from field data collection to anomaly selection to anomaly reacquisition.
- 1.2.61. “Special Status Site – Category D”: Land or offshore sites, determined on a case-by-case basis, encompass those areas where a UXO hazard caused or created by a variety of known (i.e. current training, operations, etc.) or unknown reasons (i.e. air crashes, shipwrecks, dumps, etc.) but for which DND has a lead agency responsibility to rectify on behalf of the Government due to the nature of the circumstances.
- 1.2.62. “Subsurface Clearance”: Subsurface clearances are conducted to locate, remove or destroy all subsurface UXO and remove (as required) MS, NMS and hard target material below the surface of the site. There is no set depth for a subsurface clearance. The site is cleared to a depth that is deemed safe for the intended use of the site. (Source: B-GL-381-003/TS-000)
- 1.2.63. “Surface Clearance”: Surface clearances are conducted to locate, remove or destroy all surface UXO and remove MS, NMS and hard target material visible on the surface of the site. The benefits of a surface clearance must be considered in terrain where brush or undergrowth prevents a clear view of the ground. The possibility of erosion, topographic change or frost action exposing buried items near the surface, thus requiring further clearance, must also be considered. A surface clearance is normally a precursor to subsurface clearance. (Source: B-GL-381-003/TS-000)
- 1.2.64. “Target”: The object of a particular action, for example a geographic area, a complex, an installation, a force, equipment, an individual, a group or a system, planned for capture, exploitation, neutralization or destruction by military forces. (Defence Terminology Standardization Board)
- 1.2.65. “Target of Interest”: (Geophysical context) Causative body or physical entity delineated through quantitative analysis or interpretation of geophysical data. Reported in geo-referenced space (X, Y and Z) with associated geophysical parameters.
- 1.2.66. “Target Area”: An area in which targets can be safely engaged by one or more weapons firing from a designated firing area. (CFP 381(1)). See “Impact Area”.
- 1.2.67. “Target Ranking or Prioritization”: Prioritization of Targets of Interest or anomalies based on Character (target) supported by SPO.
- 1.2.68. “Unexploded Explosive Ordnance (UXO)”: Explosive ordnance which has been primed, fused, armed or otherwise prepared for action, and which has been fired, dropped, launched, projected or placed in such a manner as to constitute a hazard to operations, installations, personnel or material and remains unexploded either by malfunction or design or for any other cause. (Defence Terminology Standardization Board)

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- 1.2.69. “UXO Assessment Survey”: An activity designed to determine, assess and report on whether an area is affected by UXO; the boundaries of the affected area; the densities of the UXO, including the locations and characteristics of impact areas within the affected area; and the residual depths, types and natures of UXO and inert ordnance-related items within the affected areas.
- 1.2.70. “UXO Avoidance”: During UXO avoidance tasks, the surface is visually swept and detection equipment is used to detect potential subsurface UXO. No intrusive work is done and any UXO or potential UXO found or detected is not disturbed or handled.
- 1.2.71. “UXO Clearance”: see Surface and Subsurface Clearance.
- 1.2.72. “UXO Risk Mitigation”: An activity conducted to reduce the hazards associated with UXO to a level that is acceptable to the appropriate approving authority with regard to the planned use of the land. Risk can be mitigated by activities such as communications (audio, visual and written warning), property use controls, property access controls, and UXO survey or investigation and clearance contracts.
- 1.2.73. “UXO Risk Reduction”: Actions taken to lessen the probability, negative consequences or both, associated with a particular risk, a UXO activity that may contain geophysical surveys, detector aided investigations and intrusive digging of anomalies
- 1.2.74. “UXO Site”: A property where UXO is present or there is a likelihood of UXO based on past military operations or accidents. Includes DND Active and Inactive, Special Status and Legacy Sites. Others may refer to it as a MEC Area.
- 1.2.75. “Universal Transverse Mercator (UTM)”: The UTM coordinates map projection system is a grid- based method of specifying locations on the surface of the Earth as Eastings and Northings.
- 1.2.76. “Wide Area Assessment”: Process to provide generic characterization of the UXO risk over a large area or the entire site. It may include any or all combinations of historical or anecdotal research, Aerial Geophysical Survey, ground (vehicle or foot borne) and water (surface or sub- surface) geophysical surveys and visual or other types or searches.

2. INTRODUCTION

2.1. OBJECTIVES

- 2.1.1. This specification has been developed for the Contractor to provide time critical and non-time-critical Unexploded Explosive Ordnance (UXO) services within Canada, at:
- 2.1.1.1. Department of National Defence (DND) non-operational sites;
 - 2.1.1.2. DND Legacy Sites; and
 - 2.1.1.3. Other project sites where UXO are encountered.
- 2.1.2. The Director of Contaminated Sites (DCS), as an exception, may also grant the use of this Task Authorization Contract (TAC) on operational DND sites as required.

2.2. SCOPE

- 2.2.1. Activities conducted under this TAC may include (but are not limited to) UXO

avoidance, signage installation, UXO investigation activities including wide area assessments and hard prove outs, geophysical surveys, communication and institutional control, surface and subsurface clearance, risk reduction, subcontracted consultant support for UXO services, general UXO support, transport of Munition Scrap (MS) to secure DND facility, level 3 screening, fence installation and all associated project management and reporting activities.

2.2.2. On an as-needed and as-required basis, DND will submit a Task Authorization Statement of Work (TA SOW) which include a description of the scope required for the task which could include one or more of the following, and as detailed in Section 9 of this SOW:

- 2.2.2.1. Develop a Task Authorization Work Plan (TA WP) modifying the Master Work Plan (MWP), based on the specific requirements of the Task Authorization and site, including all necessary supporting subcontractors and equipment required to carry out the work, in accordance with the TA SOW. Note that at the discretion of the DND PM, time-critical Task Authorizations may forgo a TA SOW and TA WP and simply use the Task Authorization Form (DND626 Form) to describe necessary services for a fast turn-around time on site mobilization;
- 2.2.2.2. Conduct UXO avoidance and escort activities;
- 2.2.2.3. Supply and install UXO signage and fencing;
- 2.2.2.4. Conduct vegetation removal (in advance of other UXO-related activities);
- 2.2.2.5. Conduct grid and polygon stakeout (in advance of geophysical survey, analog survey or UXO clearance activities);
- 2.2.2.6. Conduct geophysical surveys;
- 2.2.2.7. Conduct detector-aided investigations;
- 2.2.2.8. Conduct surface clearance operations;
- 2.2.2.9. Conduct sub-surface clearance operations;
- 2.2.2.10. Conduct UXO risk reduction services.
- 2.2.2.11. Store UXO and Explosives;
- 2.2.2.12. Destroy UXO;
- 2.2.2.13. Manage Munition Scrap (MS), including screening, storage, packaging and transportation; and,
- 2.2.2.14. Collect and prepare Geographic Information System (GIS) data for all activities.

2.2.3. The scope of this TAC includes the provision of all components required to accomplish the work, including, but not limited to: material, equipment, labour, overhead, permits, security, packaging, transport, and all meetings and deliverables.

2.2.4. Render safe procedures are not authorized for use by UXO Contractors in Canada.

2.2.5. The Contractor must provide an FTP site for the electronic exchange of TA documentation (including deliverables) for up to 60 days following TAC closure or until

DND PM confirm all files have been removed, whichever comes first.

- 2.2.6. Site conditions are expected to vary widely from site to site throughout Canada and will be described in each TA issued under the Contract.
- 2.2.7. The Contractor will be responsible for ensuring all personnel, equipment, and technical expertise required to carry out work describes in this TAC and subsequent Task Authorizations (TAs) are available and meet all regulations and standards applicable to the work.
- 2.2.8. Specific details of the work will be communicated in subsequent TAs. Activities will be conducted on an as-needed, as-requested basis, as determined by the DND Project Manager (DND PM).
- 2.2.9. Unless otherwise specified, working hours are limited to daylight hours. Work hours may be modified to meet time of year and work requirements upon written acceptance of the Contractor's proposed changes by the DND Representative.

2.3. REGULATIONS, AUTHORITIES AND REFERENCE STANDARDS

- 2.3.1. For all activities conducted under this TAC, the Contractor will be responsible for abiding by all applicable regulations and laws. All work must be executed in conformance with all current federal and provincial laws, DND Policy and standards, codes and applicable references. Where discrepancies or contradictions occur, the more stringent requirements will be used.
- 2.3.2. The following is a list of reference standards (all references are available in an online repository, please contact the Contracting Authority for access):
 - 2.3.2.1. Canada Labour Code, Part II
 - 2.3.2.2. Defence Production Act (R.S.C., 1985, c. D-1)
 - 2.3.2.3. Explosives Act (R.S.C., 1985, c. E-17) and Explosives Regulations (C.R.C., c. 599)
 - 2.3.2.4. Controlled Goods Regulations (SOR/2001-32)
 - 2.3.2.5. Provincial Worker's Compensation Board (as applicable)
 - 2.3.2.6. DND. A&EI 15, Recognized Civilian Qualifications Applicable to Ammunitions and Explosives Employment, Change 2
 - 2.3.2.7. DND C-09-005-004 Ammunition and Explosives Safety Manual – Volume 4, Demilitarization and Disposal
 - 2.3.2.8. DND. A&EI 17, Civilian Qualification Expiry Criteria
 - 2.3.2.9. National Resources Canada Letter #61. Natural Resources Canada, Explosive Regulations Division, July 2009
 - 2.3.2.10. DND. A-GG-040-006/AG-002 DND Ammunition Accident /Defect/Malfunction Reporting. 2008-05-05

- 2.3.2.11. DND. B-GL-381-003/TS-000 Range Clearance and Unexploded Explosive Ordnance (UXO) Activities Manual. Interim, April 2011
- 2.3.2.12. Natural Resources Canada. Blasting Explosives and Initiation Systems – Storage, Possession, Transportation, Destruction and Sale. Natural Resources Canada, Explosives Regulatory Division. March 2008
- 2.3.2.13. DND. C-09-005-002/TS-000 Ammunition and Explosives Safety Manual – Volume 2, Storage and Facility Operations. 2013-02-01
- 2.3.2.14. DND. C-09-005-003/TS-000 Ammunition and Explosives Safety Manual – Volume 3, Transportation. 2013-02-01.
- 2.3.2.15. DND. MEC Field Data Layering and Attribute Database, V2.3
- 2.3.2.16. DND. C-09-008-002/FP-000 Ammunition and Explosives Procedural Manual, Destruction of DUD and Misfired Ammunition of CF Ranges and Training Areas. 2011-09-01
- 2.3.2.17. DCC. Geospatial Data Standard, V1.07
- 2.3.2.18. DCC. Geophysical Standards For Munitions Response Projects, V3.0
- 2.3.2.19. GIS standards are currently being updated, new GIS standards will apply for this contract once prepared.
- 2.3.2.20. DND. A&EI 06, Removal of Hard Targets from CF Ranges and Training Areas
- 2.3.2.21. C 09 005 001 TS 000 Program Management and Life Cycle Safety
- 2.3.2.22. In event of conflict between any provisions of above authorities the most stringent provision will apply.

3. CONTRACTOR ROLES AND RESPONSIBILITIES

3.1. GENERAL

- 3.1.1. The Contractor is fully responsible for coordinating all work, and is legally and professionally responsible and accountable for the proper execution of all work conducted under this TAC.
- 3.1.2. The Contractor is responsible for the completeness and accuracy of the work. DND's review and acceptance of the Contractor's work does not relieve the Contractor of this responsibility.
- 3.1.3. All Contractor requests for clarification or communications related to the scope of the Task Authorizations must be made to the DND PM.
- 3.1.4. The Contractor is responsible for providing the labour, and resources to complete the work conducted under this TAC. This may include, but is not limited to: the necessary qualified personnel, management, supervision, transportation, equipment, laboratory facilities, materials, tools, office and storage space, reference documents, data-processing supplies, computers, overhead, disbursements and other incidentals.
- 3.1.5. Personnel including the Senior Geophysicist, Project Manager, Quality Manager,

UXOPL, UXOSO, UXOQCS must be employed by the Contractor (either directly, through a joint venture or in a partnership or limited partnership), these roles cannot be subcontracted.

- 3.1.6. The Contractor is responsible for obtaining permits, licenses and registration as required prior to site activities to fulfill the terms of this Specification, including but not limited to, any obligations under federal and provincial legislation. The Contractor must provide copies of the documentation to the DND PM prior to mobilization.
- 3.1.7. Registration under the PWGSC CGD is required of anyone who examines, possesses, or transfers controlled goods or technology in Canada, and will be required of the Contractor as both UXO and MS falls under Group 2 of the Export Control List provisions of References 2.3.2.2 and 2.3.2.4.
- 3.1.8. The Contractor is responsible to ensure the following documentation is available at all Contractor work sites for the duration of the project:
- 3.1.8.1. TA SOW and Appendices;
 - 3.1.8.2. Approved Master Work Plan (MWP)
 - 3.1.8.3. Task Authorization Work Plans and updated sections, including schedule (Gantt Chart) and Work Breakdown Structure (WBS);
 - 3.1.8.4. Permits (as applicable);
 - 3.1.8.5. Standard Operating Procedures (SOPs);
 - 3.1.8.6. Contractor's Quality Control Plan (QCP);
 - 3.1.8.7. Site Health and Safety Plans;
 - 3.1.8.8. Records of personnel training and qualifications;
 - 3.1.8.9. Confirmation of UXO Personnel Qualifications (including CVs);
 - 3.1.8.10. UXO Disposal Plans;
 - 3.1.8.11. Progress charts and maps;
 - 3.1.8.12. Environmental Approvals and Field forms, as applicable;
 - 3.1.8.13. Cultural Approvals and Field forms, as applicable;
 - 3.1.8.14. Meeting minutes, as applicable;
 - 3.1.8.15. Quality management system records;
 - 3.1.8.16. Post in full view all permits, licences and compliance certificates;
 - 3.1.8.17. Updated schedule; and,
 - 3.1.8.18. Other pertinent Contract documents.

3.2. TIME MANAGEMENT

- 3.2.1. For UXO services on DND sites or Legacy sites where time is not a critical concern, the Contractor will provide a TA proposal within a reasonable time frame (no later than 10

business days) of receipt of a TA SOW.

- 3.2.2. For time-critical UXO services, the Contractor must be prepared to mobilize UXO personnel to any site within Canada 48 hours from receipt of a Task Authorization (DND626 Form). Where mobilization is not possible within 48 hours, the Contractor must notify the DND PM within 24 hours of receipt of a TA to make alternate mobilization arrangements.
- 3.2.3. The Contractor must organize the work and devote the necessary resources to achieve the milestones indicated in this specification and the approved Work Plan(s).
- 3.2.4. The Contractor must execute the contract in accordance with target dates in the TA schedule accepted by the DND PM.
- 3.2.5. If the Contractor expects delays to occur in the delivery of services or deliverables, the Contractor must immediately notify the DND PM in writing and provide an explanation. The Contractor may be expected to make up for any delay within the remaining Work Plan schedule and approved budget.

3.3. EMERGENCY NOTIFICATIONS AND SECURITY

- 3.3.1. If the Contractor discovers conditions that pose an immediate threat to human health or the environment, or if the Contractor is made aware of any spills, the Contractor must notify the appropriate regulatory authorities (e.g. Environment and Climate Change Canada) in accordance with federal requirements (for federal land) and provincial requirements (for non-federal sites). The DND PM should also be notified.
- 3.3.2. The Contractor is responsible to ensure all equipment and materials are secured in a suitable fashion at the end of the workday and weekends on all project-related sites.
- 3.3.3. The Crown will not accept any claims for lost, stolen or damaged materials or equipment under the Contractor's control.
- 3.3.4. Any thefts or break-ins of Contractor lock ups or buildings must be reported immediately to the DND PM. The Contractor must advise local Authorities of the incident.
- 3.3.5. All personnel must be equipped with adequate communication devices (e.g., two-way radios) for the work activities. The use of two-way radios, cell phones or satellite phones is authorized; the system used must meet safe to operate distance limitations. A minimum of two additional communication devices must be maintained at the site office or trailer in the event of a device malfunction and for site visitors.
- 3.3.6. For security requirements related to UXO or explosives storage refer to Section 9.12.

3.4. MOBILIZATION / DEMOBILIZATION

- 3.4.1. If required, the Contractor must be prepared to mobilize to any site within Canada 48 hours of receipt of a TA under the Contract.
- 3.4.2. The Contractor will mobilize or demobilize only when authorization to do so has been received in writing from the DND PM or designated representative.

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- 3.4.3. Prior to receiving authority to mobilize, the DND PM must receive all work plan submittals as indicated in Sections 5.2, 5.3 and 5.4 (Deliverables), and all must be accepted by the DND PM.
 - 3.4.4. All submittals must be authenticated as originals by signature of the Contractor's authorized representative certifying approval of submissions, verification of field measurements and quantities where applicable, and in compliance with Contract documents.
 - 3.4.5. When demobilizing, the Contractor will leave the site in its original, or close to original, state. All equipment, material, etc. belonging to the Contractor must be removed from site.
 - 3.4.6. The Contractor may be required to host a pre-demobilization walk through with the DND PM or designate to demonstrate that all field work tasks have been successfully completed.

3.5. PROJECT MANAGEMENT

- 3.5.1. The Contractor must perform project management activities necessary for maintaining project control and meet reporting requirements stipulated in Section 5- Deliverables. Project Manager responsibilities include but are not limited to the following:
 - 3.5.1.1. Responsible for ensuring the Contractor team meets the contract qualifications requirements, in accordance with Section 6 – Personnel Qualifications;
 - 3.5.1.2. Responsible for deliverables, schedule, and budget;
 - 3.5.1.3. Coordination of overall quality management, in accordance with Section 7 - Quality Management;
 - 3.5.1.4. Responsible for maintaining accurate records of project progress and status;
 - 3.5.1.5. Notifying the DND PM immediately of issues that may affect the schedule, cost or quality of the work carried out under the contract;
 - 3.5.1.6. Maintaining all communication and documentation of activities as outlined in this specification on a continuing basis throughout the life of this project;
 - 3.5.1.7. Initiating Contractor tasks and duties as outlined in the Specification, MWP, TA WP and Project Schedule;
 - 3.5.1.8. To seek confirmation through written approval from the DND PM prior to any deviations from the Contractor's approved work force, project scope, cost, work plan or Schedule; and,
 - 3.5.1.9. Submit all formal communication (e.g., letters of direction, approvals, etc.) to the DND PM or designate in a timely manner.
 - 3.5.1.10. Schedule: The Contractor must prepare a comprehensive project schedule to be included with each TA WP. Should changes to the schedule occur, the updated project schedule must correlate with activities and events recorded in the Daily Reports. Planned versus actual performance must be reflected of

any updates to the project schedule.

4. MEETINGS

4.1. PRE-COMMENCEMENT MEETINGS

- 4.1.1. The Contractor must attend a Pre-Commencement Meeting following the award of the TAC. Details for this meeting will be specified in a Task Authorization request under this Contract.
- 4.1.2. The meeting will discuss the execution of the project with relevant team members in attendance.
- 4.1.3. Lines of communication will be established and followed.

4.2. DAILY BRIEFINGS

- 4.2.1. The Contractor must hold a short meeting ('tailgate briefing') with the work crew during work days, every morning from date of mobilization to date of demobilization. The meeting will detail the planned activities for that day including the site specific responsibilities of personnel, the types of munitions items expected to be found and their associated hazards and the health and safety risks and personal protective equipment (PPE) and mitigating measures associated with the day's work.
- 4.2.2. The Contractor and DND Representative may meet daily to review the work accomplished and to discuss, as specified in the Task Authorization SOW:
 - a) Current status;
 - b) Percentage complete;
 - c) Planned versus actual work completed as reflected on the project schedule;
 - d) Causes for production variations (+/-); and,
 - e) Any significant observations relevant to the work and the site, or any other relevant information.

4.3. WEEKLY PROGRESS MEETINGS

- 4.3.1. The Contractor must facilitate, coordinate and participate in weekly site meetings to track the progress of the field program and address any concerns including schedule changes that may impact the work on site and should be attended by the DND PM or Representative.
- 4.3.2. Weekly site meetings will include necessary technical personnel from the Contractor's team that are key to completion and communication of the active field tasks and the DND PMT, in person or via teleconference.
- 4.3.3. A Record of Discussion must be issued by the Contractor in accordance with Section 5 - Deliverables and provided to the DND PM.

4.4. DRAFT REPORT REVIEW TELECONFERENCE

- 4.4.1. As required, the Contractor and the DND PMT will meet via teleconference to discuss feedback on draft reports issued under this TAC.

4.5. TASK CLOSE OUT AND LESSONS LEARNED MEETING

- 4.5.1. As required, a Task Authorization Close-Out Meeting will be conducted by teleconference following acceptance of the Final Report by DND for each Task Authorization under the TAC.
- 4.5.2. The Contractor's Project Manager and UXO Project Leader (UXOPL) will be required to participate.
- 4.5.3. The Contractor must provide the agenda and produce the minutes for this meeting.

5. DELIVERABLES

5.1. GENERAL

- 5.1.1. The Contractor must submit all draft and final deliverables in accordance with requirements indicated in this SOW. Major deliverables include, but are not limited to, those listed below.
- 5.1.2. Regardless of what is written in the references listed in Section 2.3, all item depth measurements must be measured to an accuracy of 1 cm using a measuring tape, yard stick, or other acceptable measuring device according to the DND PM. Eye ball measurements are not acceptable.
- 5.1.3. Draft submissions are to be prepared and submitted with the same content and quality as if they were final submissions (i.e., drafts should be of high quality: clear, concise, complete), including considerations for grammar, tone, and consistency of data and technical contents. All reports must be compliant with this SOW, call-up SOW, best practices and applicable legislation. If a draft submission delivered by the consultant is judged by DND not to meet the requirements of this SOW, DND reserves the right to request subsequent draft submissions from the consultant, even following revisions to the first draft by the consultant, at no additional cost to DND.
- 5.1.4. Final reports must be signed by the Contractor.

5.2. MASTER WORK PLAN

- 5.2.1. A MWP will be required at the outset of the project, with supplemental TA WPs to be submitted in response to each TA, as they are issued. The Contractor must submit a draft MWP no later than ten (10) business days after the Pre-commencement Meeting. The MWP will define general contract objectives, general work processes for all activities identified in this SOW, and associated data needs to reach project objectives. The MWP will apply to all activities that will potentially be conducted under the TAC; site-specific tasks will be defined in each TA WP. The MWP must include, at minimum, the

following elements:

- 5.2.2. Project Management Plan (PMP), including:
 - 5.2.2.1. Identification of schedule risks and contingencies;
 - 5.2.2.2. Organizational chart;
 - 5.2.2.3. Methodology used for all major tasks;
 - 5.2.2.4. Process flow charts (reflecting both process and quality control);
 - 5.2.2.5. Communication Plan; and,
 - 5.2.2.6. Health, Safety and Emergency Response Plan (see Section 8 – Health, Safety and Environment);
 - 5.2.2.7. Technical Management Plan (TMP), including equipment, materials and procedures for each component of the project scope including:
 - 5.2.2.7.1. Quality Control Plan (QCP) (see Section 7- Quality Management);
 - 5.2.2.7.2. Geophysical Survey Overview and SOPs;
 - 5.2.2.7.3. Environmental Management Plan (see Section 8.5 - Environment);
 - 5.2.2.7.4. Ammunition and Explosives Handling Management (for surface clearance, sub- surface clearance, packaging, transport, and general UXO destruction procedures, etc.)
 - 5.2.2.7.5. Personnel Qualifications Statement.
 - 5.2.2.7.6. Proposed Team and CVs (maximum 2 pages) that demonstrate that Section 6 – Personnel Qualifications are met.
- 5.2.3. The Contractor must notify the DND PM and the PWGSC Representative when the complete draft MWP and schedule have been uploaded to the project FTP site.
- 5.2.4. The DND PM will provide compiled comments on the draft MWP within ten (10) business days. The Contractor must be prepared to attend a meeting or teleconference with DND to discuss the draft MWP within three (3) business days of receipt of comments from the DND PM if requested to do so.
- 5.2.5. The Contractor will be required to revise the MWP within five (5) business days of the MWP review meeting.
- 5.2.6. No change to any component of the MWP can be made without written authorization from the DND PM.

5.3. TIME CRITICAL TA WORK PLAN, COST PROPOSAL SCHEDULE AND WBS

- 5.3.1. Upon receipt of a time-critical Task Authorization, the Contractor must submit a draft TA WP, cost proposal and schedule no later than 48 hours after receipt of a commitment for services. A TA WP does not require the resubmission of a fully amended MWP, but

should be a document referencing to the approved MWP and containing the necessary updated and supplemental information, as required. If the Contractor intends on using UXO personnel who have not been prequalified under the MWP, CVs (maximum 2 pages) that demonstrate that Section 6 – Personnel Qualifications are met must be submitted.

- 5.3.2. The cost proposal must include a cost estimate for Contractor's time and materials, based on the accepted rates for this TAC.
- 5.3.3. The Task Authorization schedule (Gantt format) and work breakdown structure (WBS) identifying tasks and sub-tasks for each definable feature of work must be submitted and maintained in hard copy on site (see also Section 3.5 – Project Management).
- 5.3.4. The DND PM will provide compiled comments on the draft TA proposal documents. The Contractor will be required to revise the documents within twenty four (24) hours of receipt of comments.
- 5.3.5. The Contractor will mobilize only after DND PM has accepted the TA WP, schedule and all pre- mobilization permits, licenses, certificates, and notifications (see Section 3.1 – General Requirements). This acceptance will be provided in writing by the DND PM.
- 5.3.6. The Contractor must update the project schedule as part of the Weekly Progress Report, with discrepancies from original schedule noted and explained.
- 5.3.7. No change to any component of the TA WP can be made without written authorization from the DND PM.

5.4. NON TIME-CRITICAL TA WORK PLAN, COST PROPOSAL, SCHEDULE & WBS

- 5.4.1. Upon receipt of a non-time-critical Task Authorization, the Contractor must submit a draft TA WP, cost proposal and schedule no later than 10 business days after receipt of a commitment for services. A TA WP does not require the resubmission of a fully amended MWP, but should be a document referencing to the approved MWP and containing the necessary updated and supplemental information, as required.
- 5.4.2. The TA WP must provide site-specific updates to all applicable sections of the MWP, including detailed information including discipline specific technical work plans for applicable work processes, including:
 - 5.4.2.1. Proposed Team and CVs (maximum 2 pages) that demonstrate that Section 6 – Personnel Qualifications are met.
 - 5.4.2.2. Geophysical Survey Plan
 - 5.4.2.3. Applicable Site Plans:
 - a) Location and mapping plan
 - b) Explosive Siting Plan
 - c) UXO Disposal Plan; and
 - d) Cultural Protection Plan (see Section 9.1 – Cultural).
- 5.4.3. The cost proposal must include a bottom-up cost break down to establish the maximum

funding call up limit for the TA, based on the accepted rates for this TAC.

- 5.4.4. The Task Authorization schedule (Gantt format) and WBS identifying tasks and sub-tasks for each definable feature of work must be submitted and maintained in hard copy on site (see also Section 3.5 – Project Management).
- 5.4.5. DND will provide compiled comments on the draft TA proposal documents. The Contractor will be required to revise the documents within twenty four (24) hours of receipt of comments.
- 5.4.6. The Contractor will mobilize only after DND PM has accepted the TA WP and schedule and all pre-mobilization permits, licenses, certificates, and notifications (see Section 3.1 – General Requirements). This acceptance will be provided in writing by the DND PM.
- 5.4.7. The Contractor must update the project schedule as part of the Weekly Progress Report, with discrepancies from original schedule noted and explained.
- 5.4.8. No change to any component of the TA WP can be made without written authorization from the DND PM.

5.5. DAILY REPORTS

- 5.5.1. During the execution of Task Authorization activities, from the date of mobilization to date of demobilization, the Contractor must submit a Daily Report to the DND PM and place a PDF copy on the project FTP site by 1100 EST the following day.
- 5.5.2. As applicable, the Daily Report must include:
 - 5.5.2.1. A summary of the activities and events that occurred that day;
 - 5.5.2.2. A summary of problems encountered and actions taken;
 - 5.5.2.3. EO discovered, along with EO ID form(s);
 - 5.5.2.4. Brief description of EO disposal process, and confirmation of UXO;
 - 5.5.2.5. Digital photos from all possible sides of UXO with GPS coordinates and scale, including any visible permanent, semi-permanent or temporary markings;
 - 5.5.2.6. Digital photos of UXO with GPS coordinates and scale prior to removal from the dig (in accordance with Annex A), and if removed from the hole, then another picture once taken out of the hole;
 - 5.5.2.7. Digital photos of sandbagged disposal site, prior to demolition;
 - 5.5.2.8. Maps or schematics demonstrating the work areas, including areas cleared, surveyed, etc. (as applicable);
 - 5.5.2.9. Daily Quality Report; and,
 - 5.5.2.10. Site conditions observed should also be documented as applicable, including, but not limited to:
 - a) vegetation;

- b) topography;
- c) weather;
- d) site accessibility;
- e) soil conditions (frost, boulders/aggregates, etc);
- f) environmental or cultural conditions or issues; and,
- g) personnel who worked on site, hours, and visitors to the site.

- 5.5.3. If the Contractor does not submit the Daily Reports in accordance with requirements, Canada may suspend work until the reports are satisfactory. A delay in work resulting from failure to deliver the Daily Reports in required timeframes and accepted format will be at the Contractor's expense.
- 5.5.4. Photos must be noted with unique identifiers stated in text and attached as appendices to the Daily Report. Photos must also clearly identify components (front and side view).
- 5.5.5. The format and content of the Daily Report must be accepted by the DND PM in writing and must be established before mobilization.
- 5.5.6. Daily Reports will form part of each Task Authorization Report.

5.6. DIG SHEETS

- 5.6.1. During the execution of Task Authorization activities, the Dig Sheets will be completed by the Contractor's field staff and reviewed by the Contractor's PM. Updated Dig Sheets must be submitted to the DND PM electronically via email and project FTP site at a minimum each week during field work, or more frequently if requested in the call-up SOW.
- 5.6.2. The Dig Sheets must indicate coordinates, depth found, description of findings, confirmation the item was recovered, confirmation the item was verified, millivolts, quantity of items, item categorization/code, findings type, team, date. For each item, please also indicate if item found is from a firing point, impact area, ricochet, dropped, other.
- 5.6.3. Each Dig Sheet must be titled with the site/project name and TAC contract.
- 5.6.4. Each Dig Sheet must include a legend to describe acronyms and codes used.
- 5.6.5. Dig Sheets are to be provided In the Draft and Final Reports.

5.7. WEEKLY PROGRESS REPORTS

- 5.7.1. During the execution of Task Authorization activities, the Weekly Progress Report (WPR) will be completed by the Contractor's PM. The WPR must be submitted to the DND PM electronically via email and project FTP site each week during field work. The WPR must cover the work carried out in the previous week and discuss the work scheduled for the coming week.

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- 5.7.2. The weekly schedule updates must reflect planned versus actual progress and must be measured against the schedule baseline. Any indication that there may be a requirement to formally amend the contract completion date must be discussed in the report. Weekly schedule updates must be delivered in a tracking Gantt format with a progress line visible on the update date (current status date).
- 5.7.3. The WPR must include, but is not limited to:
- 5.7.3.1. Project Overview;
 - 5.7.3.2. Work completed to date since the last progress report including a summary of general communication between the DND PM, and the Contractor and detailing direction from the PWGSC Representative or the DND PM to the Contractor;
 - 5.7.3.3. Summary of planned upcoming work;
 - 5.7.3.4. Potential and Actual Schedule changes;
 - 5.7.3.5. Potential and Actual Budget change request;
 - 5.7.3.6. General project issues, Comments, Concerns;
 - 5.7.3.7. Health and Safety incidents, Issues, Concerns and Inspections;
 - 5.7.3.8. Quality Managements Issues;
 - 5.7.3.9. Environmental, Species at Risk or Cultural issues, comments, concerns; and,
 - 5.7.3.10. Other Issues.
- 5.7.4. The format and content of the Weekly Progress Report must be accepted by the DND PM in writing before mobilization.
- 5.7.5. The Weekly Progress Report may not be required for short duration Task Authorization, as determined by the DND PM.

5.8. MEETING MINUTES AND RECORDS OF DISCUSSION

- 5.8.1. For all meetings, with the exception of the pre-commencement meeting, including those outlined in Section 4 – Meetings, the Contractor must prepare and distribute minutes and Record of Discussion to the DND PM within 2 business days.

5.9. PHOTO OR VIDEO DOCUMENTATION

- 5.9.1. The Contractor must ensure that a sufficient number of photographs and video clips are taken to adequately document all project activities.
- 5.9.2. Photos must be taken in accordance with guidelines listed in Annex A.
- 5.9.3. A record of each day's activities of interest must be captured on digital photographs and provided in a folder with the title as follows: site name_item identifier (EO,MS etc) and date (date in year, month, day format). (i.e.: site name_EO#_20200923, site name_MS#_2020 09 25)

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- 5.9.4. Photographs must be incorporated in the Report.
 - 5.9.5. A commercially produced linear scale, or photo documentation ruler, must be used in photographs of munitions items.
 - 5.9.6. Photos must be time and date stamped and be catalogued with a unique identifier and GPS waypoints.
 - 5.9.7. If a photo or video is of a feature captured in the GIS database, the photo or video must be added to the Documents table and related to the corresponding feature (see Sections 9.2 GIS and Data Products).

5.10. GEOPHYSICAL REPORTS AND DATA PRODUCTS

- 5.10.1. Geophysical reporting and data products must be provided in accordance with Reference 2.3.2.18 include, but are not limited to:
 - 5.10.1.1. Daily geophysical report;
 - 5.10.1.2. Daily equipment functionality test data;
 - 5.10.1.3. Raw survey data;
 - 5.10.1.4. Processed survey data;
 - 5.10.1.5. Target or dig list; and,
 - 5.10.1.6. SPO report.

5.11. GEOGRAPHICAL INFORMATION SYSTEM (GIS) AND DATA PRODUCTS

- 5.11.1. Section 9.2 – GIS and Data Products, details the tables that must be completed, along with data format, quality and delivery standards for this project in accordance with References 2.3.2.18 and 2.3.2.15.
- 5.11.2. The GIS and data products are due on the same schedule as the draft and final Task Authorization Reports.

5.12. DRAFT AND FINAL TASK AUTHORIZATION REPORTS

- 5.12.1. Electronic copies are to be provided on CD, or memory drive and include copies of all AutoCAD drawings/figures in dwg format, analytical data tables in excel, GIS in at least ArcGIS version 10.1 geodatabase (gdb), photos in jpg format, Word files, and a complete PDF file of the entire report including all annexes.
- 5.12.2. Drawings are to be produced in metric terms using DND CADD standards, which will be supplied to the Contractor. The drawings are to be drawn to scale and created using AutoCAD software. All drawings must conform to DND departmental drawing standards and conventions. Digital copies of the drawings must be provided in AutoCAD and PDF format.

- 5.12.3. For each Task Authorization under this TAC, the Contractor must submit a draft version of the Task Authorization Report to the DND PM within fifteen (15) business days of demobilization from the worksite unless otherwise stated in the Task Authorization SOW. Draft reports must be prepared and submitted with the same content and quality standards as if they were final reports.
- 5.12.4. All methodologies implemented, assumptions made, QA/QC performed should be clearly explained and documented. Results must be interpreted and discussed.
- 5.12.5. The Task Authorization Final Report must be accepted in writing by the DND PM before that component of the contract is considered complete. The Draft and Final versions of the report must include, at minimum, the sections and information in Table 01.
- 5.12.6. If a draft report is submitted that is judged by the DND PM to not meet the requirements of this contract, the DND PM reserves the right to request a second draft report from the Contractor at no cost to the Crown.
- 5.12.7. The Final report must be signed by the Contractor.

Table 01: Minimum Reporting Deliverables for Draft and Final Reports

Item	Description
Title Page	Report name; contract and task numbers; date submitted and date accepted; authors and contributors; senior reviewer, titles; designations and signatures.
Revision Index	Table summarizing versioning of the document and status as draft or final.
Executive Summary	Synopsis of the key points with summary of project, process and results.
Table of Contents	Compiled lists of sections, tables, figures and appendices.
Glossary	List of Acronyms
Introduction	Include a brief statement of the project goals and objectives and identify TA contract number. Describe the site/property location.. Indicate what areas are included/excluded from the current study. Indicate if a subcontractor was utilized and for what portions of the work, who did they report to.
Site History and Description	Brief site description – operational history; physical characteristics, boundaries and environment. Emphasis on site conditions observed during the project including: site location, land use, surrounding properties, vegetation, topography, weather, soil conditions, etc. Where old firing templates are available, these should be discussed in the report, presented on figures, and discussed with findings.
Methodology	Discuss the general approach, and deviations from that approach; provide a discussion of main features and activities. Describe how operational activities and solutions were applied. Describe rationale, methods, equipment and personnel. Discuss assumptions made and all QA/QC performed should be clearly explained and documented, refer to annexes as appropriate.
Special considerations/requirements	Describe special considerations/requirements of the project: - Cultural/archeological - Pipelines

	- Stakeholder
Ammunition and Explosives Accidents and Incidents	A list of all accidents and incidents involving ammunition and explosives that occurred during the Task Authorization.
Presentation of results	Indicate exact dates when field activities took place, present field team. Summarize survey findings, clearance activities. Describe artifacts found. What was done with them? Describe any deviations from proposed approach, explain why. Indicate who approved the changes. Describe QA/QC results.
EO, MS and NMS disposal	Describe the number of EO items disposed of, procedures undertaken and UXO confirmed. Indicate where MS and NMS items were transported for storage and disposal. Provide chain of custody when using 3 rd party couriers.
Interpretation of results	All results must be interpreted and discussed. Were impact areas identified or were munitions found one-offs? What are their locations? Were firing positions identified? If so where? Define Site UXO Model (SUM). Interpret findings with respects to historical information/ firing templates. Interpret QA/QC results.
Conclusions	Assess the overall success of the project with particular reference to the project goals and objectives.
Recommendations	What are the recommendations for future work, if any and approximate future costs, describe assumptions.
Lessons Learned	Include an assessment of goals and objectives; identification of activities or areas which require additional work; comment on particularly effective or new activities or strategies; assessment of organizational roles in the project and the interaction among the organizations.
References	List of References used or cited in report.
Appendices	Maps or GIS products, video or photos, logs, Daily and weekly reports, record of QC activities, environmental forms and approvals, cultural forms and approvals, chains of custody forms, permits and licenses, etc.

- 5.12.8. The Contractor must inform the DND PM when the draft Task Authorization Report (PDF format), including Appendices such as maps, logs, etc., and digital deliverables (photos, GIS, etc.) are uploaded to the project FTP site. If video or other files are too large for practical use of the FTP site, these may be put on USB or external hard drive and couriered to the DND PM.
- 5.12.9. Once received, the DND PMT will review the draft Task Authorization Report and submit comments or questions or request changes of the Contractor within ten (10) business days. All DND comments must be addressed, either by incorporating a comment, answering a question, or providing an explanation of why a revision was not made.
- 5.12.10. On receipt of comments, questions and changes, the Contractor has ten (10) business days to integrate the comments questions and changes and submit the final Task Authorization Report to the DND PM.

- 5.12.11. Once the final Task Authorization report has been accepted by DND, the Contractor must submit three (3) paper copies (in colour) and upload PDF copy of the report to the project FTP site.

5.13. SUMMARY OF DELIVERABLES

- 5.13.1. Table 02 provides information on minimum requirements and timelines for the various deliverables unless otherwise stated in the TA SOW.
- 5.13.2. With the delivery of the final task authorization report, the Contractor must provide on a USB or external drive all files included on the FRP site including all daily and weekly reports, GIS, geophysical data, and all other deliverables and raw files to the DND PM.

Table 02 - Summary of Deliverables

Description	Format	Schedule
Draft Master Work Plan	PDF posted on FTP site	Pre-Commencement Meeting + 10 business days
Final Master Work Plan	PDF posted on FTP site	MWP review meeting + 5 business days
Pre-Mobilization permits, licenses, registrations, and notifications	PDF posted on FTP site	Prior to mobilization
Draft Task Authorization Work Plan – Time-critical TAs	PDF posted on FTP site	Within 24 hours of receipt of a Task Authorization
Final Task Authorization Work Plan – Time-critical TAs	PDF posted on FTP site	Within 24 hours of receipt of comments
Draft Task Authorization Work Plan – Not Time-critical TAs	PDF posted on FTP site	Within 10 business days of receipt of a Task Authorization
Final Task Authorization Work Plan – Not Time-critical TAs	PDF posted on FTP site	Within 10 business days of receipt of comments
Daily Report	1 hard copy (SR) PDF posted on FTP site	By 11 am EST next business day
Daily Quality Report	PDF posted on FTP site	By 11 am EST next business day
Daily Geophysical Reporting	PDF posted on FTP site	By 11 am EST next business day
Environmental and Cultural Records	PDF posted on FTP site	By 11 am EST next business day

Weekly Progress Reports and Schedule Updates	PDF to FTP site	Weekly
Meeting Minutes	PDF to FTP site	2 business days
Photo Documentation	Photos of interest in Report Appendix, all photos in digital deliverable	Demobilization + 15 business days
GIS & Database (incl. Raw and Processed Data)	Data (FTP or data USB or portable hard drive)	Demobilization + 15 business days
Draft Task Authorization Report (incl. all Appendices)	PDF and all associated data posted on FTP site	Demobilization + 15 business days
Final Task Authorization Report (incl. Raw and Processed Data) (3 copies)	Hard and soft copy (PDF + USB or portable hard drive)	Within 10 business days of receipt of comments

5.14. OWNERSHIP OF DELIVERABLES

- 5.14.1. All reports, data, maps, photos and correspondence generated on completion of the work must remain the property of the DND.
- 5.14.2. Any use of them by the Contractor, for any purpose unrelated to the fulfillment of the terms of this project, constitutes a violation of these terms and conditions. The Contractor must ensure that its employees do not divulge the information contained therein.
- 5.14.3. DND reserves the right to duplicate and release the Contractor's reports to third parties without the permission of the Contractor and allow derivative work.

6. PERSONNEL QUALIFICATIONS

6.1. GENERAL

- 6.1.1. The Contractor must provide and maintain a qualified workforce to carry out the work as outlined in this Specification and subsequent Task Authorizations, and is responsible to ensure that team members meet the minimum qualifications for their positions.
- 6.1.2. The Contractor must acquire and maintain all permits, licenses, registration and certifications to carry out the work, including Blaster Certification in provinces where it is required.
- 6.1.3. The Contractor must maintain and provide upon request, records of training and qualifications of personnel involved in the project. Resumes or CVs for all personnel employed on a specific project must be maintained on the work site and be made available to the DND PM Representative, on request.
- 6.1.4. The DND PM Representative reserves the right to review resumes and CVs, interview

personnel and request their credentials solely for the purpose of ascertaining their qualifications relative to their task(s).

- 6.1.5. Personnel found to be unqualified to accomplish their task(s) will be asked to leave the work site by the DND PM Representative and the Contractor must supply appropriately qualified replacement personnel.
- 6.1.6. While in the safety template exclusion zone, all non-UXO qualified personnel must be escorted at all times by a UXOT or higher. When continuous supervision is not possible, the non-UXO qualified personnel must be removed from the area.
- 6.1.7. Costs associated with lost production or revenue resulting during replacement of unqualified personnel will be assumed by the Contractor. The per diem rates paid for an unqualified person will be retroactively lowered to the rate that corresponds with their qualifications. The Contractor must provide a credit for any overpayment on the next invoice.

6.2. UXO PERSONNEL:

- 6.2.1. Each Contractor team member employed as UXOPL, UXOFS, UXOSO, UXO Quality Control Specialist (UXOQCS), UXO Technician Supervisor (UXOTS), UXO Technician (UXOT) must meet the minimum qualification requirements for their position in accordance with References 2.3.2.11, and 2.3.2.6.
- 6.2.2. All proposed personnel involved in the handling, packaging and the transportation of MEC and explosives and munitions scrap (MS) and other hazardous materials must meet all federal and provincial requirements and must complete activities under all applicable procedures, licenses and approved processes. A copy of all relevant certificates, resumes and curriculum vitas (CVs) must be kept on file at the project site(s).

6.3. GEOPHYSICAL

- 6.3.1. The Senior Geophysicist, project Geophysicist, and field Geophysicist must have the qualifications as specified Reference 2.3.2.11 (*DND. B-GL-381-003/TS-000 Range Clearance and UXO Activities Manual DND. Interim, 12 April, 2011. Annex A to Chapter 3: Personnel Qualifications for Contracted Range Clearance/UXO Activities*).

6.4. GIS ANALYST

- 6.4.1. The GIS Analyst must have a minimum of three (3) years of professional industry experience in creating GIS deliverables.
- 6.4.2. The GIS Analyst must hold a post-secondary degree or diploma in Geography, Geomatics, or GIS from a recognized accredited institution.

6.5. PROJECT MANAGER

- 6.5.1. The Contractor's PM must hold a valid Canadian Professional certification of P. Geo or P. Eng., and must have a minimum of 5 years' experience managing projects, of which at least 3 years' experience were managing UXO clearance projects.

6.6. BIOLOGIST

- 6.6.1. The Contractor's biologist must have at least 5 years' experience in performing ecological surveys for habitats and species and identifying important habitats or species and/or species at risk.

6.7. UXO QUALITY MANAGER

- 6.7.1. The Quality Manager must be a qualified ISO 9001 Internal Auditor. The Quality Manager must have 5 years verifiable experience in quality management within the UXO field.

6.8. ADDITIONAL TRAINING

- 6.8.1. Prior to beginning work, the Contractor must provide personnel with site specific training on equipment and procedures specific to their project position. Training must include all relevant SOPs and Work Plan components which will govern their work. Consultants must maintain training records for a minimum of 7 years.

6.9. PERSONNEL QUALIFICATION STATEMENTS

- 6.9.1. The Contractor must submit the signed Personnel Qualifications Statement and maintain a copy on site, certifying that all personnel involved in project work meet all qualifications requirements and will complete activities according to conditions of all applicable procedures, licenses and approved processes.

7. QUALITY MANAGEMENT SYSTEM

7.1. GENERAL

- 7.1.1. The Contractor must be minimum ISO 9001:2015 Certified for the corporation, region, or offices that provide the UXO services.

7.2. QUALITY CONTROL PLAN AND PROCESS FLOW DIAGRAMS

- 7.2.1. The Contractor must implement a detailed QCP that will ensure that the work completed is thorough and the results from the work will meet the requirements of the project and specifically the Data Quality Objectives (DQO).
- 7.2.2. In the QCP, the Contractor must clearly identify the Quality Control points as well as

critical elements of work and actions required in order to achieve the project requirements and the DQO. This will be outlined in the Quality Verification Plan - Critical Elements of Work Table (refer to Attachments 1 and 2 to this Section for the template and an example)

- 7.2.3. A Critical Element is a key task or requirement of such importance that failure to complete or follow procedure will result in a detrimental impact to the project's goals. The Contractor must review their entire work plan and clearly identify these key tasks, steps or personnel responsibilities. Critical elements must be communicated to all members of the project team.
- 7.2.4. The Contractor's PM must read and review all daily, weekly reports, EO ID sheets for accuracy and completeness within 24 hrs of submittal.
- 7.2.5. When multi-disciplinary teams are specified in the TA SOW based on site requirements, the TA WP will integrate critical elements of work and associated Quality Control points for all disciplines (not simply UXO) and the QCP will cover all aspects of the work in the TA in one comprehensive plan. The QCP cannot be split into separate sections for different disciplines (i.e., UXO, environmental, cultural), it must be integrated.
- 7.2.6. The QC process is also to be clearly outlined in a flow chart and show what actions and decisions will be followed to ensure that project goals and DQO are being met.
- 7.2.7. The QCP and flow chart(s) must be presented in a logical, step-by-step plan. It should show all the key decision points, persons (roles) responsible at each action step and identify any documentation that needs to be completed as a result of the description.
- 7.2.8. For each QC activity, the following must be described in the Plan:
- 7.2.8.1. Approach and methods;
 - 7.2.8.2. Standard Operating Procedures (SOPs);
 - 7.2.8.3. Precise detail on what is being measured with acceptance and rejection criteria;
 - 7.2.8.4. Corrective actions to be taken in the event of non-compliance or non-acceptance;
 - 7.2.8.5. The responsible person.
- 7.2.9. The Contractor must prepare a table that lists and identifies the critical elements of work and the associated quality control checks that will be conducted for each element including: the definition of the critical element in work plans or standards, checklist or other deliverables as required, the frequency of submittal (daily, weekly, monthly), what person of the Contractor's team is responsible for the item (subject matter expert), the pass or fail criteria, the consequences of failure and necessary corrective actions should a failure occur.
- 7.2.10. DND will review and approve the QCP prior conducting the field work.

7.3. QC SAMPLING AND REPORTING

- 7.3.1. In order to conduct QC, the Contractor must identify areas to be randomly sampled,

audited and or checked by QC personnel, using the same equipment and methods used by the primary work group.

- 7.3.2. The Contractor must describe how areas will be selected for QC operations. The Contractor must demonstrate a statistically based plan for selection of areas.
- 7.3.3. Quality Control records and documentation must record the following information where applicable:
 - 7.3.3.1. Grid, Lot and Area identification
 - 7.3.3.2. Any pertinent information to accurately identify location of the grid, lot and area (i.e. GPS coordinates);
 - 7.3.3.3. Audit criteria;
 - 7.3.3.4. Date and time;
 - 7.3.3.5. Personnel conducting the QC operation;
 - 7.3.3.6. All results and observations obtained from the work;
 - 7.3.3.7. Confirm equipment used to complete the work.
- 7.3.4. In terms of QC sampling, there are three levels of QC inspection that are to be applied; Reduced, Normal and Tightened.
 - 7.3.4.1. **Reduced:** conducted generally when confidence level is high, or when 3 consecutive inspections or audits are found acceptable at the Normal level.
 - 7.3.4.2. **Normal:** conducted when non-conformity occurs at the Reduced level or at the beginning of work in a new work area as the starting level. Also when 3 consecutively inspections or audits are found acceptable at the Tightened level.
 - 7.3.4.3. **Tightened:** conducted when anon-conformity occurs at the Normal level.
- 7.3.5. Submit within 48 hours, or upon DND PM or designee's request, all QC reports and related QC documentation.

7.4. CLASSIFICATION OF DEFECTS – GENERAL

- 7.4.1. Based on the non-conformance criteria stated below in this requirement, the Contractor must develop a summary of what constitutes a minor, major and critical failure. This summary is to be included in the Critical Elements of Work Table and communicated to the project team.
- 7.4.2. If, prior to acceptance of work performed by the Contractor, an inspection or audit reveals a defect or failure in the quality of the work carried out by the Contractor, that defect will be classified using the following defect classification system:
 - 7.4.2.1. **Minor Non-conformance.** A non-conformance that is not likely to materially reduce the usability of the supplies or services for their intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the supplies or services. The UXO QCS

must provide a written response to the Non-Conformance Report (NCR) within 5 business days. In the event that 3 minor non-conformances for an identical failure occurs, then the minor non-conformance is elevated to a major non-conformance.

- 7.4.2.2. **Major Non-conformance.** A non-conformance, other than critical, that is likely to result in failure of services, or to materially reduce the usability of the services for their intended purpose. The Contractor's Project Manager must provide a written response to the NCR within 2 business days. In the event that 3 major non-conformances for an identical failure occurs, then the major non-conformance is elevated to a critical non-conformance.
- 7.4.2.3. **Critical Non-conformance.** A non-conformance that is likely or will result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; or is likely to prevent performance of the vital agency mission. The Contractor's Project Manager must provide a written response to the NCR within 1 business day.

7.5. NON-COMPLIANCE TO QUALITY CONTROL PLAN

- 7.5.1. It must be understood that Quality Assurance and Quality Control does not only relate to the clearance work. All aspects of the Contractor's work will be reviewed and the DND PMT will report any deviation from work plans to the Contracting Authority and the Contractor.
- 7.5.2. If, in the opinion of the DND Representative, the Contractor is found not to be in compliance of their QCP, the Contractor risks non-acceptance of the work completed to date. Re-work of the area(s) must be completed at the Contractor's expense.

7.6. CORRECTIVE AND PREVENTATIVE ACTION

- 7.6.1. Deviations from the acceptable standard, whether identified by the DND Representative or by the UXOQCS, must be rectified at no additional cost to the Crown.
- 7.6.2. All defects, as classified in Section 7.14, 7.15 and 7.4.2 must be corrected at no additional cost to the Crown.
- 7.6.3. All corrective and preventative actions must follow the Root Cause Analysis methodology for determining the root cause and identifying the corrective and preventative actions. All corrective and preventive action reports are to remain open until approved by the Contracting Authority or DND PM or Designate, in consultation with the Contracting Authority and DND Quality Management.
- 7.6.4. All corrective and preventative action reported must be included in the Contractor's final project report.

7.7. QUALITY REPORTING

- 7.7.1. The Contractor's Quality Control Specialist (QCS) or UXOQCS is required to complete **a daily report of all inspections, investigations, corrective and preventative actions, and** deviations that occur for the work day. They are to record the results of all inspections that are listed in the Quality Control Plan for the specific activity or work that is being performed each day. If at any time the field team request the QCS or UXOQCS to investigate a quality concern, regardless of the outcome (acceptable or unacceptable) they are to record this in the daily report.
- 7.7.2. The daily QC report is to list the inspections performed, the results of those inspections, and any investigations that are requested by the DND PM.

7.8. TRAINING

- 7.8.1. Each member of the Contractor's team has an important role in ensuring the project's goals are met. The Contractor must ensure that each member of the team understands the requirements and objectives of the project and what constitutes success or failure, based on the Contractor's MWP and subsequent TA WP including the QCP.
- 7.8.2. The Contractor, prior to commencement of the work, must conduct a training session to all members of the Contractor's team. Ensuring that each member of the team has a thorough understanding of the project's objectives, the importance of quality control, what constitutes a failure, how to communicate issues of concern which affects the work and individual's roles and responsibilities.

7.9. LESSONS LEARNED

- 7.9.1. The Contractor must during the project, identify from Non-Conformance Reports, inspection reports, audits, or other opportunities any lessons learned. All lessons learned are to be captured, documented, communicated and applied.
- 7.9.2. All preventive action items from non-conformance reports are to be documented in lessons learned.
- 7.9.3. Lesson learned can also come from best practices identified that would be captured and applied to future projects.
- 7.9.4. During the project activity the Contractor is to apply all lessons learned that may impact the work being performed. Lessons learned may also be applied to future projects as necessary.
- 7.9.5. The Contractor is to submit all lessons learned in the weekly report and with the project final report in accordance with Section 5- Deliverables.

7.10. PROJECT AUDITS

- 7.10.1. A designated DND Representative(s) may, at any time, conduct audits of the Contractor's work.

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- 7.10.2. Any or all aspects of the Contractor's work may be reviewed. The DND PM or designate will inform the Contractor of any deviation from the contractual documents.
 - 7.10.3. If the Contractor's work is found not to be in compliance with the contractual documents, the Contractor risks non-acceptance of the work completed to date. Re-work of the area(s) must be completed at the Contractor's expense.
 - 7.10.4. Audits may consist of interviews, review of records and documentation, as well as on-site fieldwork quality assurance
 - 7.10.5. The Contractor will allow the DND Representative access to the work site and to all records and documentation of the work.
 - 7.10.6. The DND Representative reserves the right to perform independent quality audits of the project. These audits are intended to validate compliance and conformance to the MWP, TA WP and SOPs, processes, standards, and systems (ISO 9001 -if applicable).

7.11. RESPONSIBILITIES OF UXOQCS

- 7.11.1. In addition to the responsibilities previously outlined, the UXOQCS must have the responsibility to ensure that all work is being completed in accordance with the WP and QCP. The UXOQCS is expected to have thorough knowledge of the QCP, especially in regard to meeting the requirements and Objectives of the project. As a result, it is expected that the UXOQCS will initiate all measures required to ensure that results are in compliance with project requirements. Where results from the work are not in compliance with the project's objectives, the UXOQCS will initiate the corrective actions required to rectify the issues.
- 7.11.2. The UXOQCS must sign all quality reports and related documentation provided to the Contractor's Project Manager and the DND PM.

7.12. QUALITY CONTROL DISCREPANCIES

- 7.12.1. The Contractor must clearly identify quality control findings to the DND PM promptly and identify the course of action (as described in the QCP) undertaken.

7.13. INSTRUMENT AND EQUIPMENT (CALIBRATION AND FREQUENCY)

- 7.13.1. Critical to the success of the work is the proper functioning of all equipment. The Contractor must maintain the equipment in good working order. Included in the QCP, a description of the maintenance tasks must include, but are not limited to, the following:
 - 7.13.1.1. A calibration procedure for all equipment used and state if this is in compliance with the manufacturer's recommendations.
 - 7.13.1.2. Frequency of calibration for all equipment.

- 7.13.1.3. Procedures to be undertaken in the event of out-of-calibration (part of the QCP process flow) discovery, equipment malfunction or inability to calibrate.
- 7.13.1.4. Record calibration frequency and make the records available to the DND PM or designate.

7.14. CALIBRATION DEFECTS – GEOPHYSICAL SURVEY

- 7.14.1. In addition to the classification of defects, as per Section 7.4.2, geophysical survey Failure criteria is as follows:
 - 7.14.1.1. **Failure:** Survey. The identification, as the result of inspection or audit, of a single item (UXO or EO or Non Munitions Scrap) will result in a failure of the identified study area or grid in which it is found. (Single SAA up to .50 caliber do not apply). The identification of (UXO or EO or Non Munitions Scrap) items as the result of inspection of the same study area or grid will constitute a failure and the Contractor must re-work the identified study area or grid at no additional cost to the Crown. The identification of one (1) Failure under this contract will provide cause for Project Manager to re-examine the survey process and work completed which could form the basis for recommendations to the Contracting Authority for the termination of the contract.

7.15. CLASSIFICATION OF DEFECTS – CLEARANCE ACTIVITY

- 7.15.1. Based on the non-conformance criteria stated below in 7.15.2, the Contractor must develop a summary of what constitutes a minor, major and critical failure in accordance with Section 7.4.2. These DQOs are to be communicated to the project team.
- 7.15.2. If, prior to acceptance of a Clearance Grid identified by the Contractor as cleared, an inspection (by the Consultant or a 3rd party) reveals a non-conformance in the quality of the clearance work carried out by the Contractor, that defect will be classified using the following defect classification system:
 - 7.15.2.1. **Minor Non-conformance.** The identification, as the result of inspection, of more than, five percent (5%) in weight of non-natural materials based on the total weight of materials removed from the study area or any grid, will result in a Minor Defect. Small Arms Ammunition (SAA) in close proximity, numbering 25 or fewer, which would have been expected to be recovered, will result in a Minor defect;
 - 7.15.2.2. **Major Non-conformance.** Three (3) or more Minor Defects (15% in weight of total volume removed) within the study area or grid will result in a Major Defect. The identification, as the result of inspection, of one (1) expended MS in a study area or grid will constitute a Major Defect. SAA numbering greater than 26 in close proximity (1.5m diameter circle) in a single anomaly dig will result in a Major Defect. The identification of three (3) Major Defects under this contract will provide cause for the Project Manager to re-

examine the clearance process and work completed which could form the basis for recommendations to the Contracting Authority for the termination of the contract;

7.15.2.3. **Critical Non-conformance.** The identification of two (2) or more Major Defects on one single or two consecutively inspected study areas or grids constitutes a Critical Defect. The identification, as the result of inspection, of two expended MS in a single anomaly dig will constitute a critical defect. The identification of three critical defects under this contract will provide cause for the Project Manager to re-examine the clearance process and work completed which could form the basis for recommendations to the Contracting Authority for the termination of the contract; and,

7.15.2.4. **Failure.** The identification, as the result of inspection, of a single live ordnance item (UXO or EO) will result in a failure of the study area or grid in which it is found. (Single SAA up to .50 caliber do not apply). The identification of three or more expended MS items as the result of inspection of the same study area or grid will constitute a failure. The identification of one (1) Failure under this contract will provide cause for Project Manager to re-examine the clearance process and work completed which could form the basis for recommendations to the Contracting Authority for the termination of the contract.

7.15.3. The Contractor must demonstrate, prior to commencement of work, how data will be recorded to be able to measure to the above requirements.

7.16. QUALITY CONTROL AND SEED PROGRAM

- 7.16.1. The Contractor must implement a quality control seeding program. The seed program allows the Consultant to check the work being conducted by placing either on the surface or by burying inert UXO items within the work area. The Contractor will record coordinates of the seed items.
- 7.16.2. The DND PM or designate may at any time also implement a quality control seeding program. The DND PM or designate will record coordinates of the seed items. The Contractor will be informed that a seed program has been initiated.

7.17. UXO AND GEO SEED ITEM

- 7.17.1. A seed item will be marked or tagged identifying it as a seed item with a control number.
- 7.17.2. The seed item if buried will be within the depth of investigation or Clearance of the contract and within the contracted area.
- 7.17.3. The seed item, if placed on or near the surface, will be painted only on part of its surface area to allow a degree of obscurity. The item will still be identifiable as a seed item.
- 7.17.4. Surrogate materials may be used and will be marked in the same fashion as an inert item.
 - 7.17.4.1. During Sub-Surface Clearance activities, the seed item, if discovered, will be

removed and depth GPS location and control number must be recorded. This information, along with the item, must be presented to the Contractor's Project Manager, DND PM or Designate. This information must be passed to the Contractor's Quality Control personnel of QC processing.

- 7.17.5. Should the Contractor's team fail to discover or locate a seed item; the following actions will take place:
- 7.17.5.1. The Contractor's Field Supervisor (UXOFS) and Quality Control Specialist will be informed;
 - 7.17.5.2. The Field Supervisor, and Quality Control Specialist must accompany the Contractor's Project Manager, DND PM or Designate to the location of the seed item;
 - 7.17.5.3. Coordinates will be confirmed and a hand held instrument of the same type used by the Contractor will be used to locate the seed item;
 - 7.17.5.4. The item will be unearthed and the control number will be verified;
 - 7.17.5.5. If missed during a Geo Survey, all data collected the day the seed item was missed will be reviewed by the DND PM for validation;
 - 7.17.5.6. If missed during a Surface Clearance, the grid the item was left in will be reviewed. All equipment used will be verified in working condition;
 - 7.17.5.7. In all situations a root cause analysis will be implemented;
 - 7.17.5.8. Causal factor may require re-work of the grids;
 - 7.17.5.9. The incident may be considered as a minor or major non-conformance.
- 7.17.6. The DND PM or designate will inform the Contractor of the final decision regarding rework of the grid(s). Any re-work will be at the Contractors cost.

7.18.GEOPHYSICAL, ANOMALIES, FALSE POSITIVE, NO FINDS

- 7.18.1. The Contractor must report all dig findings regardless if there is an anomaly found in the location or not. In the event that the findings result in false positives, no finds, no contacts, hot rocks or geology, they must be investigated and verified by the UXOQCS and reported on the quality control daily report. In the event that more than a single false positive, no finds, no contacts, hot rocks or geology occur in a survey area, the UXOQCS must initiate a root cause analysis to determine if a corrective action is required per Section 7.2.

7.19. ENVIRONMENTAL COMPONENT – WHERE APPLICABLE

- 7.19.1. The TA WP will clearly identify who is responsible for field QC for environmental activities on the site and how those QC responsibilities will be integrated with UXOQCS so that there is no confusion between disciplines.
- 7.19.2. Analytical Requirements, Analytical Parameters, and Methods

7.19.2.1. Sampling must be undertaken only by qualified Environmental professionals.

7.19.2.2. The technique and level of detection used to analyze samples must be specified in the sampling plan. The selection of techniques employed at the laboratory is influenced by the types and concentrations of substances of concerns encountered or suspected to be present at the site. The method must be applicable for the scope of work and accredited for the analysis being undertaken, and all detection levels must be less than or equal to the applicable criteria.

7.19.3. Sampling Plan

7.19.3.1. The sampling plan must identify the number and type of quality assurance samples and measurements and must include both field and lab QA and QC. For direct measurements, QA and QC procedures may include calibrations of measuring devices and ambient or background measurements to ensure that all collected data and the decisions based on these data are technically sound, statistically valid, and properly documented. An appropriately certified or accredited laboratory must be used to conduct the analysis.

7.19.4. Limitations and Deviations

7.19.4.1. During implementation of a sampling plan, conditions may be discovered that require deviations from the plan. In such circumstances, the team member must record the nature of the conditions, including those posed by physical limitations (e.g., access denied, inaccessible areas, and safety considerations not previously noted). Where adjustments to the sampling plan are required, the PM must seek the DND PM's permission prior to conducting additional work. The deviation and the rationale for the deviation must be documented. Discussions with the DND PM and regulatory agencies could be necessary to decide how to respond to deviations.

7.19.5. Sample Shipment and Analysis

7.19.5.1. Proper QA and QC procedures must be followed throughout the handling, shipment, and analysis of samples. If samples of matrices are collected, the chain-of-custody procedures described in the sampling plan must be followed to ensure that the samples are analyzed for the appropriate parameters, that all samples sent to the laboratory are actually received by the laboratory, samples are kept cool during shipment, and that the samples are analyzed within the prescribed holding times. Chemical analyses must be performed only by certified or accredited laboratories that are accredited for each type of analysis being undertaken.

7.19.6. Ensure that all environmental samples are analyzed by laboratory meeting the following requirements:

7.19.6.1. Accredited by the Canadian Association for Laboratory Accreditation Inc. or the Standards Council of Canada and in accordance with the ISO Standard 17025, and the accreditation must be current and in good standing for the parameters being analyzed;

7.19.6.2. The laboratory must conduct internal QA as per their accreditation or internal standard procedures. The Contractor's Consultant must include the results on the laboratory's internal QA in the report and must comment on the

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EN438-201001/A
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reliability, accuracy and reproducibility of the data; and,
7.19.6.3. A standard turnaround time for laboratory analysis.

7.19.7. Validation of Information

7.19.7.1. Inaccurate background information can seriously limit the effectiveness of a site characterization. Where practical, the Contractor must corroborate and validate the information extracted from reports. Validation is the process whereby the Contractor determines that the information gathered is accurate, reliable, sufficient, and appropriate. If the Contractor determines that there are limitations in the information provided by the DND PMT, this should be communicated to the DND PM as soon as possible. The implications of any such limitations should be considered against the scope of work.

Attachment 1 to Part 7 – Quality Verification Plan - Critical Elements of Work Table

Control Plan Scope: UXO

Date of Release: 25/05/2015

Project Program:

Contractor :

Item #	Characteristic or Critical Work Element	Standard, Requirement or Attribute	Source Document	Sampling Frequency	Sample Size	Record of Measurement	Responsible Person	Pass or Fail Criteria	Failure Classification, Critical, Major, Minor	Consequence of Failure	Corrective Action
QC1	UXO Training - on the job training	Prior to any personnel starting work on the project, they are to complete on the job training session.	Section XX of the MWP	Prior to project field work and after each personnel change	Each on-site personnel	Documented in on site records	UXOPL	Training not provided to personnel and they are engaged on-site.	Major	Untrained personnel engaged on-site. Personnel restricted from working on-site - All work performed by personnel to be audited for compliance.	Contractor to provide training and issue non-conformance report.
				Audit - Once every 60 days		Documented in on site records	UXOQCS				
QC2	Health and Safety or Environmental Awareness Training	Prior to any personnel starting work on the project, they are to complete a defined training.	Section XX of the MWP	Prior to project field work and after each personnel change	Each on-site personnel	Documented in on site records	UXOSO & UXOQCS	Training not provided to personnel and they are engaged on-site.	Major	Untrained personnel engaged on-site. Personnel restricted from working on-site - All work performed by personnel to be audited for compliance.	Contractor to provide training and issue non-conformance report.
				Audit - Once every 60 days		Documented in on site records	UXOSO & UXOQCS				
QC3	Daily Reports	Daily report to be completed daily and submitted to the FTP site within 1 business day.	Section XX of the MWP	Daily	Once	Appears on FTP site	UXOPL and Contractor PM	Daily report not completed or uploaded to FTP site.	Minor	Minor non-conformance report issued	Complete and submit non-conformance report.
QC4	Field Log Books	Field log books to be completed daily. The UXOPL, UXOQCS, UXOTL to complete. Record daily activities, such as areas surveyed, cleared, personnel assignments, quality inspections, lessons learned, non-conformances	Section XX of the MWP	Weekly	Each daily entry	View each log book	UXOQCS	Log books not completed and record of activities not documented. Risk of project activity.	Minor	Minor non-conformance report issued	Complete and submit non-conformance report.
				Audit - Once every 60 days	10 daily entries at random	View each log book	Contractor PM				

Project Program:

Contractor :

Control Plan Scope: UXO

Date of Release: 25/05/2015

Item #	Characteristic or Critical Work Element	Standard, Requirement or Attribute	Source Document	Sampling Frequency	Sample Size	Record of Measurement	Responsible Person	Pass or Fail Criteria	Failure Classification, Critical, Major, Minor	Consequence of Failure	Corrective Action
QC5	Weekly Progress Report	A weekly summary of project activities as defined in daily reports - Submitted to the FTP site by end of day the following Monday.	Section XX of the MWP	Weekly	Once	Verify FTP site	Contractor PM	Weekly Progress report not completed or uploaded to FTP site	Minor	Minor non-conformance report issued.	Complete and submit non-conformance report.
QC6	Project Schedule/BS	Project to meet the approve schedule - with action plan for deviation to schedule.	Section XX of the MWP	Weekly	Once	Project Schedule	Contractor PM	Project is behind schedule with no recovery plan	Major	Major non-conformance report issued along with Root Cause Analysis - FM-QC-NCR.	Complete and submit non-conformance report and Root Cause Analysis Report.
QC7	Subcontractor Management	Contractor is responsible for subcontractor management, audit subcontractor reports to validate compliance to all requirements under section XX of the contractor Project Management Plan	Section XX of the MWP	Weekly	10% of all subcontractor s daily reports	Subcontractors daily reports	UXOQCS	Subcontractors are not being monitored by prime contractor and daily reports are not completed	Major	Major non-conformance report issued along with Root Cause Analysis.	Complete and submit non-conformance report and Root Cause Analysis Report.
				Audit - Once every 60 days	10% of all subcontractor s daily reports	View each log book	UXOPL				
Q8	Three Phase Control - preparatory phase inspection	Contractor to perform inspections for each DFW within this phase per section XX of the QCP. Completion of each phase is be validated as completed before moving to the next phase	Section XX of the MWP	Upon completion of checklist	Once	Form XX (Preparatory Phase Inspection Checklist)	DND PMT	Checklist not complete before proceeding the initial phase.	Critical	Stop work by the contractor until all items on checklist are validated complete. Issue critical non-conformance report - Form UXO-FM-10141 in accordance to QA and QC Requirements section 6.2	Contractor to complete and submit non-conformance report form. DND Quality Representative to validate corrective action before contractor can resume work
				Audit - Once every 60 days	All Checklists	Form XX (Preparatory Phase Inspection Checklist)	DND PMT	Items marked completed on checklist are not in fact complete			

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Item #	Characteristic or Critical Work Element	Standard, Requirement or Attribute	Source Document	Sampling Frequency	Sample Size	Record of Measurement	Responsible Person	Pass or Fail Criteria	Failure Classification, Major, Minor	Consequence of Failure	Corrective Action
QC9	Three Phase Control - Initial phase inspection	Contractor to perform inspections for each DFW within this phase per section XX of the QCP. Completion of each phase is be validated as completed before moving to the next phase	Section XX of the MWP	Upon completion of checklist	Once	Form XX (Initial Phase Inspection Checklist)	DND PMT	Checklist not complete before proceeding the initial phase. Items marked completed on checklist are not in fact complete	Critical	Stop work by the contractor until all items on checklist are validated complete. Issue critical non-conformance report.	Contractor to complete and submit non-conformance report form. DND Quality Representative to validate orrective action before contractor can resume work
				Audit - Once every 60 days	All Checklists	Form XX (Initial Phase Inspection Checklist)	DND PMT	Items marked completed on checklist are not in fact complete			
QC10	Three Phase Control - follow-up phase inspection	Contractor to perform inspections for each DFW within this phase per section XX of the QCP. Completion of each phase is be validated as completed before moving to the next phase	Section XX of the MWP	Upon completion of checklist	Once	Form XX (Follow-up Phase Inspection Checklist)	DND PMT	Checklist not complete before proceeding the initial phase. Items marked completed on checklist are not in fact complete	Critical	Stop work by the contractor until all items on checklist are validated complete. Issue Critical non-conformance report.	Contractor to complete and submit non-conformance report form. DND Quality Representative to validate orrective action before contractor can resume work
				Audit - Once every 60 days	All Checklists	Form XX (Follow-up Phase Inspection Checklist)	DND PMT	Items marked completed on checklist are not in fact complete			
QC11	Vegetation Removal - per grid approval - biologist	Where applicable for each grid, the vegetation removal must be in compliance to the Calibration Grid Layout plan and SARA Permit. Review Biologist report.	Section XX of the MWP	Upon completion of each effected grid (vegetation removal)	Once	Biologist report	DND PMT	Vegetation was removed or is being removed with authorization from the Biologist.	Critical	Stop work by the contractor until approvals granted or corrective action implemented by contractor. Issue critical non-conformance report.	Contractor to complete and submit non-conformance report form. DND Quality Representative to validate orrective action before contractor can resume work
QC12	Vegetation Removal	Where applicable for each grid, the vegetation removal must be in compliance to the Calibration Grid Layout plan and to the requirements for height and density.	Section XX of the MWP	Upon completion of each effected grid (vegetation removal)	Once	Daily Report	UXOPL	Vegetation was not cleared in accordance to the requirements	Major	Geophysical survey of the grid to place on hold until corrective action implemented. Issue Major non-conformance report.	Conduct secondary vegetation removal and issue non-conformance report and Root Cause Analysis Report.

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Q13	Biologist approval prior to geophysical work being undertaken in a grid	Verify that the biologist has approved the area for geophysical work prior to undertaking geophysical survey	Section XX of the MWP	Prior to survey of each grid	Once	Biologist Report	DND PMT	Survey work has begun without approval of Biologist	Critical	Stop work by the contractor until approvals granted or corrective action implemented by contractor. Issue Critical non-conformance report.	Contractor to complete and submit non-conformance report form. DND Quality Representative to validate corrective action before contractor can resume work
QC14	Geophysical Equipment Verification	Functional test are to be completed daily on all survey equipment.	Section XX of the MWP	Observe test as per QC state	Per test	Daily Report - QC	UXOQCS	Tests and or reports are not completed	Major	If test not completed, resurvey area back to last know test completed. If report not completed, correct discrepancy. Issue major non-conformance report.	Resurvey grids completed back to last known test. Complete non-conformance report a root cause analysis. PGEO to validate corrective action before work can resume.
QC15	QC Seed Item - Geophysical Survey	QC seed items will be placed with the intention of encountering at least one item by each DGM surveys.	Section XX of the MWP	Daily or per Ha	One (1) Seed item per Ha or grid	QC seed registry	Contractor Geophysicist	No seed item identified in data	Critical	Resurvey of the calibration grid by the DGM team. Issue major non-conformance report and root cause analysis - Form FM-QC-NCR.	Resurvey grids completed back to last known test. Complete non-conformance report a root cause analysis. PGEO to validate

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Item #	Characteristic or Critical Work Element	Standard, Requirement or Attribute	Source Document	Sampling Frequency	Sample Size	Record of Measurement	Responsible Person	Pass or Fail Criteria	Failure Classification, Major, Minor	Consequence of Failure	Corrective Action
QC1 6	QC Seed Item - Surface Clearance	QC seed items will be placed with the intention of encountering at least one item by each UXO team per day.	Section XX of the MWP	Daily	One (1) per intrusive team	Daily QC report	UXOQCS	No seed item returned from the identified grid	Major	Failure of the intrusive investigation team to retrieve the seed item as defined in the data. Issue major non-conformance report and root cause analysis.	Re-investigate the current grid. Contractor to complete non-conformance report and root cause analysis form. UXOPL to validate corrective action before contractor can resume work.
QC1 7	UXOQCS Daily Audit Verification	All checklists and requirements completed as per the MWP.	Section XX of the MWP	Daily	once	Daily QC report	UXOQCS	Quality checks not completed by the UXOQCS	Major	Major non-conformance report issued along with Root Cause Analysis.	Complete and submit non-conformance report and Root Cause Analysis Report.
QC1 8	Geophysical Re-survey of Calibration Grids	Upon completion of the intrusive work, complete a verification survey over areas exhibiting a high density of targets to verify the area is clear.	DGM Standard	As required	100% of high risk areas	Geophysical Daily Report	Contractor Geophysicist	Anomalies detected by survey equipment in the identified calibration grids after intrusive investigation.	Major	Designate area as not cleared. Major non-conformance report issued along with Root Cause Analysis.	Re-investigate all remaining geophysical targets. Complete and submit non-conformance report and Root Cause Analysis Report.

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Item #	Characteristic or Critical Work Element	Standard, Requirement or Attribute	Source Document	Sampling Frequency	Sample Size	Record of Measurement	Responsible Person	Pass or Fail Criteria	Failure Classification, Major, Minor	Consequence of Failure	Corrective Action
QC19	Verification of Intrusive Investigation	Upon completion of the intrusive work, conduct EM61 verification of sub-surface targets at a frequency as per the QC state.	DGM Standard	As per QC state	Per target	Daily report	UXOQCS	Anomalies detected by survey equipment in the identified calibration grids after intrusive investigation.	Major	Call into question all digs conducted that day by the same team. Major non-conformance report issued along with Root Cause Analysis.	Re-check all dig locations performed by that team that day. Complete and submit non-conformance report and Root Cause Analysis Report.
QC20	DQO	UXOQCS will verify the Data Quality Objectives and their respective processes used by intrusive investigation teams are in compliance with the work plans and SOP's.	Section XX of the MWP	Daily	Each respective objective report	Daily Report	UXOQCS	Failure to complete validation of each DQO	Major	Major non-conformance report issued along with Root Cause Analysis.	Complete and submit non-conformance report and Root Cause Analysis Report.
			Section XX of the MWP	Audit - Once every 60 days	Random sampling of daily reports	View each log book	UXOQCS				

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Item #	Characteristic or Critical Work Element	Standard, Requirement or Attribute	Source Document	Sampling Frequency	Sample Size	Record of Measurement	Responsible Person	Pass or Fail Criteria	Failure Classification, Major, Minor	Consequence of Failure	Corrective Action
QC2 1	Level I, II and III Screening Audit	The UXOQCS must audit 10% of all daily level I, II and III screened MEC items.	Section XX of the MWP	Daily	Once	Daily Report	UXOQCS	Failure to complete the 10% audit.	Major	Reject MEC level III screened MEC. Major non-conformance report issued along with Root Cause Analysis.	Perform 10% audit by UXOQCS before accepting Daily MEC items for storage. Complete and submit non-conformance report and Root Cause Analysis Report.
		Validate compliance of the Contractors work plans and quality control plan.	Section XX of the MWP	Daily	Once	Daily Report	UXOQCS	Failure to meet the requirement of the audit form as it relates to the various work plans and QCP Rev 6	See pass or fail criteria	A critical non-conformance stops the audit, major and minor non-conformance trigger a corrective action report	Contractor to complete and submit non-conformance report form. DND Quality Representative to validate corrective action before contractor can resume work
		Validate that the UXOQCS has inspected all grids and anomalies upon completion of intrusive work	Section XX of the MWP	Daily	Once	Daily Report	UXOQCS	Failure to inspect the grids after intrusive work	Major	Major non-conformance report issued against contractor.	Contractor UXOQCS to inspect the grid and close out until inspection complete.
		MS only in screened material.	Section XX of the MWP	Daily	Once	Daily Report	UXOQCS	NMS identified as MS in the level I, II or III material	Major	Reject MS level I, II, or III screened MEC. Major non-conformance report	Re-screen all MS. Complete and submit non-conformance

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Item #	Characteristic or Critical Work Element	Standard, Requirement or Attribute	Source Document	Sampling Frequency	Sample Size	Record of Measurement	Responsible Person	Pass or Fail Criteria	Failure Classification, Critical, Major, Minor	Consequence of Failure	Corrective Action
QC2 2	UXO Demolition Operations									issued along with Root Cause Analysis.	report and Root Cause Analysis Report.
		MS only in screened material.	Section XX of the MWP	Daily	Once	Daily Report	UXOQCS	Live ammunition found beyond level II or III screening	Critical	Reject all MS at the level found. Major non-conformance report issued along with Root Cause Analysis.	Re-screen all MS. Complete and submit non-conformance report and Root Cause Analysis Report.
		Safety Related failure - exclusions zone, sentries, notifications to authorities.	Section XX of the MWP	When Demolition operations are done	Once	Daily Report	UXOSO & UXOQCS	Failure of any of the safety features as defined in the RSO checklist	Major	Do not proceed with Demolition operations until actions items have been resolved. Major non-conformance report issued along with Root Cause Analysis.	Correct discrepancies. Complete and submit non-conformance report and Root Cause Analysis Report.
		Detonation of Safe to Move and Blow in Place items done as per Section 6 of MWP upon clearance that all safety aspects have been put in place.	Section XX of the MWP	When Demolition operations are done	Once	Daily Report	UXOSO & UXOQCS	Accidental detonation	Critical	No further demolition operations by contracted company until all non-conformances are corrected. Major non-conformance report issued along with Root Cause Analysis.	Correct discrepancies. Complete and submit non-conformance report and Root Cause Analysis Report.
		Explosives stored on site without proper storage and permits.	Section XX of the MWP	Daily	Once	Daily Report	UXOPL	In violation to NRCAN and Requirements	Critical	Do not proceed with Demolition operations until actions items have	Correct discrepancies. Complete and submit non-

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Contractor :

Item #	Characteristic or Critical Work Element	Standard, Requirement or Attribute	Source Document	Sampling Frequency	Sample Size	Record of Measurement	Responsible Person	Pass or Fail Criteria	Failure Classification, Major, Minor	Consequence of Failure	Corrective Action
QC2 3	Munitions Scrap Storage, Packaging and Transport	Container meets B-GL-381-003/TS-000 requirements.	Section XX of the MWP	Each container	Once	Daily Report	UXOSO & UXOQCS	Container size and material does not meet requirements.	Critical	been resolved. Major non-conformance report issued along with Root Cause Analysis.	conformance report and Root Cause Analysis Report.
		Chain of Custody signatures are on Shipping Documentation.	Section XX of the MWP	Each Shipment	Once	Daily Report	UXOPL	Chain of Custody is not signed prior to shipping containers.	Major	Rebuild containers; do not ship any non-standard containers. Major non-conformance report issued along with Root Cause Analysis - FM-QC-NCR.	Correct discrepancies. Complete and submit non-conformance report and Root Cause Analysis Report.
		Container labeled in accordance to B-GL-381-003/TS-000 requirements.	Section XX of the MWP	Each container	Once	Daily Report	UXOSO & UXOQCS	Incorrect label and positioning on container.	Major	Containers corrected with proper labeling. Major non-conformance report issued along with Root Cause Analysis.	Complete and submit non-conformance report and Root Cause Analysis Report.
QC2 4	Change Management	Validate that there has not been a - Change in Staff - new subcontractor performing work - change in scope or addition of new tasks.	Section XX of the MWP	Daily	Once	Daily Report	UXOQCS	All changes are to be presented to PM in advance and a plan presented for the change.	Major	Major non-conformance report issued along with Root Cause Analysis.	Complete and submit non-conformance report and Root Cause Analysis Report.
			Section XX of the MWP	Audit - Once every 60 days	Random sampling of daily reports and training records	Review records	UXOQCS				

Control Plan Scope: UXO

Date of Release: 25/05/2015

Contractor :

Project Program:

Item #	Characteristic or Critical Work Element	Standard, Requirement or Attribute	Source Document	Sampling Frequency	Sample Size	Record of Measurement	Responsible Person	Pass or Fail Criteria	Failure Classification, Major, Minor	Consequence of Failure	Corrective Action
Q25	Screening of test pit natural subsoil	Cultural personnel will excavate a 30-cm-diameter test pit and screen soil through a 6 mm mesh looking for archaeological artifacts	Section XX of the MWP	As required	each	Documented on Form 4-2 - on-site records	DND PMT	Fail to comply with requirement of 3.5.5 of work plan	Minor	Minor non-conformance report issued against contractor.	Contractor to complete and submit non-conformance report form. Contractor to rework the test pit to specifications.
Q26	Inspection of Cultural anomalies	10 percent inspection of anomaly excavations. The cultural sub-contractor must screen soil from 10% of all anomaly excavations looking for artifacts.	Section XX of the MWP	As required	Each	Documented on Form XX - on-site records	DND PMT	Fail to inspect 10% of all anomaly excavations and record on daily sheet	Major	Major non-conformance report issued against contractor.	Contractor to complete and submit non-conformance report form
QC27	Health and Safety - first-aid kits	Each independent team in the investigation area will carry a first-aid kit.	Section XX of the MWP	Daily	Each team	Daily Report	UXOSO	Failure to have a first-aid kit with the team in the investigation area.	Minor	Minor non-conformance report issued.	Complete and submit non-conformance report.
QC28	Emergency Equipment and Supplies	The Contractor is to have emergency equipment and supplies available on site as per section XX	Section XX of the MWP	Start of project	once	Daily Report	UXOSO	Emergency equipment and supplies not available at the time of mobilization.	Minor	Minor non-conformance report issued.	Complete and submit non-conformance report.

Project Program:

Contractor :

Control Plan Scope: UXO

Date of Release: 25/05/2015

Item #	Characteristic or Critical Work Element	Standard, Requirement or Attribute	Source Document	Sampling Frequency	Sample Size	Record of Measurement	Responsible Person	Pass or Fail Criteria	Failure Classification, Major, Minor	Consequence of Failure	Corrective Action
QC29	General Mitigation Measures - per Environmental Management Plan	Comply with the general mitigation measures of the Environmental Management Plan.	Section XX of the MWP	Each day of site activity	Daily	Daily Report	UXOSO	Failure to comply with the general mitigation measures as required.	Major	Major non-conformance report issued along with Root Cause Analysis.	Complete and submit non-conformance report.
QC30	General Safety Practices and Housekeeping per the Site Health and Safety Plan	Comply with the general safety practices and housekeeping requirements XX of the SHSP.	Section XX of the MWP	Each day of site activity	Daily	Daily Report	UXOSO	Failure to comply with the general mitigation measures as required.	Minor	Minor non-conformance report issued.	Complete and submit non-conformance report.

Attachment 2 to Part 7 – Quality Verification Plan - Critical Elements of Work Table Example

Contractor / Program Group:				Plan Scope:							
Standard, Requirement or Attribute	Source Document	Sampling Frequency	Sample Size	Record of Measurement	Subject Matter Expert	Pass or Fail Criteria	Failure Classification (Critical, Major, Minor)	Consequence of Failure	Corrective Action	Time Frame for Corrective Action	Consequence of Failure to Provide and Implement Corrective Action
Identify the inspection criteria are for the related to characteristic or critical work element. Detail what the standard or requirement states for the characteristic.	Identify the document, standard or reference material where the characteristic or critical work element can be located to support the requirement.	Identify how many times per hour, day, week, month that this item is inspected.	Identify the number of samples that would be taken to measure during each inspection.	Identify the document or location that the results of the inspection are recorded or documented.	Identify the person (function) in the organization who will be responsible for checking this item	Identify what the pass or fail criteria are for this characteristic . This will be found in work plan, standard or requirement. What constitutes a pass or failure?	Identify the classification of the failure. This will define the corrective action requirements.	Identify the actions that are to be taken as a result of the failure. (example: stop work, continue work with corrective action, and redo work. Also include corrective action documentation if required.)	Identify what actions will be taken for corrective action before continuing work. This is based on the failure classification.	Identify the time frame for inciting and completing a corrective action as based on the failure classification n. (ex: 24, 48 hrs or # of days)	Identify what actions to be taken as a result of not providing and implementing a corrective action. This could be stopping work until completed.
The UXOQCS must audit 10% of all daily level III screened MEC items	Contractor Calibration Grid Geophysical Survey and Intrusive UXO Investigation Work Plan Section 7.7 (Screening Level III)	Audit - Once every 60 days	Once	Documented on form 4-11 Daily QC report	UXOQCS	Failure to complete the 10% audit.	Major	Reject MEC level III screened MEC. Rescreen the MEC and issue Major non-conformance report	Perform 10% audit by UXOQCS before accepting Daily MEC items for storage. Contractor to complete and submit non-conformance report form 4-13		

8. HEALTH, SAFETY AND EMERGENCY RESPONSE

8.1. GENERAL

- 8.1.1. The Contractor is legally and professionally responsible and accountable for identification and compliance with all federal, provincial and municipal health and safety regulations applicable under this scope of work, including permitting and licenses, notifications and reporting.
- 8.1.2. The Contractor is required to have in place a Health, Safety and Emergency Response Plan. Compliance requirements for the content, detail and implementation of the program resides with the applicable provincial or territorial authority.
- 8.1.3. The Contractor is responsible for the safety of persons and property at the work site including federal employees and any member of the general public circulating on and adjacent to work site operations to extent that they may be affected by conduct of work.
- 8.1.4. The Contractor is responsible for making all local notifications to emergency services prior to commencing work on-site to advise of scope and nature of work and potential requirements for their services.
- 8.1.5. The Contractor must enforce compliance by workers and other persons granted access to the work site with safety requirements of Contract Documents, applicable federal, provincial, and local statutes, regulations, and ordinances, and with the Contractor's Health and Safety Program.
- 8.1.6. Conduct site-specific occupational health and safety meetings as required by applicable regulations.
- 8.1.7. In the event of an unforeseen or peculiar safety related hazard or conditions becomes evident during performance of work, the Contractor must immediately take measures to rectify the situation and prevent damage or harm and advise the DND PM verbally and in writing of the hazard or condition.
- 8.1.8. For the purpose of this contract the Health and Safety Program must include a site-specific Health, Safety and Emergency Response Plan that acknowledges, assesses and addresses the hazardous substances and hazardous conditions known and on-going hazard assessments performed during the progress of work identifying and documenting new or potential health risks and safety hazards not previously known and identified.
- 8.1.9. Provide one copy of the Health, Safety and Emergency Response Plan to the DND PM prior to commencement of work on the work site. The copy provided to the DND PM is for the purpose of review against the contract requirements related to the known hazardous substances and hazardous conditions.
- 8.1.10. The review is not to be construed to imply approval by the DND PM that the program is complete, accurate and legislatively compliant with applicable regulations and does not relieve the Contractor of their legal obligations under such legislation.
- 8.1.11. Submit to the DND PM copies of the following documents, including updates issued:
 - 8.1.11.1. Health, Safety and Emergency Response Plan as indicated in Paragraph 5.2.2.6 of this specification, as part of the MWP submission;
 - 8.1.11.2. Site-specific updates to the Health, Safety and Emergency Response Plan on a site-specific basis, submitted as part of each TA WP submission;
 - 8.1.11.3. Reports or directions issued by authorities having jurisdiction, immediately upon issuance from that authority;

8.1.11.4. Accident or Incident Reports, within 24 hours of occurrence, or per Provincial requirements, whichever is more stringent. For accidents or incidents involving ammunition or explosives, a report must be provided to the DND PM and DND CoE within eight (8) hours (after calls for first responders, provincial health and safety (using the fastest means possible i.e.: cell phone, email); and,

8.1.12. Provide and maintain Worker's Compensation Board coverage for all employees for the duration of the contract.

8.2. SITE CONTROL AND ACCESS

8.2.1. The Contractor must:

- 8.2.1.1. Control all work site access points and work site activities to protect against unauthorized access.
- 8.2.1.2. Delineate and isolate the work site from adjacent and surrounding areas by use of appropriate means to maintain control of all work site access points.
- 8.2.1.3. Ensure persons granted access to the work site are in possession of and wear the minimum PPE specified in the Contractor's Health, Safety and Emergency Response Plan. Ensure persons granted access to the work site are provided with, trained in the use of, and wear, appropriate PPE as specifically related to the work site activity that they are involved in. A minimum of two additional sets of PPE must be maintained at the site office for use by site visitors or DND PMT.
- 8.2.1.4. Make provisions for granting permission to access onto work site to all persons who require access. Procedures for granting permission to access are to be in accordance with the provincial regulations made pursuant to the Occupational Health and Safety Act and the Contractor's Health and Safety Program and Site Health, Safety and Emergency Response Plan, and conditions of CDG registration.
- 8.2.1.5. Erect signage at access points and at other strategic locations around the work site clearly identifying the work site area(s) as being "off-limits" to non-authorized persons.

8.3. INVESTIGATION OF NON-AMMUNITION/EXPLOSIVE ACCIDENTS/INCIDENTS

- 8.3.1. The Contractor must participate in the investigation and reporting of incidents and accidents as required by applicable regulations.
- 8.3.2. For the purpose of this contract the Contractor must immediately investigate and provide a report to the DND PM on incidents and accidents that involve:
 - 8.3.2.1. A resulting injury that may or may not require medical attention but involves lost time at work by the injured person(s);
 - 8.3.2.2. Exposure to toxic chemicals or substances;
 - 8.3.2.3. Property damage; and,
 - 8.3.2.4. Interruption to adjacent or integral infrastructure operations with potential loss implications.
- 8.3.3. In the investigation and reporting of incidents and accidents, the Contractor is required to respond in a timely fashion to correct the action that was deemed to have caused the incident or accident and provide in writing, the action taken to prevent a re-occurrence of the incident or accident.

8.4. INVESTIGATION OF AMMUNITION/EXPLOSIVE ACCIDENTS & INCIDENTS

- 8.4.1. See Section 9.15 Investigation of Ammunition and Explosive Accidents or Incidents.

8.5. ENVIRONMENTAL REQUIREMENTS

- 8.5.1. An Environmental Effects Determination (EED) and associated Screening Report, if applicable to the work, will be provided with each TA by DND.
- 8.5.2. The Contractor's Environmental Mitigation Plan (EMP), a section of the MWP, must adequately address all potential environmental concerns and procedures associated with generic execution of UXO services. The Contractor must provide a site-specific update to the EMP in the TA WP.
- 8.5.3. The Contractor must implement all mitigation measures identified in the EED documentation with due regard to preserving and protecting the environment. The Contractor must become familiar with and follow the required mitigation measures identified.
- 8.5.4. Should an environmental discovery, such as a pocket of impacted soils or groundwater, be made, the Contractor must inform the DND PM immediately, and the following actions must be taken:
- 8.5.4.1. If there is a hazard to workers, all work in the immediate area of the discovery is to stop;
 - 8.5.4.2. The Contractor is to move personnel to other areas of work or as directed by the DND PM or designate;
 - 8.5.4.3. The Contractor must record all actions taken by Contractor's personnel upon discovery of the environmental issue. A copy of this record must be provided to the DND PM or Designate.
- 8.5.5. All spills of hydrocarbon-based products such as gasoline, kerosene, naphtha, lubricating oils, engine oils, greases and de-icing fluids or anti-freeze must be reported to the DND PM regardless of the spill size.
- 8.5.6. Refueling of equipment must be performed at locations as directed by the DND PM or designate.
- 8.5.7. No refueling of equipment will occur within 30 meters of any watercourse or storm water catch basin unless protection against spills is in place and the location is approved by the DND PM.
- 8.5.8. The Contractor must have at the worksite a spill control kit consisting of the following types of equipment:
- 8.5.8.1. a spaded shovel, a stable broom and a broad nosed shovel;
 - 8.5.8.2. a container compatible to and of sufficient size to contain petroleum products being used in equipment;
 - 8.5.8.3. absorbents;
 - 8.5.8.4. rags; and,
 - 8.5.8.5. a metal container for soiled rags.
- 8.5.9. Contractor personnel must be trained in the use of the spill kit.
- 8.5.10. Cleanup of spills must be at no cost to the Crown and must be to the satisfaction of the DND PM or designate.

9. WORK INSTRUCTIONS AND REQUIREMENTS

9.1. CULTURAL REQUIREMENTS

- 9.1.1. Site specific cultural protocols will be provided, as applicable to the site, with each TA.
- 9.1.2. The Contractor must be responsible for ensuring the required archeological support is put in place for the TA and must be responsible for protecting cultural sites and artifacts in the work area(s).
- 9.1.3. The Contractor must implement all mitigation measures identified in the cultural protocol documentation with due regard to preserving and protecting known or potential cultural sites that are at the ground surface or in the subsurface. The Contractor must become familiar with and follow the required mitigation measures.
- 9.1.4. The Contractor's Cultural Protection Plan, a section of the TA WP, must integrate the cultural protocols into their work.
- 9.1.5. Damage to cultural sites must be reported to the DND PM or designate immediately.

9.2. GIS TECHNICAL REQUIREMENTS

- 9.2.1. The GIS requirements include the collection of geospatial information to record the locations and coverage of UXO-related activities (e.g., avoidance, survey, clearance), found UXO, observed UXO characteristics, and other project-related data per defined feature classes. This includes activities related to the disposal of UXO.
- 9.2.2. To facilitate data capture, DND will provide the Contractor with structured ESRI file geodatabases that follow the aforementioned standards once the Task is authorized. These geodatabases must be populated by the Contractor using an ArcEditor license and must be compatible with ArcGIS 10.3.1.
- 9.2.3. The Contractor must ensure that a sufficient number of JPEG photographs are provided to adequately describe the work activities carried out. The JPEG photographs must be in focus and be of sufficient quality to be reproduced on paper to clearly show the work activities. Photographs must be submitted with Daily Reports and incorporated in the final report. A MS Excel spreadsheet must be used to provide a table of photos and should include date, location (UTM coordinates), time, photo identifiers, and descriptions. It should be provided with the Final Task Authorization Report.
- 9.2.4. Spatial data (UTM coordinates) time and date stamp must follow a standardized naming convention for each photograph or video taken.
- 9.2.5. The Contractor will relate the records to the appropriate features as described in Reference 2.3.2.18, 2.3.2.17 and 2.3.2.15. The Documents table is intended to store documents such as reports, logs, photos, etc. which relate to either projects, individual features and records. All documents relevant to a project must be added to the Documents table and related to the associated features and records.
- 9.2.6. At a minimum the GIS data, in accordance with References 2.3.2.18, 2.3.2.19 and 2.3.2.17 will be created by the Contractor to record features encountered and activities conducted during the course of work. In addition, the TA SOW may identify other GIS data standards from Section 2.3 that apply to the individual TA.

9.3. UXO AVOIDANCE

- 9.3.1. The aim of a UXO avoidance task is to detect and avoid potential UXO so that another non-UXO related activity can proceed in a safe manner. UXO avoidance is usually employed to support activities that do not require the entire area to be cleared of UXO or MS or NMS and

have the flexibility to shift short distances (e.g., environmental or cultural sampling locations).

- 9.3.2. During UXO avoidance tasks, the surface is visually swept by qualified personnel (minimum UXOT) and detection equipment is used to detect potential UXO below the surface in advance of intrusive activities. At no time is UXO, MS, or NMS to be moved or intrusive activities to be taken.
- 9.3.3. UXO escort activities are conducted on sites where non-UXO qualified personnel must access a site that is, or may be, affected by UXO. An appropriately qualified UXO person must escort any non-UXO qualified personnel in such areas. Only personnel qualified as UXOT or above can perform escort duties. The number of escorts will be dependent on the scope of the task and safety considerations. Under normal conditions, one UXOT may escort up to five personnel where the work area allows the UXOT visual contact with the entire group escorted. Where more than one location is to be employed simultaneously or when the UXOT cannot maintain visual contact with all members of the escorted group, additional escort UXOTs must be provided.
- 9.3.4. The following are technical requirements for UXO avoidance:
 - 9.3.4.1. The Contractor must have in place a SOP for personnel conducting UXO avoidance and escort operations, as per Section 5- Deliverables.
 - 9.3.4.2. A detailed description of UXO avoidance and escort procedures must be included in the Technical Management Portion of the MWP, subsequent TA work plans and, in accordance with Section 5- Deliverables.
 - 9.3.4.3. Site-specific updates to the MWP must be completed on an individual TA basis within the TA WP, including specific UXO avoidance and escort areas.
 - 9.3.4.4. UXO avoidance and escort activities will be conducted in general accordance with the procedures and personnel requirements described in Reference 2.3.2.11.
 - 9.3.4.5. Data recording of UXO avoidance and escort activities must meet the requirements of Section 9.2 GIS and Data Products.
- 9.3.5. Equipment, composition of UXO avoidance or escort team, and team member qualifications must be consistent with requirements of other sections of this Specification, including Section 6- Personnel Qualifications.
- 9.3.6. UXO avoidance or escort personnel must be equipped with detection equipment suitable for the site conditions and the planned intrusive depth of the non-UXO related activities.

9.4. UXO SIGN INSTALLATION

- 9.4.1. UXO signage must be installed at required locations to alert property users of a potential UXO risk at a site.
- 9.4.2. The Contractor must have in place a SOP for personnel conducting UXO signage installation activities, as per Section 5- Deliverables.
- 9.4.3. A detailed description of UXO signage installation procedures must be included in the Technical Management Portion of the MWP, subsequent TA WPs and, in accordance with Section 5- Deliverables.
- 9.4.4. Site-specific updates to the MWP must be completed on an individual TA basis within the TA WP, including the specific locations of signage to be installed.
- 9.4.5. The Contractor will be required to determine the most feasible and cost effective method of

erecting the signs throughout the site that will ensure long term placement (i.e., duration of at least two years). Signage, supplies and installation will be provided by the Contractor. Signage installation must include the use of bolts and washers of sufficient size to prevent sign detachment due to windy conditions or tampering.

- 9.4.6. Data recording of UXO signage installation activities, including GPS coordinates and photos of the signage locations, must meet the requirements of Section 9.2 GIS and Data Products.
- 9.4.7. The installation of signs will generally require the provision of UXO avoidance services (see Section 9.3 UXO Avoidance and Escort).

9.5. FENCE INSTALLATION

- 9.5.1. Fences must be installed at required locations as a UXO risk management measure to discourage public entrance to a given area.
- 9.5.2. The Contractor must have in place a SOP for personnel conducting fence installation activities, as per Section 5- Deliverables.
- 9.5.3. A detailed description of fence installation procedures must be included in the Technical Management Portion of the MWP, subsequent TA WPs and, in accordance with Section 5- Deliverables.
- 9.5.4. Data recording of fence installation activities, including GPS coordinates and photos of the fence location, must meet the requirements of Section 9.2 GIS and Data Products.
- 9.5.5. Site-specific updates to the MWP must be completed on an individual TA basis within the TA WP, including the specific location of fencing to be installed.
- 9.5.6. The Contractor will be required to determine the most feasible and cost effective method of erecting the fence at required locations that will ensure long term placement (i.e., duration of at least five years). Fence supplies and installation must be provided by the Contractor. Fence installation must include the use of bolts and washers of sufficient size to prevent sign detachment due to windy conditions or tampering.
- 9.5.7. The installation of a fence will generally require the provision of UXO avoidance services (see Section 9.3 UXO avoidance and escort).

9.6. VEGETATION REMOVAL

- 9.6.1. Vegetation removal may be required to facilitate geophysical survey or clearance activities.
- 9.6.2. Depending on site conditions, surface clearance operations may be conducted in advance of vegetation removal activities.
- 9.6.3. Vegetation removal restrictions may apply to individual Task Authorizations, and vegetation removal requirements may require task specific approaches when working in or near sensitive biological or cultural sites. This will be determined in individual TAs as per requirements specified in the EED.
- 9.6.4. Vegetation removed during the execution of this contract may require off-site disposal by the Contractor in accordance with applicable provincial solid waste disposal guidelines.
- 9.6.5. The Contractor must have in place a SOP for personnel conducting Vegetation Removal Operations, as per Section 05- Deliverables.

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- 9.6.6. As a minimum, vegetation removal personnel must:
- 9.6.6.1. Be briefed on a daily basis to the extent of their duties;
 - 9.6.6.2. Fully understand the nature of the ordnance hazards in the work area;
 - 9.6.6.3. Know the limitations and boundaries of the work area;
 - 9.6.6.4. Be aware of the safety area required for vegetation cutting and ensure people cannot inadvertently come into that danger area.
 - 9.6.6.5. Know the limitations and requirements of the vegetation being removed;
 - 9.6.6.6. Know the maximum height above ground stumps are to extend;
 - 9.6.6.7. Be proficient in the operation of the equipment to be used;
 - 9.6.6.8. Know the actions to be taken in the event of an emergency;
 - 9.6.6.9. Be equipped with, or have ready access to, proper communications;
 - 9.6.6.10. Be provided and have in use proper PPE for the operation being conducted; and,
 - 9.6.6.11. Know the actions to take should UXO or un-forecasted hazards be encountered.
- 9.6.7. If munition item is encountered while conducting Vegetation Removal Operations, the individual must:
- 9.6.7.1. Advise the UXO personnel and any personnel working nearby, of the potential for UXO hazards;
 - 9.6.7.2. The UXO FS will place a marker in the vicinity of the item, without disturbing item;
 - 9.6.7.3. Establish work safe procedures specified in Contractor SOPs;
 - 9.6.7.4. The UXO contractor will assess and dispose of the item;
 - 9.6.7.5. Record all data which can safely be captured for inclusion in the project database; and
 - 9.6.7.6. Inform the DND PM at the earliest opportunity, in writing.
- 9.6.8. Only personnel trained and qualified to operate the equipment required to perform vegetation removal will do so.
- 9.6.9. All due regard to personnel safety is to be enforced.
- 9.6.10. Data recording of Vegetation Removal activities, including GPS coordinates and photos, must meet the requirements of Section 9.2, GIS and Data Products.

9.7. GRID AND/ OR POLYGON STAKEOUT

- 9.7.1. Stakeout operations provide a visual reference defining the limits of work areas and grids. Stakes are typically used to define special hazard areas or provide direction to personnel.
- 9.7.2. The Contractor must have in place a SOP for personnel conducting stakeout operations, as per Section 5- Deliverables.
- 9.7.3. A detailed description of stakeout procedures must be included in the TMP as part of the

MWP, in accordance with Section 5- Deliverables.

- 9.7.4. Site-specific updates to the TMP must be completed within the TA WP, including specific stake locations.
- 9.7.5. Each stake must be marked with materials or paint that makes it easily visible to personnel (e.g., high visibility surveyors tape).
- 9.7.6. Each stake must be marked indicating its location and purpose. Any offset must be annotated on the stake indicating distance and direction. Markings must be made in permanent marker.
- 9.7.7. The stake placement must be located using GPS or as specified in the approved MWP or TA WP.
- 9.7.8. Each stake must be of sufficient height and thickness to be seen above or through local vegetation conditions.
- 9.7.9. The stake must be placed in the ground to a depth that will support the stake in high winds.
- 9.7.10. Depending on site conditions, UXO avoidance may be required in advance of stakeout activities (see Section 9.3 UXO Avoidance and Escort). Once the location has been cleared the stake is hammered into the ground to a depth not exceeding the detection capability of the equipment.

9.8. DIGITAL GEOPHYSICAL MAPPING (DGM)

- 9.8.1. All geophysical work must be conducted in accordance with Reference to 2.3.2.18.
- 9.8.2. All geophysical data or results submitted to the DND Representative must meet the requirements described in Reference 2.3.2.17 and 2.3.2.15.
- 9.8.3. Personnel conducting, recording or reporting geophysical work must be qualified in accordance with Section 6 - Personnel Qualifications.
- 9.8.4. The following are technical requirements for DGM:
 - 9.8.4.1. The Contractor must include an overview of the DGM work as part of the MWP, in accordance with Section 5- Deliverables. The overview must describe technical requirements and include SOPs for all activities related to geophysical operations that rely on geophysical data.
 - 9.8.4.2. For each call up the Contractor must develop a site specific Geophysical Survey Plan (GSP), as part of the CU WP, in accordance with Section 5- Deliverables. The GSP must provide a clear, well-justified and detailed description of geophysical survey procedures. The GSP must include descriptions of specific survey areas and the geophysical system to be employed, (i.e., the sensor technology, positioning and navigation tools, deployment platforms, data processing and interpretation techniques).
 - 9.8.4.3. A Geophysical SPO and a SPO Letter Report is required as per Reference 2.3.2.18 and in accordance with Section 5- Deliverables to establish the capabilities and parameters of the geophysical system prior to entering into production.
 - 9.8.4.4. The Contractor must provide the digital geophysical mapping data products as detailed in Reference 2.3.2.18. All deliverables must be submitted in accordance with Section 5- Deliverables.
 - 9.8.4.5. All digital EM equipment used in DGM survey work must produce a minimum of three (3) time gate channels to allow decay curve analysis or

visualization. The time gate measuring times presented should be designed to minimize the influence of ground conductivity changes.

- 9.8.4.6. It is desirable that DGM survey work be performed with the following geophysical survey equipment, where feasible:

Electromagnetic Induction (EM) array system (designed for munitions response work) that is vehicle-towed and collects a data swath of 3 m or more using a minimum of three identical EM sensors or receivers. The performance of the array system (i.e. detection depth of common munitions, signal to noise ratio, susceptibility to noise sources) must be equal to or better than the performance of the Geonics EM61-MK HP (High Power) system.

9.9. DETECTOR AIDED INVESTIGATION

- 9.9.1. Detector-aided investigations (also commonly referred to as “mag and flag”) are systematic real- time searches using hand-held detectors for the purposes of locating surface or subsurface UXO. Typically, the goal of such operations is to reduce the immediate risk of unintentional interaction with UXO by the general public or to support additional project requirements.
- 9.9.2. Personnel conducting, recording or reporting the findings of detector-aided investigations must be qualified in accordance with Section 6 - Personnel Qualifications.
- 9.9.3. The following are technical requirements for detector aided investigation:
- 9.9.3.1. The Contractor must have in place a SOP for personnel conducting detector-aided investigations.
 - 9.9.3.2. A detailed description of detector-aided investigation procedures must be included in the TMP as part of the MWP, in accordance with Section 5-Deliverables.
 - 9.9.3.3. Site-specific updates to the TMP must be completed within the TA WP, including specific investigation areas.
 - 9.9.3.4. Detector-aided investigation activities will be conducted in general accordance with the procedures and personnel requirements described in Reference 2.3.2.11.
 - 9.9.3.5. An investigation area must be established prior to project commencement. All anomalies that are detected within the investigation area must be investigated.
 - 9.9.3.6. Reacquisition of anomalies should be completed using the same equipment as in the survey if practical.
 - 9.9.3.7. Data recording of detector-aided investigation activities must meet the requirements of Section 9.2 Geographical Information Systems.
 - 9.9.3.8. Detector-aided investigations may require vegetation removal before the operations can take place. Should this be the required, vegetation removal must be conducted in accordance with Section 9.5 Vegetation Removal requirements.

9.10. UXO SURFACE CLEARANCE

- 9.10.1. Personnel conducting, recording or reporting the findings of UXO surface clearance activities must be qualified in accordance with Section 6 - Personnel Qualifications.

9.10.2. The following are technical requirements for UXO surface clearance:

- 9.10.2.1. Surface clearance operations are conducted to locate and remove or destroy UXO located at the ground surface, to remove MS or NMS and to remove hard targets.
- 9.10.2.2. A detector-aided, visual surface clearance describes an operation in which the ground cover to the soil surface is searched using detectors to aid in visual detection of metallic materials. This includes searching through grasses, leaves, mulch, dead falls, etc., down to the soil surface and the removal of all UXO and metal objects exposed at the soil surface level.
- 9.10.2.3. The Contractor must have in place a SOP for personnel conducting surface clearance operations.
- 9.10.2.4. A detailed description of surface clearance procedures must be included in the TMP as part of the MWP, in accordance with Section 5- Deliverables.
- 9.10.2.5. Site-specific updates to the TMP must be completed within the Task Authorization Work, including specific clearance areas.
- 9.10.2.6. Surface clearance activities will be conducted in accordance with the procedures and personnel requirements described in Reference 2.3.2.11.
- 9.10.2.7. The minimum UXO qualification for the members of the sweeping team, during surface clearances, is that of UXOT. A UXOT is qualified to make the determination whether an item is UXO, MS or NMS. If in doubt he or she must seek the advice of a more experienced tech or UXOTS or UXOFS. A UXOT is not qualified to positively identify UXO items as STM. That recognition must be done by a UXOTS or higher.
- 9.10.2.8. SAA must be picked up during the clearance and placed in a separate and dedicated container segregated from MS and NMS.
- 9.10.2.9. Data recording of surface clearance activities must meet the requirements of Section 9.2 GIS and Data Product

9.11. UXO SUB-SURFACE CLEARANCE

- 9.11.1. Personnel conducting, recording or reporting the findings of UXO sub-surface clearance activities must be qualified in accordance with Section 6 - Personnel Qualifications.
- 9.11.2. The aim of the sub-surface clearance is to remove the explosive hazard. Depending on the project requirements for the site, it may also be beneficial to remove buried MS, NMS and hard target material. In order to enhance detector performance for a sub-surface clearance, it may be beneficial to perform a surface clearance in areas where the soil has high levels of metal.
- 9.11.3. For a sub-surface clearance, the depth and extents of the clearance area are dependent on a combination of various factors as determined through the risk rating process for the particular site. The Depth of Clearance and clearance extents will be specified in each Task Authorization.
- 9.11.4. The Contractor must have in place a SOP for personnel conducting sub-surface clearance operations.
- 9.11.5. A detailed description of sub-surface clearance procedures must be included in the TMP as part of the MWP, in accordance with Section 5- Deliverables.

- 9.11.6. The TMP will be updated in the TA WP to include specific clearance areas, depth of Clearance and will reference the appropriate SOPs from the MWP.
- 9.11.7. Sub-surface clearance activities will be conducted in accordance with the procedures and personnel requirements described in Reference 2.3.2.11.
- 9.11.8. Data recording of sub-surface clearance activities must meet the requirements of Section 9.2 GIS and Data Products.
- 9.11.9. Sub-surface clearance activities may require vegetation removal before the operations can take place. Should this be the required, vegetation removal must be conducted in accordance with Section 9.5 Vegetation Removal Requirements.
- 9.11.10. Ensure appropriate safety distances commensurate with the assessed explosive risk for blast and fragmentation are adhered to prior to commencing any excavation or handling or movement UXO or potential UXO.
- 9.11.11. SAA must be picked up during the clearance and placed in a separate and dedicated container segregated from MS and NMS.

9.12. UXO OR EXPLOSIVE STORAGE

- 9.12.1. The Contractor must acquire all licenses required for the proper storage of donor explosives and STM UXO.
- 9.12.2. The Contractor must obtain the appropriate magazine license(s) for the type, quantity of explosives and UXO being stored from DND.
- 9.12.3. Explosive storage planning:
 - 9.12.3.1. Detailed description of explosives storage procedures must be included in the TMP as part of the Master Work Plan, in accordance with Section 5-Deliverables.
 - 9.12.3.2. Site-specific updates to the TMP must be completed within the TA WP. The Contractor must submit details on how it plans to store UXO (as required) and donor explosives as a sub-section to the UXO Destruction and Explosives Siting Plan as part of the Contractor's TA WP. This must include, at a minimum:
 - a) Timelines and steps to obtain required storage licenses;
 - b) Explosive storage and inventory process;
- 9.12.4. All UXO and donor explosives storage locations must be indicated on the site plan, including all Quantity-Distance and Exposed Sites (ES), both internal and external.
- 9.12.5. The Contractor must provide the appropriate security while UXO or explosives are stored at the storage site, in accordance with Reference 2.3.2.9.

9.13. UXO DESTRUCTION

- 9.13.1. For the purposes of this contract, destruction is the deliberate act of destroying UXO using authorized methods per Reference 2.3.2.11 and secondary references contained therein.
- 9.13.2. The minimum level of qualifications for the person in charge and responsible for personnel and destruction operations is the Contractor's UXOFS.
- 9.13.3. Every person employed in the destruction of ammunition or explosives must be qualified for his or her given tasks, must have participated in the mandatory annual refresher training and

must be acquainted and comply with the regulations and procedures cited in this specification.

- 9.13.4. Safety must be the primary consideration during the destruction of ammunition and explosives.
- 9.13.5. When dealing with explosive material, only the absolute minimum number of personnel will be in the Danger and Exclusion Zone. All other personnel and equipment not directly required for the disposal must remain outside the Danger Zone. The UXOSO must monitor and enforce personnel limits and safety exclusion zones for explosives related operations.
- 9.13.6. The Contractor is responsible for NOTAMs and NOTMAR for demolition operations.
- 9.13.7. UXO selection and control of the destruction site:
 - 9.13.7.1. The Contractor must give due consideration to secondary hazards not limited to only the surface but to include subsurface and aerial hazards (e.g., subsurface gas or oil pipelines and overhead electrical cables) in selection of the destruction site.
 - 9.13.7.2. Destruction operations must occur in an area that has controlled access and is signed and monitored by the Contractor in accordance with the requirements in Reference 2.3.2.7.
- 9.13.8. Destruction and methods of planning:
 - 9.13.8.1. All demolition activities must be conducted as part of a planned operation
 - 9.13.8.2. The Contractor must have in place a SOP for all destruction operations in compliance with requirements of Reference 2.3.2.7 and 2.3.2.11, Part 1, Paragraph 32, which must be submitted as part of the Contractor's MWP, in accordance with Section 5- Deliverables. Only those procedures in the DND accepted MWP will be used.
 - 9.13.8.3. The destruction SOPs must describe the step-by-step procedures for destruction by detonation operations, personnel, equipment, and precautions to be taken during destruction operations.
 - 9.13.8.4. Site-specific updates to the UXO Destruction and Explosive Siting Plan must be completed within the TA Work Plan. The UXO Destruction and Siting Plan component of the relevant TA Work Plan must include a detailed site plan (site sketch). At a minimum, the demolition site plan must include:
 - 9.13.8.5. The Control Point (CP);
 - 9.13.8.6. The Destruction Point (DP);
 - 9.13.8.7. All safety templates;
 - 9.13.8.8. The Material Awaiting Disposal storage area (equivalent to Stores Awaiting Destruction Point in Reference 2.3.2.11);
 - 9.13.8.9. Location of the storage magazine;
 - 9.13.8.10. The location of sentries and signage;
 - 9.13.8.11. Location of donor charge magazines (as applicable);
 - 9.13.8.12. All other Exposed Sites, both internal and external;
- 9.13.9. As a minimum, prior to destruction operations, Contractor personnel must:
 - 9.13.9.1. Be briefed prior to the operation to the extent of their duties;

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- 9.13.9.2. Fully understand the purpose for explosive action on potential materials;
 - 9.13.9.3. Fully understand the nature of the ordnance hazards;
 - 9.13.9.4. Know the limitations and boundaries of the demolition area and safety templates;
 - 9.13.9.5. Know the expected results of the detonation;
 - 9.13.9.6. Be proficient in the operation of the equipment to be used;
 - 9.13.9.7. Know the proper technique for donor explosive placement;
 - 9.13.9.8. Know the actions to be taken in the event of a misfire;
 - 9.13.9.9. Know the actions to be taken in the event of an emergency;
 - 9.13.9.10. Be equipped with proper communications and be in contact with the demolition officer; and,
 - 9.13.9.11. Know the actions to be taken should hazards be encountered during preparations or after the demolition shot.
- 9.13.10. Safe distance and exclusion zones:
- 9.13.10.1. When conducting Demolition operations, the safe distance to apply from the disposal point must be in accordance with Reference 2.3.2.7.
 - 9.13.10.2. When applying the MSD table, the nature of the munitions to be considered must always be in relation to the anticipated single item containing the largest NEQ. Distances between projectiles must be respected if destroying more than 1 item at a time: a 4m distance is required between each item, or the MSD must be multiplied by a safety factor of 1.5.
 - 9.13.10.3. If the site configuration or conditions prevent safe disposal in accordance with requirements, then the DND PM must be contacted for the development of an alternate disposal plan.
- 9.13.11. Actions on post-detonation:
- 9.13.11.1. As per Reference 2.3.2.7, upon completion of a detonation and after a minimum of a 2 minute waiting period, the UXOFS must proceed alone to the disposal area. The UXOFS must then confirm that all items were destroyed in the detonation.
 - 9.13.11.2. Once the UXOFS has completed a 100% inspection of the disposal area, he or she must then warn the remaining personnel indicating all clear or partial detonation via communications. Once a verbal all clear has been given other operations may resume within the safety template.
- 9.13.12. Actions on misfire:
- 9.13.12.1. A misfire will be assumed to have occurred if there is no audible or visual indication of detonation.
 - 9.13.12.2. Electrical and non-electrical misfires are to be handled in accordance with References 2.3.2.16 and 2.3.2.7.
- 9.13.13. Actions on partial detonation:
- 9.13.13.1. A partial or incomplete detonation is determined once the UXOFS inspects the disposal point. Upon inspection the UXOFS will see that the ordnance in question has not completely detonated, and that there are still signs of

explosive material.

9.13.13.2. The UXOFS must determine the state of the ordnance and once again place a demolition charge without moving the ordnance as it may be unstable due to the forces applied from the detonation as per References 2.3.2.16 and 2.3.2.7.

9.13.14. Actions on kick-outs from destruction operations:

9.13.14.1. Upon inspection by the UXOFS at the disposal point, he or she may notice that the ground has not been “damaged” in relation to the amount of NEQ placed for that explosion. The UXOFS will then do a visual check around the disposal area to attempt to locate and determine the state of any kicked out ordnance.

9.13.14.2. The kicked out ordnance is not to be touched and must be destroyed in situ (BIP’ed), due to the excessive force and shock the piece of ordnance has just sustained. All safety distances must be adhered to, and mitigation measures may be needed.

9.13.15. Testing electric blasting caps:

9.13.15.1. All electric blasting caps must be checked for continuity in accordance with Reference 2.3.2.7.

9.13.16. Authorized explosive charges:

9.13.16.1. The explosives charges selected by the Contractor for use (i.e., boosters, granular explosives, etc.) must be authorized by NRCAN for use in Canada.

9.13.16.2. If “Just in Time” delivery of explosives is planned by the Contractor, the TA WP must include a statement that those explosives will be available the first day of destruction phase of the project.

9.13.17. Use of plastic coated tape during destruction operations:

9.13.17.1. The use of plastic electrical tape and generic duct tape in conjunction with electrically initiated detonators and devices is prohibited in accordance with Reference 2.3.2.16.

9.13.17.2. Only a polyethylene coated cloth tape, using a natural rubber based adhesive, having a total thickness of 10 to 12 mils is to be used.

9.13.18. Verification of BIP and demo pits:

9.13.18.1. The Contractor must verify all BIP and demo pits for anomalies before demobilizing from the site.

9.14. MUNITIONS SCRAP

9.14.1. Munitions scrap is all recoverable solid by-products, including empty projectile remnants, fragments and pieces of fuse, resulting from the normal functioning of ammunition and explosives, other than those generated at the firing point (DTSB). Note: Munition scrap may contain energetic residue.

9.14.2. The number of personnel within a danger and exclusion zone should always be the minimum required to conduct the work safely. For health and safety reasons, no one involved in the screening operations will work alone. The UXOSO must monitor and enforce personnel limits and safety exclusion zones for explosives related operations.

9.14.3. On UXO contracted projects, the Contractor remains responsible for the MS until it is

returned to DND.

9.14.4. Screening of munition scrap:

- 9.14.4.1. The screening of MS must be conducted in accordance with References 2.3.2.6 and 2.3.2.11.
- 9.14.4.2. Each piece of MS must be subjected to three different levels of screening by three different qualified people prior to being recognized as being safe for transportation on public roads. Each level of screening is a concurrence of the previous one and is conducted by a more experienced and qualified technician at all times.
- 9.14.4.3. Level One Scrap Screening - point of discovery by the UXOT (minimum qualification level);
- 9.14.4.4. Level Two Scrap Screening - verification by the UXOTS and inspected before transporting off the grid to a holding or inspection point. The Level Two screening must never be done by the same person having done the Level One screening; and,
- 9.14.4.5. Level Three Scrap Screening - a detailed visual inspection of materials removed from the work area. This operation is generally performed by a UXOFS or higher or by UXOT holding the qualifications required by DND. The Level Three screening must never be done by the same person having conducted either the Level One or Level Two screening. No items shall be moved across a public road without a level 3 screening.
- 9.14.4.6. All munitions and ordnance-related items are considered to be potential UXO until they are subjected to three levels of inspections. At any time during the screening process, if an item is determined or potential to contain energetic material, it must be categorized as either: UXO, DMM or Munitions Constituent, and disposed of accordingly.
- 9.14.4.7. The site for the level three screening of MS must be chosen while taking into consideration the maximum credible event (MCE) for the project and the Q-D table for Hazard Division 1.2, from the DND storage regulations. The site must be part of the overall destruction site plan and include the associated safety templates referring to other UXO-related activities and to external Exposed Sites. The Level Three screening area will be on a site that is known to be clean of subsurface anomalies.
- 9.14.4.8. MS that have been Level Two or Level Three screened do not need to be stored in a licensed storage site; however, security measures must be in place to prevent the loads of screened MS from being tampered with. Containers used to store screened MS must be sealed to prevent possible tampering. The contents of any containers storing Level Three screened MS, for which the seals will have been broken without the consent of the person holding the responsibility for custody for the MS, must be reported to DND through the DND PM as an Ammunition or Explosives Incident and must be 100% re-inspected prior to the shipment being offered for transportation on public roads. A chain-of-custody form must be associated with the screened MS. MS screened to different levels must be stored in separate securable approved sites or containers to ensure safety and accountability of the items.

9.14.5. Packaging and transport of munition scrap:

- 9.14.5.1. The packaging and transportation of MS on public roads, by commercial

vehicles is regulated by Reference 2.3.2.14, including Part 7, Section 2 under an exemption given to the MND by Transport Canada. That exemption is conditional to the packaging requirements listed in the same publication.

- 9.14.5.2. The Contractor must inform the DND of their intention to ship MS, providing information per Reference 2.3.2.14, requiring completion of form UXO-FM-11150 at least 72 hours in advance of shipment date.
- 9.14.5.3. MS not screened to Level Three will not be transported on public roads.
- 9.14.5.4. The Contractor will be responsible for accountability, tracking and chain-of-custody documentation for items from point of recovery until the shipment has been signed for at the designated DND facility by the DND facility representative authorized to accept the load. Broken seals on containers that occur prior to acceptance at the designated DND facility are the responsibility of the Contractor, and will require the material to be rescreened and re-shipped at no expense to the Crown.
- 9.14.5.5. MS and NMS must be transported in separate vehicles.
- 9.14.5.6. For the purpose of transferring MS to DND, no Contractor will contact CANOSCOM or other DND organizations directly unless directed to do so specifically by the DND Representative.

9.15. AMMUNITION AND EXPLOSIVES ACCIDENTS AND INCIDENTS

9.15.1. Definitions

- 9.15.1.1. Ammunition or Explosives Accident: An ammunition or explosives accident means any undesired event involving the premature or unintended detonation or initiation of ammunition or explosives that result in personal injury, death, or material losses.
 - 9.15.1.2. Ammunition or Explosives Incident: An ammunition or explosives incident means any undesired event involving ammunition or explosives that could, but does not, result in personal injury or death, or material losses. This includes theft of ammunition or explosives.
- 9.15.2. In order to assist with the determination of whether a hazardous occurrence should be treated as an Ammunition or Explosives Incident, the following (list is not comprehensive) must all be reported as Ammunition or Explosives Incidents:
- 9.15.2.1. Any event involving the unintentional or premature detonation, initiation or ignition of ammunition or explosives, not resulting in personal injury, death or material loss;
 - 9.15.2.2. Any unauthorized use or unapproved method of use of ammunition or explosives not resulting in personal injury, death or material loss;
 - 9.15.2.3. Any event involving the theft or loss of ammunition or explosives under the control of a contracted company;
 - 9.15.2.4. Unauthorized use or storage of non-CF ammunition, explosives or energetic materials on DND property or on DND Legacy Sites; and,
 - 9.15.2.5. Unauthorized transportation of non-CF ammunition, explosives or energetic materials using DND or CF equipment or personnel.

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- 9.15.3. Ammunition and Explosive Accidents and Incidents must be investigated in accordance with provincial Occupational & Safety requirements.
- 9.15.4. In all Ammunition and Explosive Accidents and Incidents cases occurring on UXO Legacy Sites, whether DND SME support is requested or not, a preliminary report of occurrence must be made to the DND PM Representative and CoE within the first eight (8) hours using the fastest means possible (Email, cell phone etc.), via the DND Representative, for final reporting to DAER who records and actions all DND and CF AE accidents and incidents.
- 9.15.5. Follow Up Actions on Post-Accident or Incident on a Legacy Site: When an Ammunition or Explosives Accident or Incident occurs on a Legacy Site, as a minimum, the Contractor must ensure the following actions must take place:
- 9.15.5.1. Make the area explosively safe for the first responders (i.e. Police, Ambulance, Fire Services);
 - 9.15.5.2. First Aid to all personnel injured and Emergency Plan to be deployed concurrently;
 - 9.15.5.3. Once the casualties are in proper medical care, suspend the activity pending positive determination of the cause and absolute assurance that all contributing factors have been mitigated;
 - 9.15.5.4. Ensure that related equipment and remaining ammunition or explosives involved are impounded, are not used, and are not tested until direction is received from the DND through the DND Representative to continue with UXO contracted activities;
 - 9.15.5.5. Provincial Health and Safety department must be contacted soonest after the steps above have been completed; and
 - 9.15.5.6. Protect all evidence.
- 9.15.6 The DND Representative will impound any DND and CF and Contractors publications, or any other orders, regulations and instructions (ex. WP, EO Management Plan), local technical or training manuals, local SOPs, being used as an authority to conduct the activity at the accident or incident site. Depending on the results of the investigation, DND may recommend to the Contracting Authority to terminate the contract.

APPENDIX A to STATEMENT OF WORK

HOW TO TAKE A DIGITAL IMAGE GUIDDELINE

This is a guide to illustrate how to take a better digital image of ordnance and associated items found during investigations.

General Guidelines

1. Know your camera and its functions – take the time to read and understand what your camera is able to do;
2. High Resolution – set the camera for the highest resolution it can manage. For UXO related work the lowest resolution setting should be 8MP;
3. Auto Focus – use auto focus for all shots unless the camera is having difficulty obtaining a clear focus, in this instance try moving further away and zooming out with the camera. These actions will allow for better focus control and give the camera the chance to auto-correct and as long as you are taking a high resolution photo you will be able to edit/manipulate the photo;
4. ISO Speed – set the ISO speed to the slowest setting possible for the camera. This is the best setting for non-moving objects and is even better when a tripod is used;
5. Frame – fill the frame of the camera with the object you are photographing.
6. Angles – try different angles for the photo, this may give better depth or definition to an object;
7. Keep Still – use of a tripod is highly recommended for this work;
8. Flash – take a minimum of two pictures one with a flash and one without for every shot you take;

UXO Specific Guidelines

1. Photos will be taken for every EO item removed or processed on this site;
2. Scale – a photo scale will be used in all images. The medium “L” reference scale is suggested for all photos where items are smaller or of equal size than the scale itself. For larger items it is recommended that a 180mm x 450mm “L” scale or larger be used;
3. Photos – for any item that is photographed there will be an overall picture of the entire item, each end of the item will be photographed and then close ups of any markings or fuzes;
4. Identification – the group of photos for an item shall have a white board in the initial image that details the following at a minimum:
 - a. Date & Time;
 - b. Project ID;
 - c. Location – Grid or GPS;
 - d. Control Number;
 - e. Team ID; and
 - f. Item ID – name or description of item(s);
5. Quality - All images shall be clear and in focus;
6. Naming Convention or Filing – All related photos shall be filed or named in relation to the group of photos. (e.g. grid 005 has 2 items investigated – the first item shall be filed as GR005.1 all subsequent photos for that item will be GR005.1.1; GR005.1.2; GR005.1.3 and so on)

ANNEX "B" BASIS OF PAYMENT

Note to Bidders: Text in italics will be deleted from the resulting contract(s)

All pricing is firm, in Canadian currency, Free On Board (FOB) destination, customs duties included, and does not include HST or GST (which must be shown as a separate item on invoices).

Pricing Periods:

Year 1: Contract Award to 31 March 2021;
Year 2: 1 April, 2021 to 31 March, 2022;
Year 3: 1 April, 2022 to 31 March 2023;
Year 4 (optional): 1 April 2023 to 31 March 2024;
Year 5 (optional): 1 April 2024 to 31 March 2025.

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

LABOUR: Firm hourly rates for Contractor and subcontractors, including but not limited to: overhead, standard equipment and profit. Rates do not include HST. Standard equipment consists of items required for the normal performance of work, including personal protective equipment, camera, hand tools (chain saws, shovels, rakes, etc.), basic field consumables (flag tape, flags, paint and stakes) handheld GPS (minimum accuracy of ± 3 m), computers, software, printers, paper and ink, detectors (Schonstedt or similar), two-way radio and cellular phone and all batteries required to operate standard equipment. If equipment is not covered in Pricing Basis "B" it is considered standard equipment which must be included in the applicable labour pricing. These rates will be applicable for productive labour only. For non-productive labour, such as standby time, with 48 hours' notice or due to weather conditions, these rates will be reduced by 50%.

Note to Bidders:

For the Pricing in Pricing Basis "A": The proposed hourly rates within a specific labour category cannot have a variance great than +/- 5% year over year. For example, if the Year 1 price for Project Manager was bid at \$50.00 per hour, the maximum allowable bid price for Year 2 would be \$52.50 per hour. The minimum allowable bid price for Year 2 would be \$47.50 per hour. The Year 3 bid rate in this example must be within +/- 5% of the Year 2 price.

Item #	Category of Personnel	Annual Estimated Usage (Hours)	Year 1 Firm Hourly Rates	Year 2 Firm Hourly Rates	Year 3 Firm Hourly Rates	Year 4 Firm Hourly Rates	Year 5 Firm Hourly Rates
1	Project Manager (PM)	800	\$	\$	\$	\$	\$
2	UXO Project Leader (UXOPL)	1100	\$	\$	\$	\$	\$
3	UXO Field Supervisor (UXOFS)	1100	\$	\$	\$	\$	\$
4	UXO Safety Officer (UXOSO)	1100	\$	\$	\$	\$	\$
5	UXO Quality Control Specialist (UXOQCS)	1100	\$	\$	\$	\$	\$
6	UXO Quality Manager	1100	\$	\$	\$	\$	\$
7	UXO Technician Supervisor (UXOTS)	3300	\$	\$	\$	\$	\$
8	UXO Technician (UXOT)	6600	\$	\$	\$	\$	\$
9	Project Geophysicist (Project Geo)	1100	\$	\$	\$	\$	\$

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Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-9-52225

Buyer ID - Id de l'acheteur
kin615
CCC No./N° CCC - FMS No./N° VME

10	Field Geophysicist (Field Geo)	1100	\$	\$	\$	\$	\$
11	Geographical Information System Analyst (GIS Analyst)	700	\$	\$	\$	\$	\$
12	Administrative Assistant (Admin)	400	\$	\$	\$	\$	\$
13	Field Biologist	700	\$	\$	\$	\$	\$
14	Vegetation Removal Personnel	700	\$	\$	\$	\$	\$
15	General Labourers	1100	\$	\$	\$	\$	\$
16	Heavy Equipment Operator non-UXOT	400	\$	\$	\$	\$	\$

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

Disbursements

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

Daily field consumables: Prior to its signing, the Contractor can provide with the Task Authorization a price list for the materials and supplies used on site each day. If the Department of National Defence Project Manager accepts the costs the Contractor does not have to provide an itemized list or receipts for those items when they are used on-site. The Contractor must provide the receipts to the Department of National Defence Project Manager if requested. The Contractor must provide firm pricing for the following field consumables. Materials and supplies not covered in the table below will be reimbursed at actual cost to Contractor with no mark-up or overhead for Contractor.

Item #	Daily field consumables allowances	Unit of Issue	Annual Estimated Usage (each)	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5
17	Drinking Water (per field person)	Per Person Per Week	225 weeks	\$	\$	\$	\$	\$
18	MS boxes (Wood, tools and supplies, as per SOW reference 2.3.2.15 – Ammunition and Safety Manual – Vol 3, Part 7, Section 2, Para 8)	Per box	15 boxes	\$	\$	\$	\$	\$
19	General Safety Kit Minimum must include: Standard fire (rake, shovel, fire extinguisher etc), medical (first-aid, eye wash, stretcher, etc) and PPE (leather gloves, eye protection, etc)	Per kit	7 Kits	\$	\$	\$	\$	\$
20	Tarp (min size 200ft ²)	Per tarp	5 tarps	\$	\$	\$	\$	\$

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21	White Phosphorous Safety Kit (45 gallon drum, protective clothing, face shield, Respirator mask for chemical/biological protection)	Per kit	3 kits	\$	\$	\$	\$	\$
22	Non-Standard Vegetation Removal Safety Kit for high powered bush saws (face shield, arm and leg protection, etc)	Per kit	3 kits	\$	\$	\$	\$	\$

Subcontractors: Costs of subcontractors will be reimbursed at actual cost to Contractor with no mark-up or overhead for Contractor. Charge out rates for subcontractors must not exceed corresponding rates from Pricing Basis "A". If rates are not identified in Pricing Basis "A", the costs must be identified in the work plan and pre-approved by the DND Project Manager.

Vehicles: The Contractor is entitled to charge a flat monthly vehicle allowance with an overall ratio of no more than 1 truck for every 2 field employees. The vehicle allowance for vehicles that can be used on site terrain, inclusive of all repairs and gas and mileage, will be:

Item #	Vehicle allowance (each)	Annual Estimated Usage	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5
23	Daily (\$)	7 days	\$	\$	\$	\$	\$
24	Weekly (\$)	10 weeks	\$	\$	\$	\$	\$
25	Monthly (\$)	80 months	\$	\$	\$	\$	\$

The Contractor must use its own vehicles where feasible, and maximal carpooling is expected. In the event the Contractor or its employees are unable to use their own vehicles (remote location or unfeasible mobilization), rental of vehicles must be pre-approved within the Task Authorization work plans/proposals and approved by the DND Project Manager. National Joint Council Travel Directive and the Public Services and Procurement Canada –Car rental directory. <https://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-4-eng.aspx>

Mob/Demob: In addition to the vehicle allowance, the Contractor is entitled to charge a flat fee mob/demob rate (one way, per event per person) for the following work destinations. No other travel charges will be permitted.

Item #	Mob or Demob allowance (one way, per event per person)	Annual Estimated Usage (each)	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5
26	Atlantic (NS, NB, PEI, NFLND)	70	\$	\$	\$	\$	\$
27	Central (QC, ON)	20	\$	\$	\$	\$	\$
28	Prairies (MB, SK, AB)	20	\$	\$	\$	\$	\$
29	Pacific (BC)	20	\$	\$	\$	\$	\$
30	NWT, Yukon, NU Churchill MB, Labrador	20	\$	\$	\$	\$	\$

Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed its authorized living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal and commercial accommodation expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All living expenses must have prior authorization of the DND Project Manager prior to any travel. All payments are subject to government audit.

Rental of Non-Standard Equipment: Rental of non-standard equipment must be at actual cost and must not exceed the corresponding rates in Pricing Basis "B". For additional equipment to be considered non-standard equipment, and subject to rental cost, the use of the equipment, and the rental cost, must be preapproved by the DND Project Manager. All equipment must be billed for the entire duration of its use, at the cheapest combination of daily, weekly, and monthly rates (i.e. equipment must not be billed for use with invoice cycle, but for total use when duration of use is complete).

Item	Daily Rental of Equipment for rental up to 7 days	Annual Estimated Usage (days)	Year 1 Firm Daily Rate	Year 2 Firm Daily Rate	Year 3 Firm Daily Rate	Year 4 Firm Daily Rate	Year 5 Firm Daily Rate
31a	EM61 Hand held detector	60 days	\$	\$	\$	\$	\$
32a	EM61 Wheeled coils	60 days	\$	\$	\$	\$	\$
33a	Custom array and tow vehicle as per SOW Section 9.8	60 days	\$	\$	\$	\$	\$
34a	RTK Base Station & Rover	60 days	\$	\$	\$	\$	\$
35a	Additional Rover	60 days	\$	\$	\$	\$	\$
36a	Portable toilet	60 days	\$	\$	\$	\$	\$
37a	Site trailer minimum size 20' x 8'	60 days	\$	\$	\$	\$	\$

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38a	Portable storage container Minimum size 20' x 8'	60 days	\$	\$	\$	\$	\$
39a	Portable Generator	60 days	\$	\$	\$	\$	\$
40a	Strapping Machine	60 days	\$	\$	\$	\$	\$
41a	Portable Lighting	60 days	\$	\$	\$	\$	\$
42a	Tent minimum size 10' x 10'	60 days	\$	\$	\$	\$	\$
43a	Tent Heater	60 days	\$	\$	\$	\$	\$

Item	<u>Weekly Rental of Equipment for rental up to 3 Weeks</u>	<u>Annual Estimated Usage (weeks)</u>	<u>Year 1 Firm Weekly Rate</u>	<u>Year 2 Firm Weekly Rate</u>	<u>Year 3 Firm Weekly Rate</u>	<u>Year 4 Firm Weekly Rate</u>	<u>Year 5 Firm Weekly Rate</u>
31b	EM61 Hand held detector	10 weeks	\$	\$	\$	\$	\$
32b	EM61 Wheeled coils	10 weeks	\$	\$	\$	\$	\$
33b	Custom array and tow vehicle as per SOW Section 9.8	10 weeks	\$	\$	\$	\$	\$
34b	RTK Base Station & Rover	10 weeks	\$	\$	\$	\$	\$
35b	Additional Rover	10 weeks	\$	\$	\$	\$	\$
36b	Portable toilet	10 weeks	\$	\$	\$	\$	\$
37b	Site trailer minimum size 20' x 8'	10 weeks	\$	\$	\$	\$	\$
38b	Portable storage container Minimum size 20' x 8'	10 weeks	\$	\$	\$	\$	\$
39b	Portable Generator	10 weeks	\$	\$	\$	\$	\$
40b	Strapping Machine	10 weeks	\$	\$	\$	\$	\$
41b	Portable Lighting	10 weeks	\$	\$	\$	\$	\$
42b	Tent minimum size 10' x 10'	10 weeks	\$	\$	\$	\$	\$
43b	Tent Heater	10 weeks	\$	\$	\$	\$	\$

Item	<u>Monthly Rental of Equipment</u>	<u>Annual Estimated Usage (months)</u>	<u>Year 1 Firm Monthly Rate</u>	<u>Year 2 Firm Monthly Rate</u>	<u>Year 3 Firm Monthly Rate</u>	<u>Year 4 Firm Monthly Rate</u>	<u>Year 5 Firm Monthly Rate</u>
31c	EM61 Hand held detector	10 months	\$	\$	\$	\$	\$
32c	EM61 Wheeled coils	10 months	\$	\$	\$	\$	\$
33c	Custom array and tow vehicle as per SOW Section 9.8	10 months	\$	\$	\$	\$	\$
34c	RTK Base Station & Rover	10 months	\$	\$	\$	\$	\$
35c	Additional Rover	10 months	\$	\$	\$	\$	\$
36c	Portable toilet	10 months	\$	\$	\$	\$	\$
37c	Site trailer minimum size 20' x 8'	10 months	\$	\$	\$	\$	\$
38c	Portable storage container Minimum size 20' x 8'	10 months	\$	\$	\$	\$	\$
39c	Portable Generator	10 months	\$	\$	\$	\$	\$
40c	Strapping Machine	10 months	\$	\$	\$	\$	\$

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41c	Portable Lighting	10 months	\$	\$	\$	\$	\$
42c	Tent minimum size 10' x 10'	10 months	\$	\$	\$	\$	\$
43c	Tent Heater	10 months	\$	\$	\$	\$	\$

ANNEX "C"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

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

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

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

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

2. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

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

3. Environmental Impairment Liability Insurance

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

4. Automobile Liability Insurance

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

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ANNEX "D"

DND 626 TASK AUTHORIZATION FORM

Buyer ID - Id de l'acheteur
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**Instructions for completing
DND 626 - Task Authorization**

Contract no.
Enter the PWGSC contract number in full.

Task no.
Enter the sequential Task number.

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

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

Previous value
Enter the previous total dollar amount including taxes.

To
Name of the contractor.

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

Delivery/Completion date
Completion date for the task.

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

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

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

GST/HST
The GST/HST cost as appropriate.

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

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

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

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

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

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

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

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

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

À
Nom de l'entrepreneur.

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

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

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

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

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

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

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

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

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

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ANNEX "E"

NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. EN438-201001/00_/KIN between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and the Minister of National Defence, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: EN438-201001/00_/KIN

Signature

Date

ANNEX "F" to PART 4 OF THE BID SOLICITATION

MANDATORY TECHNICAL REQUIREMENTS

Mandatory Requirements

In their technical proposal, Bidders must explain and demonstrate how they meet the Mandatory Requirements. The Bidder must propose the following resources and provide documentation detailing specific projects to show that they have the required pertinent years of experience. The start and completion dates (min. month/year) for the proposed resources' experience must be included. Documentation must provide sufficient detail for verification of specific experience. Canada reserves the right to request references or additional information to verify the experience of proposed resources.

For educational and professional certification or membership requirements, the resource must have the required degree, certification, designation and/or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period. All required degrees, certifications, designations and/or memberships must be demonstrated in the bid by providing complete details of the required qualification(s) in the resource's resume.

To be compliant the Bidder's proposal must comply with all of the following Mandatory Technical Criteria. Any proposal which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration.

#	Mandatory Criteria Description
1	The Bidder must be ISO 9001:2015 certified. A copy of the certification must be provided in proposal.
2	The Bidder must describe a minimum 3 UXO projects undertaken by the Bidder as the prime contractor within the past 15 years from date of bid closing. At least one of these projects must be UXO investigation, and one must be UXO clearance.
3	<u>Bidder's Project Manager must:</u> <ul style="list-style-type: none">• Hold a valid Canadian Professional certification of P. Geo or P. Eng;• Have a minimum of 5 years' experience managing projects, of which at least 3 years' experience were managing UXO clearance projects.
4	<u>Bidder's Senior Geophysicist must:</u> <ul style="list-style-type: none">• Be licensed to practice geo-science by a Canadian Professional Association (P. Geo);• Have a B.Sc. or M.Sc. degree in Geophysics, Geology, or related field from a recognized accredited institution;• Have a minimum 7 years relevant experience in collecting and analyzing UXO geophysical data.
5	<u>Bidder's Project Geophysicist must:</u> <ul style="list-style-type: none">• Be licensed to practice geo-science by a Canadian Professional Association (P. Geo);• Have a B.Sc. or M.Sc. degree in Geophysics, Geology, or related field from a

	<p>recognized accredited institution;</p> <ul style="list-style-type: none"> Have a minimum three (3) years relevant experience in collecting and analyzing UXO geophysical data.
6	<p><u>Bidder's Field Geophysicist must:</u></p> <ul style="list-style-type: none"> Have a B.Sc. or technical diploma majoring in geosciences fieldwork and or survey engineering from a recognized accredited institution; Have a minimum of 12 months relevant field experience using both EM-61 and RTK GPS navigation systems (together).
7	<p><u>For bidding purposes, the Bidder must provide one of each of the following resources: UXO PL, UXO FS, UXO SO, UXO QCS and UXO TS.</u></p> <p><u>At a minimum, each of the UXO resources must have the following qualifications:</u></p> <ul style="list-style-type: none"> Be a graduate of a formal DND approved post-secondary UXO training (200 min hours of continuous instruction); and Possess a valid CF Conventional Munitions Disposal (CMD) (Basic) (formerly HA) qualification <p>OR</p> <ul style="list-style-type: none"> Have verifiable equivalency to the above qualifications from a foreign armed forces as approved by DND. <p><u>The UXO PL must also:</u></p> <ul style="list-style-type: none"> Have as a minimum 10 years of verifiable combined military/civilian EOD or range clearance/UXO activities experience demonstrating their proficiency in the UXO field. <p><u>The UXO FS , UXO SO, UXO QCS must also:</u></p> <ul style="list-style-type: none"> Have as a minimum 8 years of verifiable combined military/civilian EOD or range clearance/UXO activities experience demonstrating their proficiency in the UXO field. <p><u>The UXO QCS must also:</u></p> <ul style="list-style-type: none"> Be certified as a Quality Professional (Certified Quality Auditor or Certified Quality Manager or the holder of a Quality Assurance Certificate) from a recognized institution/organization such as the Canadian Chapter of the American Society for Quality (ASQ). <p><u>The UXO TS must also:</u></p> <ul style="list-style-type: none"> Have as a minimum 5 years of verifiable combined military/civilian EOD or range clearance/UXO activities experience demonstrating their proficiency in the UXO field.
8	<p><u>Bidder's GIS analyst must:</u></p> <ul style="list-style-type: none"> Hold a post-secondary degree or diploma in geography, Geomatics, or GIS from a recognized accredited institution Demonstrate 3 years' experience creating GIS deliverables.

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Client Ref. No. - N° de réf. du client
EN438-20-1001

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-9-52225

Buyer ID - Id de l'acheteur
kin615
CCC No./N° CCC - FMS No./N° VME

9	<u>Bidder's Biologist must:</u> <ul style="list-style-type: none">• Have at least 5 years' experience in performing ecological surveys for habitats and species and identifying important habitats or species and/or species at risk.
10	<u>Bidder's UXO Quality Manager must:</u> <ul style="list-style-type: none">• Be qualified ISO 9001 Internal Auditor• Have a minimum 5 years' experience verifiable experience in quality management within the UXO field.

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ANNEX "G" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX "H" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

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

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

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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