



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

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

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

Director Services Contracting 4 (D Svcs C 4)  
Attention: Robert Best  
By e-mail to:  
[DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca](mailto:DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca)

#### Proposal To: National Defence Canada

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

#### Proposition à: Défense nationale Canada

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

#### Comments – Commentaires

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.**

**CE DOCUMENT CONTIENT EXIGENCE EN MATIÈRE DE SÉCURITÉ.**

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

At: – à:

02:00 PM Eastern Standard Time (EST)

On: – le :

10 November 2020

<b>Title – Titre</b> Environmental Hazardous Substance Management Consultant	<b>Solicitation No. – N° de l'invitation</b> W6369-20-X023/A
<b>Date of Solicitation – Date de l'invitation</b> 09 October 2020	
<b>Address Enquiries to: – Adresser toutes questions à:</b>  by e-mail to <a href="mailto:Robert.Best@forces.gc.ca">Robert.Best@forces.gc.ca</a>	
<b>Telephone No. – N° de téléphone</b>	<b>FAX No. – N° de fax</b>
<b>Destination</b> National Defence Headquarters 101 Colonel By Drive Ottawa, Ontario K1A 0K2	

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

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

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

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## REISSUE OF BID SOLICITATION

This bid solicitation cancels and supersedes previous bid solicitation number W6369-20-X023 dated 07 November 2019 with a closing date of 02 December 2019 at 2:00 pm EST. A debriefing or feedback session will be provided upon request to bidders / offerors / suppliers who bid on the previous solicitation.

### PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The List of Attachments include:

Attachment 1 to Part 3: Pricing Schedule  
Attachment 1 to Part 4: Technical Criteria

The List of Annexes include:

Annex "A": Statement of Work  
Annex "B": Basis of Payment  
Annex "C": Security Requirements Check List (SRCL)  
Annex "D": Electronic Payment Instruments  
Annex "E": Task Authorization Form, DND626

## 1.2 Summary

**1.2.1** This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (the "Client") for the provision of one (1) Environmental Hazardous Substance Management Consultant to provide a Hazardous Materials Management Program refresh for Director General Environment and Sustainable Management.

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

**1.2.2** There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

**1.2.3** The resulting contract will not include deliveries of services within locations that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.

## 1.3 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003 \(2020-05-28\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- (a) Section 02, Procurement Business Number, is deleted in its entirety.
- (b) In section 05, Submission of bids, subsection 2.d) is deleted in its entirety and replaced with the following:
  - d. send its bid only to the Department of National Defence organization receiving the bids as specified on page 1 of the bid solicitation;
- (c) In section 05, Submission of bids, subsection 4 is amended as follows:  
  
Delete: 60 days  
Insert: 180 calendar days
- (d) Section 06, Late bids, is deleted in its entirety.
- (e) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:

#### **07 Delayed bids**

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

- (f) In section 08, Transmission by facsimile or by epost Connect, subsections 1.a and 2 are deleted in their entirety.
- (g) In section 20, Further information, subsection 2 is deleted in its entirety.

### 2.2 Submission of Bids

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

**E-Mail Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail**

**system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that its entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues to affect bid receipt, bidders are requested to include in the body of their e-mail(s) a list of all documents attached to the e-mail(s), and allow sufficient time before the closing date and time to confirm receipt. Canada will not accept any bids submitted after the closing date and time.

## 2.3 Former Public Servant

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

### Definitions

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension?

**Yes ( ) No ( )**

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**Yes ( ) No ( )**

If so, the Bidder must provide the following information:

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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

## 2.6 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 five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Bid Preparation Instructions**

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

- Section I: Technical Bid - one (1) soft copy submitted by email,
- Section II: Financial Bid - one (1) soft copy submitted by email,
- Section III: Certifications - one (1) soft copy submitted by email.
- Section IV: Additional Information – one (1) soft copy submitted by e-mail.

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 their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.

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

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" to Part 3 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.

### **3.1.2 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.

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

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
  - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
    - 1) the name of the individual;
    - 2) the date of birth of the individual; and
    - 3) if available, information confirming the individual meets the security requirement as indicated in Part 7 - Resulting Contract Clauses.

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

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid its quoted all-inclusive rate (in Can \$).

The inclusion of volumetric data in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Resource Category	All-Inclusive Fixed Daily Rate (Cdn \$)	Level of Services (Estimated)	Total (Cdn \$)
	A	B	C = A x B
<b>Period of the Contract:</b> date of Contract Award to one (1) year later (estimated)			
<b>Environmental Hazardous Substances Consultant</b>	\$	50 days	\$
<b>Extended Contract Period 1 (if Exercised):</b> from the end of the Period of the Contract to one (1) year later (estimated)			
<b>Environmental Hazardous Substances Consultant</b>	\$	50 days	\$
<b>Extended Contract Period 2 (if Exercised):</b> from the end of the Extended Contract Period 1 to one (1) year later (estimated)			
<b>Environmental Hazardous Substances Consultant</b>	\$	35 days	\$
<b>Total Evaluated Price for Services (Applicable Taxes excluded):</b>			\$

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

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

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

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

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

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

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

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

- Contracts all signed by A;
  - Contracts all signed by B; or
  - Contracts all signed by A and B in joint venture, or
  - Contracts signed by A and contracts signed by A and B in joint venture, or
  - Contracts signed by B and contracts signed by A and B in joint venture that show in total 100 billable days.
- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

#### **4.1.1.2 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4.

#### **4.1.1.3 Point Rated Technical Criteria**

Refer to Attachment 1 to Part 4.

### **4.1.2 Financial Evaluation**

#### **4.1.2.1 Mandatory Financial Criteria**

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

### **4.2 Basis of Selection - Highest Combined Rating of Technical Merit [60%] and Price [40%]**

#### **4.2.1** To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all the mandatory evaluation criteria; and
- c. obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

**4.2.2** Bids not meeting 4.2.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

**4.2.3** The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i):  $PS_i = LP / P_i \times 40$ .  $P_i$  is the evaluated price (P) of each responsive bid (i).

**4.2.4** A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 60$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 2 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

**4.2.5** The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = PS_i + TMS_i$ .

**4.2.6** The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid, with the lowest evaluated price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the Contractor is determined by a 60/40 ratio of the technical merit and price, respectively.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Score for All the Point Rated Technical Criteria</b>	OS1: 120/135	OS2: 98/135	OS3: 82/135
<b>Bid Evaluated Price</b>	P1: C\$60,000	P2: C\$55,000	<b>LP</b> and P3: C\$50,000
<b>Calculations</b>	<b>Technical Merit Score (OSi x 60)</b>	<b>Pricing Score (LP/Pi x 40)</b>	<b>Combined Rating</b>
<b>Bidder 1</b>	120/135 x 60 = 53.33	50/60 x 40 = 33.33	86.66
<b>Bidder 2</b>	98/135 x 60 = 43.55	50/55 x 40 = 36.36	79.91
<b>Bidder 3</b>	82/135 x 60 = 36.44	50/50 x 40 = 40.00	76.44

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

**1. MANDATORY EVALUATION CRITERIA**

Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration.

<b>NO.</b>	<b>MANDATORY CRITERION</b>	<b>BID PREPARATION INSTRUCTIONS</b>
<b>MT1</b>	<p>The Bidder must demonstrate that the proposed resource has at least five (5) years of experience in environmental projects related to the Canadian Environmental Protection Act (CEPA) and its regulations.</p>	<p>The necessary documentation to support the bid in meeting this criterion must include a detailed a summary with complete details as to where, when (month and year), and how, through which activities/ projects, and CEPA regulations (or provincial equivalents) the stated qualifications / experience were obtained.</p>
<b>MT2</b>	<p>The Bidder must demonstrate that the proposed resource has completed a minimum of three (3) projects, each totalling more than one (1) month, in the last seven (7) years that focus on CEPA, Part V Controlling Toxic Substances or equivalent provincial and territorial environmental acts and their regulations.</p> <p>If the Bidder submits more than three (3) projects, only the first three (3) in order of presentation will be evaluated.</p> <p>Projects that will be considered include:</p> <ul style="list-style-type: none"> <li>• Developing and implementing internal policies and operational procedures that provide requirements on planning, training, operational controls, monitoring and reporting to ensure that toxic substances are managed in an environmentally responsible manner, or</li> <li>• Developing or auditing management systems, such as performing registration or internal audits of ISO 14001 Environmental Management Systems that include toxic substances.</li> </ul> <p>Toxic substances are defined in CEPA Schedule 1 – List of Toxic Substances.</p>	<p>The necessary documentation to support the bid in meeting this criterion must detail the following for each project:</p> <ul style="list-style-type: none"> <li>• Organization name;</li> <li>• Role (e.g. lead resource, subject matter expert, project manager);</li> <li>• Timeframe (month/year to month/year);</li> <li>• Number of total months spent on the project;</li> <li>• Environmental considerations, regulations, or policies that were part of the requirements; and</li> <li>• Description of project that includes the nature of the client's organization, project scope, and approximate number of employees.</li> </ul> <p>The Bidder must provide the following customer reference information for project:</p> <ul style="list-style-type: none"> <li>• Contact name;</li> <li>• Current contact phone number and email;</li> <li>• Position title;</li> </ul>

NO.	MANDATORY CRITERION	BID PREPARATION INSTRUCTIONS
		<ul style="list-style-type: none"> <li>• Organization/company name, and</li> <li>• Address.</li> </ul> <p>The references must confirm that the proposed resources worked on the referenced project.</p>
<b>MT3</b>	<p>The Bidder must demonstrate that the proposed resource has completed a minimum of two (2) projects that focus on hazardous substances for a federal department, agency or crown corporation.</p> <p>Note: federal organizations that will be considered are listed in the Financial Administration Act Schedules I, I.1, II, III, IV, V and VI (<a href="https://laws-lois.justice.gc.ca/eng/acts/f-11/">https://laws-lois.justice.gc.ca/eng/acts/f-11/</a>).</p> <p>If the Bidder submits more than two (2) environmental hazardous substances projects, only the first two (2) in order of presentation will be evaluated.</p> <p>Projects that will be considered include:</p> <ul style="list-style-type: none"> <li>• Developing and implementing internal policies and operational procedures that provide requirements on planning, training, operational controls, monitoring and reporting to ensure that hazardous substances are managed in an environmentally responsible manner, or</li> <li>• Developing or auditing management systems, such as performing registration or internal audits of ISO 14001 Environmental Management Systems that include hazardous substances.</li> </ul> <p>Hazardous substances include toxic substances defined in CEPA Schedule 1 – List of Toxic Substances and hazardous materials as defined in the Statement of Work.</p>	<p>The necessary documentation to support the bid in meeting this criterion must detail the following for each project:</p> <ul style="list-style-type: none"> <li>• Project title;</li> <li>• Organization name;</li> <li>• Responsibilities/role of the proposed resource;</li> <li>• Timeframe of the work experience shown as (Month/year to Month/year)</li> <li>• Number of total months spent on the project;</li> <li>• Environmental considerations, regulations, and/or policies that were part of the project requirements; and</li> <li>• Description of each project that includes the objectives, stakeholders, tasks and final results.</li> </ul> <p>The Bidder must provide the following customer reference information for project:</p> <ul style="list-style-type: none"> <li>• Contact name;</li> <li>• Current contact phone number and email;</li> <li>• Position title;</li> <li>• Organization/company name, and</li> <li>• Address.</li> </ul> <p>The references must confirm that the proposed resource worked on the referenced hazardous substances project.</p>

<b>NO.</b>	<b>MANDATORY CRITERION</b>	<b>BID PREPARATION INSTRUCTIONS</b>
<b>MT4</b>	<p>The Bidder must demonstrate that the proposed resource has graduated with a university degree from a recognized* post-secondary institution, with an acceptable specialization in chemistry, environmental science, engineering, geochemistry, toxicology, health sciences, or occupational health and safety.</p> <p>* A public or private institution that has been granted the authority to issue degrees, diplomas, and other credentials by a provincial/territorial legislature or through a government mandated quality assurance mechanism.</p>	<p>The Bidder must submit details about the undergraduate degree including the educational institution it was obtained from and the year of graduation.</p>

## 2. POINT-RATED EVALUATION CRITERIA

#	RATED CRITERION	BID PREPARATION INSTRUCTIONS	POINTS Scoring Method
RT1	In addition to MT1, the Bidder should demonstrate that the proposed resource has more than five (5) years of experience in environmental projects related to the Canadian Environmental Protection Act (CEPA) and its regulations.	The Bidder must submit a summary with complete details as to where, when (month and year), and how, through which activities/ projects, and CEPA regulations (or provincial equivalents) the stated qualifications/ experience were obtained.	<p>&gt; 5 to 10 years = 15 points</p> <p>&gt; 10 to 15 years = 20 points</p> <p>&gt; 15 years = 25 points</p> <p><b>Max 25 points</b></p>
RT2	<p>The Bidder should demonstrate that the proposed resource has experience implementing hazardous substances / toxic management life cycle policies or procedures for the following:</p> <ol style="list-style-type: none"> <li>1. Control the purchase of hazardous substances and /or toxics to select environmentally friendly alternatives;</li> <li>2. Develop plans for the elimination of CEPA toxic substances used in operations;</li> <li>3. Control the import / export of hazardous and / or CEPA toxic substances into Canada;</li> <li>4. Provide training as per the requirements in the Transportation of Dangerous Goods Act (TDG) and Regulations;</li> <li>5. Prepare and test environmental emergency plans as per the Canadian Environmental Protection Act – Environmental Emergencies Regulations or provincial equivalents; and</li> </ol>	The Bidder must submit a summary with complete details as to where, when (month and year), and how, through which activities/ responsibilities, the stated qualifications/ experience were obtained.	<p>Points for each task are awarded as follows:</p> <p>1 to 2 task areas = 5 points</p> <p>3 task areas = 10 points</p> <p>4 task areas = 15 points</p> <p>5-6 task areas = 20 points</p>

#	RATED CRITERION	BID PREPARATION INSTRUCTIONS	POINTS Scoring Method
	6. Manage the collection, movement and disposal of hazardous waste as per provincial regulations for an organization.		Max 20 points
<b>RT3</b>	<p>The Bidder should demonstrate that the proposed resource has experience in the following task areas specified in the statement of work for hazardous/toxic substances:</p> <ol style="list-style-type: none"> <li>1. Developing and implementing work plans to manage projects;</li> <li>2. Developing and implementing business strategies and action plans;</li> <li>3. Developing and implementing change management plans;</li> <li>4. Providing Advice, Guidance and Performing Analysis;</li> <li>5. Developing formal documentation such as policies and procedures;</li> <li>6. Developing communications, engagement and learning materials and/or approaches;</li> <li>7. Preparing reports with option analysis and recommendations; and</li> <li>8. Preparing program information profiles and logic models.</li> </ol>	<p>The Bidder must submit a summary with complete details as to where, when (month and year), and how, through which activities/ responsibilities, the stated qualifications/ experience were obtained.</p>	<p>Points for each task are awarded as follows:</p> <p>1 to 4 task areas = 5 points</p> <p>5 task areas = 10 points</p> <p>6 task areas = 15 points</p> <p>7 or more task areas = 20 points</p> <p>Max 20 points</p>
<b>Minimum required = 35</b>			
<b>Maximum available = 65</b>			

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7- Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; and
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

#### **7.1.1 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.

##### **7.1.1.1 Task Authorization Process**

- a) The Technical Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex "E".
- b) 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 security requirements, basis (bases) of payment and methods of payment, as specified in the Contract.
- c) The Contractor must provide the Technical Authority within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- d) The Contractor must not commence work until a TA authorized by the Technical 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.

##### **7.1.1.2 Task Authorization Limit**

The Technical Authority may authorize individual task authorizations, inclusive of any revisions.

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

- a) In this clause,  
  
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and  
  
"Minimum Contract Value" means \$1,000.00.
- b) 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.

- c) 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.
- d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

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

The administration of the Task Authorization process will be carried out by the Technical Authority. This process includes monitoring, controlling and reporting on expenditures of the Contract with task authorizations to the Contracting Authority.

The Technical Authority will forward to the Contracting Authority by e-mail, a copy of all authorized TAs, inclusive of any revisions, issued to the Contractor.

## **7.2 Standard Clauses and Conditions**

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

### **7.2.1 General Conditions**

2035 (2020-05-28) General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following modifications:

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

Delete: Minister of Public Works and Government Services  
Insert: Minister of National Defence

- (b) In section 22, Confidentiality, subsection 5 is amended as follows:

Delete: Public Works and Government Services (PWGSC)  
Insert: Department of National Defence (DND)

### **7.2.2 Inspection and Acceptance**

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

### 7.3 Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

- 7.3.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 7.3.2 The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 7.3.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 7.3.4 The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex "C";
  - b) *Industrial Security Manual* (Latest Edition).

### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to one (1) year later **(estimated)** inclusive **[to be specified in the resulting Contract]**.

#### 7.4.2 Option to Extend the Contract

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

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

### 7.5 Authorities

#### 7.5.1 Contracting Authority

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

Name: [REDACTED]  
Title and designation: [REDACTED]  
Organization: [REDACTED]

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

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

### 7.5.2 Technical Authority

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

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

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

### 7.5.3 Contractor's Representative

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

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

## 7.6 Payment

### 7.6.1 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. Custom duties are included and Applicable Taxes are extra.

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

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

- a) Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ [to be specified in the resulting Contract]. Customs duties are included and Applicable Taxes are extra.
- b) 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.
- c) 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.
- d) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.6.3 Method of Payment – Monthly Payment

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

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

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

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

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

#### **7.6.5 Discretionary Audit**

C0705C (2010-01-11), Discretionary Audit

#### **7.6.6 Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
  - b. a copy of the invoice;
  - c. a copy of the monthly progress report; and
  - d. any other documents as specified in the Contract.
2. Invoices must be distributed as follows:
    - a. The original and one (1) electronic copy must be forwarded by e-mail to the address for the Technical Authority identified under the section entitled "Authorities" of the Contract for certification and payment; and
    - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **7.7 Certifications and Additional Information**

##### **7.7.1 Compliance**

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

## 7.8 Applicable Laws

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

## 7.9 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2035 (2020-05-28) General Conditions - Higher Complexity - Services;
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Security Requirements Check List;
- (f) the signed Task Authorizations (including all of its annexes, if any); and
- (g) the Contractor's bid dated **[to be specified in the resulting Contract]**.

## 7.10 Defence Contract

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

## 7.11 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)

## 7.12 Insurance Requirements

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

## 7.13 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.14 Dispute Resolution Services

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

## 7.15 Additional Clauses

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

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

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## ANNEX "A" - STATEMENT OF WORK

### 1.0 TITLE

Environmental Hazardous Substances Management Consultant.

### 2.0 BACKGROUND

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

Within DND, the Assistant Deputy Minister (Infrastructure & Environment) (ADM (IE)) provides real property, infrastructure and environmental services to support the objectives of the DND. ADM (IE) also meets CAF's infrastructure needs to support a sustainable modern military. Within ADM (IE), Director General Environment and Sustainable Development (DGESM) is the office responsible for the environmental support and guidance.

At the national level, there are 3 groups/functional areas that have a significant impact on the program:

ADM(IE) DGESM:

- DGESM manages the departmental governance, oversight and interconnections of the hazardous substances management program (hereafter referred to as the Program).
- DGESM is also responsible for DND's environmental program. The services sought by this contract will be managed by this group.

Vice Chief of the Defence Staff (VCDS) – responsible for Health and Safety (H&S) (the General Safety program), policies, H&S committees, WHMIS, and any other Canada Labour Code requirements.

ADM(Materiel) (ADM(Mat)) – responsible for procurement policy, business processes, and centralized procurement execution for large value and common items.

The implementation of program activities for environment, H&S and procurement occurs at the local level. Employees and CAF members at bases and wings follow direction set at the national level and have the flexibility to apply compliant local solutions. Local implementation involves the following base/wing groups:

- ADM(IE)'s Real Property Operations (RP Ops) perform maintenance, repair and small recapitalization projects;
- Bases and Wings Hazardous Material (HazMat) officers manage H&S requirements and providing advice and guidance on H&S requirements to purchasers; and
- Environmental Officers who focus on meeting environmental regulations and providing advice and guidance on environmental requirements to purchasers.

### 3.0 LIST OF ACCRONYMS AND ABBREVIATIONS

The following abbreviations and acronyms are used in this SOW:

Abbreviation	Description
ADM(IE)	Assistant Deputy Minister (Infrastructure & Environment)
CAF	Canadian Armed Forces
CEPA	Canadian Environmental Protection Act
DND	Department of National Defence
H&S	Health and Safety
HazMat	Hazardous Material
NCR	National Capital Region
SOW	Statement of Work
SME	Subject Matter Experts
TA	Technical Authority

### 4.0 APPLICABLE DOCUMENTS

Document	Format
Canadian Environmental Protection Act and regulations relevant to hazardous substances	<a href="https://laws-lois.justice.gc.ca/eng/acts/C-15.31/index.html">https://laws-lois.justice.gc.ca/eng/acts/C-15.31/index.html</a>
Recommendations 1 and 3 of the 2012 Internal Audit of Hazardous Materials Management	<a href="https://www.canada.ca/en/department-national-defence/corporate/reports-publications/audit-evaluation/audit-hazardous-materials-management.html">https://www.canada.ca/en/department-national-defence/corporate/reports-publications/audit-evaluation/audit-hazardous-materials-management.html</a>
Supporting Effective Evaluations: A Guide to Developing Performance Measurement Strategies – Section 4 and 5	<a href="https://www.canada.ca/en/treasury-board-secretariat/services/audit-evaluation/centre-excellence-evaluation/guide-developing-performance-measurement-strategies.html#LogicModel">https://www.canada.ca/en/treasury-board-secretariat/services/audit-evaluation/centre-excellence-evaluation/guide-developing-performance-measurement-strategies.html#LogicModel</a>
Treasury Board Policy on Green Procurement	<a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573</a>

### 5.0 REQUIREMENTS

#### 5.1 Scope of Work

- 5.1.1 ADM (IE) requires an environmental hazardous substances management consultant to refresh the Program and enhance interconnectivity between functional areas. The hazardous substances of concern are chemicals and biological agents. Synergies and interconnections between common requirements such as governance and planning, policy / directives / procedures, communication / engagement, training review, monitoring and inspections, and reporting are to be enhanced by the refresh. The Contract mandate focuses on the hazardous substances overarching framework and the environmental component, as well as the linkages with other functional areas. The inner workings and improvements within the radiological, and H&S functional areas are outside of scope. General information on how these functional areas interact and contribute to the overall Program are in scope.

Results from a 2012 Internal Audit of Hazardous Materials Management are to be included in the Program refresh, specifically recommendations 1 & 3.

#### 5.1.2 In-scope:

The Contractor must deliver consulting services on the following activities:

- a. Program management (for example: governance, planning, monitoring and reporting);
- b. Document review and analysis of information;
- c. Development of hazardous substances plans with recommendations and options;
- d. Review or development of policies, directives, procedures and training;
- e. Provide guidance and advice;
- f. Write reports with recommendations and options and develop and maintain up to date action plans and business strategies; and
- g. Canadian Environmental Protection Act (CEPA) (1999) Part V and its relevant regulations on toxic substances are in scope.

#### 5.1.3 Out-of-scope:

The following activities are considered out of scope for this contract:

- a. Detailed assessment of the H&S operational activities related to hazardous substances;
- b. Radiological and nuclear safety compliance;
- c. Fuel storage tank compliance;
- d. Ammunitions and Explosives management;
- e. Military operations such as training exercises, firing range bullet berms and activities conducted by ships, armored vehicles and aircraft under the command of the CAF; and
- f. The Canada Labour Code and its regulations.

#### 5.1.4 Definitions:

Toxic Substance: DND limits the use of the term "toxic substances" to products listed in Section 64 of CEPA - a substance is "toxic" if it is entering or may enter the environment in a quantity or concentration or under conditions that:

- a. have or may have an immediate or long-term harmful effect on the environment or its biological diversity;
- b. constitute or may constitute a danger to the environment on which life depends; or
- c. constitute or may constitute a danger in Canada to human life or health.

The list of "toxic" substances is found in Schedule 1 (<https://www.canada.ca/en/environment-climate-change/services/canadian-environmental-protection-act-registry/substances-list/toxic/schedule-1.html>).

Hazardous Substance: DND uses the term hazardous substances as a broad term that includes:

- a. CEPA toxics;
- b. products listed in the Transportation of Dangerous Goods Act;
- c. HazMat; and
- d. any product, substance or material that, if handled improperly, can endanger flora, fauna and environment, human health, equipment and/or infrastructure.

## 5.2 Tasks

DND requires the Contractor's services on an 'as and when requested' basis by raising a Task Authorization. Each Task Authorization raised will outline in detail the tasks and deliverables. The tasks the Contractor must perform include, but not limited to, the following:

- 5.2.1 The Contractor must attend a kick-off meeting with the DND Technical Authority (TA) and other stakeholders to discuss the objectives and requirements of the mandate and the Contractor's provisional approach & methodology;
- 5.2.2 The Contractor must meet with DND stakeholders and subject matter experts (SMEs) to collect information on local best practices, issues and opportunities for improvement;
- 5.2.3 The Contractor must review key internal and external information, data and documents. This can include but is not limited to:
  - a. Audit and evaluation reports and recommendations;
  - b. Program documentation from different Functional Authorities (for example: Environment);
  - c. Local level documentation;
  - d. Best practices from other large organizations, including federal departments and the private sector;
  - e. Acts and regulations that specify legal requirements focused on Environment as well as high level requirements for other functional areas; and
  - f. Industry standards.
- 5.2.4 The Contractor must identify additional information required to conceptualize the aim, objectives, scope and requirements of the mandate;
- 5.2.5 The Contractor must analyze data and identify trends, patterns and prepare summaries forecasting how trends will change when changes are applied to the Program;
- 5.2.6 The Contractor must identify legal and Government of Canada and DND policy requirements for the Program;
- 5.2.7 The Contractor must analyze information and data to identify gaps in the Program;
- 5.2.8 The Contractor must analyze information and present findings on complex issues as requested by the TA;
- 5.2.9 The Contractor must carry out or coordinate research as requested by the TA;
- 5.2.10 The Contractor must develop a Work Plan;
- 5.2.11 The Contractor must develop detailed change management plans;
- 5.2.12 The Contractor must advise the TA in writing of issues affecting the organization's ability to achieve the Program's objectives including but not limited to:

- a. Program management gaps, duplications and opportunities for improvement and streamlining of processes;
  - b. Advice, guidance and recommendations for the implementation of the Program, action plans and business strategies;
  - c. The capacity and defining parameters to meet cross-functional needs that will enable the Program to achieve its objectives; and
  - d. Key performance indicators, factors and performance management measurements to measure the effectiveness of the Program.
- 5.2.13 The Contractor must develop documentation for the Program at the DND departmental level;
- 5.2.14 The Contractor must document Program management documentation that fits within the Departmental Framework on Results and Treasury Board Secretariat requirements. This includes:
- a. Program profile (<https://www.canada.ca/en/treasury-board-secretariat/services/audit-evaluation/centre-excellence-evaluation/guide-developing-performance-measurement-strategies.html#ProgramProfile>)
  - b. Program logic model (<https://www.canada.ca/en/treasury-board-secretariat/services/audit-evaluation/centre-excellence-evaluation/guide-developing-performance-measurement-strategies.html#LogicModelCont>)
- 5.2.15 The Contractor must develop written communications / engagement materials for internal audiences to communicate on the Program;
- 5.2.16 The Contractor must develop training content that respects instructional design requirements and is tailored to the method of instruction and audience: and
- 5.2.17 The Contractor must develop content for existing and new online and classroom training modules.

## **6.0 DELIVERABLES**

The Contractor must prepare submit various Deliverables as outlined in each task authorization.

- 6.1 These deliverables may include, but are not limited to the following:
- a) Written summaries;
  - b) Written advice and recommendations;
  - c) Detailed Work Plans;
  - d) Training Content; and
  - e) Monthly progress reports.

6.2 Unless otherwise specified by the TA, at a minimum, one (1) soft copy of each deliverable must be submitted to the TA. Soft copy deliverables must be provided in an accessible format such as Microsoft Word or an alternative format approved by the TA. The copies must be fully editable and free of password protection and editing restrictions.

## **7.0 LIMITATIONS AND CONSTRAINTS**

7.1 The Contractor must be ready to commence the work within ten days of receipt of the first task.

7.2 The Contractor must adhere to the following standards / specifications / policies / directives:

- a. CEPA and regulations relevant to hazardous substances;
- b. Treasury Board Policy on Green Procurement;
- c. Supporting Effective Evaluations: A Guide to Developing Performance Measurement Strategies – Section 4 and 5; and
- d. Recommendations 1 and 3 of the 2012 Internal Audit of Hazardous Materials Management.

## **8.0 DND SUPPORT TO THE CONTRACTOR**

8.1 As required to perform the Work and at the discretion of the DND TA, DND will endeavor to provide Contractor personnel with:

- a. Relevant internal documentation and templates;
- b. Work space when on site at DND facilities;
- c. Scheduled access to departmental stakeholders; and
- d. Provision of timely review, feedback and approval of deliverables (approximately five (5) business days unless otherwise specified).

## **9.0 LOCATION OF WORK**

9.1 The Contractor must carry out the work at their own work location; however, the Contractor's resources must be available to participate in meetings at DND facilities within the National Capital Region (NCR) as required. These meetings may either be in person, videoconference or via teleconference as determined by the DND TA.

9.2 Canada will not accept any travel and/or living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

9.3 No travel outside of the NCR is anticipated in the performance of the activities described in this Statement of Work.

## **10.0 LANGUAGE OF WORK**

10.1 All communications with DND/CAF staff or personnel must be performed in the official language (English or French) preferred by the employee or member of DND/CAF.

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0 (Original)  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
D Svcs C 4-3-4  
CCC No./N° CCC - FMS No./N° VME

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10.2 All deliverables must be submitted in English.

## ANNEX "B" - BASIS OF PAYMENT

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

### 1.0 Professional Fees

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

Resource Category	Estimated Level of Services	All-Inclusive Fixed Daily Rate (Cdn \$)
<b>Initial Contract Period:</b> from date of contract to <span style="background-color: yellow;">[date to be specified in the resulting contract]</span>		
<b>Environmental Hazardous Substances Consultant</b>	50 days	\$
<b>Extended Contract Period 1 (If Option is Exercised):</b> from <span style="background-color: yellow;">[dates to be specified in the resulting contract]</span>		
<b>Environmental Hazardous Substances Consultant</b>	50 days	\$
<b>Extended Contract Period 2 (If Option is Exercised):</b> from <span style="background-color: yellow;">[dates to be specified in the resulting contract]</span>		
<b>Environmental Hazardous Substances Consultant</b>	35 days	\$

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

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

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

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

The all-inclusive rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent travelling from the specified individual's work location to a specific pre-authorized work assignment. Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling will not be permitted.

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

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

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

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

**2.0 Total Estimated Cost [amounts to be inserted below in the resulting contract]**

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

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

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

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in section 7.6 Payment of the Contract.

## ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

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Security Classification / Classification de sécurité Unclassified

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>DND</b>	2. Branch or Directorate / Direction générale ou Direction ADM(IE) DGESM DESM		
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant		
4. Brief Description of Work / Brève description du travail  Contractor services to support DND ADM(IE) DGESM with expertise in Hazardous Substances management.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui			
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
 Commentaires spéciaux : Contractor will be required to attend meetings at DND sites within the NCR.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
 If Yes, will unscreened personnel be escorted? On DND premises, unscreened pers. may  
 Dans l'affirmative, le personnel en question sera-t-il escorté? only access public/reception zones  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**  
**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTRENTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

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0 (Original)  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
D Svcs C 4-3-4  
CCC No./N° CCC - FMS No./N° VME

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[SRCL signature page (page 4) to be inserted here in the resulting contract]

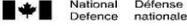
## **ANNEX “D” to PART 3 OF THE BID SOLICITATION**

### **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 "E" - DND 626 TASK AUTHORIZATION FORM

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

**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'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'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 inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

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