



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

There are security requirements associated with this requirement, consult Part 6 and Part 7.

Ce besoin comporte des exigences relatives à la sécurité, consulter la Partie 6 et la Partie 7.

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Training and Specialized Services Division/Division de la formation et des services spécialisés  
Terrasses de la Chaudière 5th Floor  
Terrasses de la Chaudière 5e étage  
10 Wellington Street,  
10, rue Wellington,  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> Research and Investigation Services Services de recherche et d'enquête	
<b>Solicitation No. - N° de l'invitation</b> W3802-210054/A	<b>Date</b> 2020-12-16
<b>Client Reference No. - N° de référence du client</b> OMB20054	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZH-113-38816	
<b>File No. - N° de dossier</b> 113zh.W3802-210054	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2021-02-05</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Reynolds(zh), Diane	<b>Buyer Id - Id de l'acheteur</b> 113zh
<b>Telephone No. - N° de téléphone</b> (613) 858-8571 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See Herein  Voir aux présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **TITLE**

Bid solicitation # W3802-210054/A for the provision of the following professional services: research and investigation services in the National Capital Region.

### **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: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Pricing Schedule, the Technical Criteria, and the Certifications and Additional Information.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Check List, the DND 626 Task Authorization Form, the Sample Microsoft Office Excel Spreadsheet for Period Usage Reports – Contracts with TAs and the Non-Disclosure Agreement.

#### **1.2 Summary**

The Office of the Department of National Defence and the Canadian Armed Forces Ombudsman requires Research and Investigation Services in the National Capital Region on an “as and when requested” basis.

The period of the Contract is from date of Contract for a period of three years with the option to extend the term of the Contract by up to two additional one-year period(s).

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP).

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, and Part 7 - Resulting Contract Clauses.

The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area.

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

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### **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 (SAAC) 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.

Subsection 4 of Section 05, Submission of Bids, of Standard Instructions 2003 incorporated by reference above, is amended as follows:

Delete: 60 days  
Insert: 120 calendar days.

### **2.2 Submission of Bids**

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

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region, the address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect.

Bids transmitted to PWGSC by facsimile or electronic mail will not be accepted.

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required in Attachment 2 to Part 3 - Certifications and Additional Information form 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.

### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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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 the province of Ontario, Canada.

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

## **2.6 Basis for Canada's Ownership of Intellectual Property**

The Office of the Department of National Defence and the Canadian Armed Forces Ombudsman has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts* (<http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html>): the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

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## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

- a) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail will not be accepted.
- b) The bid must be separated as follows:  
Section I: Technical Bid;  
Section II: Financial Bid; and  
Section III: Certifications and Additional Information
- c) If the Bidder chooses to submit its bid electronically using the epost Connect service provided by Canada Post Corporation:
  - o Canada requests that the bidder submits its bid in accordance with section 08, Transmission by facsimile or by epost Connect, of the 2003 standard instructions. Sub-section 2, epost connect, contains instructions and conditions;
  - o The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
- d) Canada is not requesting hard copies of the bid.
- e) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

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

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

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

- a) Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.
- b) Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- c) When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.6, Payment, of Part 7 of the bid solicitation.

#### **Section III: Certifications and Additional Information**

In Section III of their bid, Bidders should provide the certifications required under Part 5 and, as applicable, any associated documentation and additional information. This bid solicitation uses Portable Document Format (PDF) technology. To access the PDF form, bidders must have a PDF reader installed. If bidders do not already have such a reader, there are several PDF readers available on the Internet. It is recommended to use the latest version of PDF reader to benefit all features of the interactive forms.

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- a) Bidders must complete their Certifications and Additional Information by using the attached PDF fillable form, Attachment 2 to Part 3 - Certifications.pdf;
- b) Bidders should complete the interactive form electronically before printing the document for submission. Bidders should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications; and
- c) The form must be signed.

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### **ATTACHMENT 1 TO PART 3 PRICING SCHEDULE**

The Bidder must complete this pricing schedule and include it in its financial bid.

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

The rates included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred inside the National Capital Region defined in the National Capital Act (R.S.C., 1985, c. N-4)(<https://laws-lois.justice.gc.ca/eng/acts/N-4/>), and within 100 km of the Contractor's place of business or the proposed resource's work location and the work location identified in the task authorization.

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

If the Bidder adds any conditions or makes changes to the pricing schedule, the Bidder's financial bid will be declared non-responsive.

See the attached Microsoft Excel spreadsheet, Attachment 1 to Part 3 - Pricing Schedule.xls

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**ATTACHMENT 2 to PART 3  
CERTIFICATIONS AND ADDITIONAL INFORMATION**

See the attached PDF fillable form, Attachment 2 to Part 3 - Certifications.pdf

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

### **4.1 Evaluation Procedures**

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

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

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 General**

- a) Canada will conduct the Phased Bid Compliance Process (PBCP) described below for this requirement ONLY if Canada receives 4 or fewer Bids by the bid solicitation closing date.
- b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

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

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#### 4.1.1.2 Phase I: Financial Bid

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

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#### 4.1.1.3 Phase II: Technical Bid

- a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

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- h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### 4.1.1.4 Phase III: Final Evaluation of the Bid

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

#### 4.1.2 Technical Evaluation

##### 4.1.2.1 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 submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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

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

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

that show in total 100 billable days.

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

#### **4.1.2.2 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4. The PBCP will apply to all mandatory technical criteria.

#### **4.1.3 Financial Evaluation**

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 - Lowest Evaluated Price**

- a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive; and
- b) The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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**ATTACHMENT 1 TO PART 4  
TECHNICAL CRITERIA**

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

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

Number	Mandatory Technical (MT) Criteria
MT1	<p>The Bidder must have a minimum of three years' experience within the past six years prior to the bid solicitation publication date, providing research and investigation services as defined in Annex A, Statement of Work (SOW).</p> <p>To demonstrate experience, the Bidder must provide:</p> <ul style="list-style-type: none"><li>a. The name of the project;</li><li>b. The name of the organization;</li><li>c. The period (month/year to month/year) the services was provided; and</li><li>d. A description of the services provided.</li></ul> <p>Experience listed for a project whose time frame overlaps that of another project will only be counted once.</p>
MT2	<p>The Bidder must propose at least:</p> <p>One Bilingual Research Analyst</p> <p>OR</p> <p>One English Research Analyst and one French Research Analyst</p> <p>The Bidder must identify each proposed resource and the language the resource is able to provide services in.</p> <p>In the event the Bidder proposes more than the number of resources requested, resources will be evaluated in order of presentation.</p>
MT3	<p>The Bidder must propose at least:</p> <p>One Bilingual Investigator</p> <p>OR</p> <p>One English Investigator and one French Investigator</p> <p>The Bidder must identify each proposed resource and the language the resource is able to provide services in.</p> <p>In the event the Bidder proposes more than the number of resources requested, resources will be evaluated in order of presentation.</p>

Number	Mandatory Technical (MT) Criteria
MT4	<p>Each proposed Research Analyst in MT2 must have a minimum of three years' work experience within the last six years prior to the bid solicitation publication date, providing research analysis services as defined in the SOW, in the area of:</p> <ul style="list-style-type: none"><li>• legislation, policy/procedure; or</li><li>• program/service review and analysis; or</li><li>• precedent cases; or</li><li>• statistical research; or</li><li>• Research analysis services in an Ombudsman related environment such as tribunals, administrative investigations or quasi-judicial organizations.</li></ul> <p>To demonstrate experience, the Bidder must provide for each proposed resource:</p> <ol style="list-style-type: none"><li>a. The name of the project;</li><li>b. The name of the organization;</li><li>c. Start and end date (month/year to month/year); and</li><li>d. Details of their experience: duties, responsibilities or tasks.</li></ol> <p>Experience listed for a project whose time frame overlaps that of another project will only be counted once.</p>
MT5	<p>Proposed Research Analyst(s) in MT2 must have a bachelor's degree in the field of Administration or Social Sciences or Criminology or Law or field related to the requirement.</p> <p>For each proposed resource, the Bidder must provide a hard copy of the bachelor's degree.</p> <p>OR</p> <p>Proposed Research Analyst(s) in MT2 must have a minimum of five years' work experience within the last seven years prior to the bid solicitation publication date, providing research analysis services as defined in MT4.</p>
MT6	<p>Each proposed Investigator in MT3 must have a minimum of three years of work experience within the last six years prior to the bid solicitation publication date, providing investigation services as defined in the SOW, in:</p> <ul style="list-style-type: none"><li>• the practice of law, counselling; or</li><li>• investigation/prosecution of cases; or</li><li>• hearings of administrative/criminal cases; or</li><li>• legal research; or</li><li>• Investigation services in an Ombudsman related environment such as tribunals, administrative investigations or quasi-judicial organizations.</li></ul> <p>To demonstrate experience, the Bidder must provide for each proposed resource:</p> <ol style="list-style-type: none"><li>a. The name of the project;</li><li>b. The name of the organization;</li><li>c. Start and end date (month/year to month/year); and</li><li>d. Details of their experience: duties, responsibilities or tasks.</li></ol> <p>Experience listed for a project whose time frame overlaps that of another project will only be counted once.</p>

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W3802-210054/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
113zh

Client Ref. No. - N° de réf. du client  
OMB20054

File No. - N° du dossier  
113zh.W3802-210054

CCC No./N° CCC - FMS No./N° VME

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Number	Mandatory Technical (MT) Criteria
MT7	<p data-bbox="350 348 1224 432">Proposed Investigator(s) in MT3 must have a bachelor's degree in the field of Administration or Social Sciences or Criminology or Law or field related to the requirement.</p> <p data-bbox="350 464 1289 520">For each proposed resource, the Bidder must provide a hard copy of the bachelor's degree.</p> <p data-bbox="350 552 391 579">OR</p> <p data-bbox="350 611 1313 695">Proposed Investigator(s) in MT3 must have a minimum of five years' work experience within the last six years prior to the bid solicitation publication date, providing investigation services as defined in MT6.</p>

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications and additional information 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.

Bidders must complete their certifications required under Part 5 by using the attached PDF fillable form, Attachment 2 to Part 3 - Certifications.pdf

## **PART 6 – SECURITY**

### **6.1 Security Requirement**

#### **6.1.1** 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 requirement as indicated in Part 7 - Resulting Contract Clauses;
- c) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites; and
- d) If the information is not provided in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

**6.1.2** 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.

**6.1.3** For additional information on security requirements, Bidders should refer to the Contract Security Program of PWGSC (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>).

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## 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

- a) Work described at Annex A, Statement of Work, will be performed under the Contract on an “as and when requested basis”.
- b) With respect to the Work mentioned under paragraph (a) of this clause,
  1. An obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
  2. The TA Authority and limit will be determined in accordance with paragraph (c) of this clause;
  3. The Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor’s own risk and expense;
  4. The task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
  5. The TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D, DND 626 Task Authorization Form. An authorized TA is a completed Annex D signed by the TA Authority.

#### c) TA Authority and Limit

The Project Authority or authorized delegate(s) may authorize individual TAs inclusive of any revisions up to a limit of \$70,000.00, Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

- d) The authority specified under paragraph (c) of this clause is granted subject to the sum specified in the Contract under clause 7.6.2 (Canada’s Total Liability, Cumulative Total of all authorized TAs, not being exceeded.

#### e) TA Process

For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D, DND 626 Task Authorization Form, containing as a minimum the task or revised task description of the Work required, including:

1. The details of the activities or revised activities to be performed;
2. A description of the deliverables or revised deliverables to be submitted; and
3. A schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;

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- f) Within four calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:
1. The total estimated cost proposed for performing the task or, as applicable, revised task;
  2. A breakdown of that cost in accordance with Annex B;
- g) TA Authorization
1. The TA Authority will authorize the TA based on:
    - The request submitted to the Contractor pursuant to paragraph (e) of this clause;
    - The Contractor's response received, submitted pursuant to paragraph (f) of this clause; and
    - The agreed total estimated cost for performing the task or, as applicable, revised task
  2. The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).
- h) Minimum Work Guarantee - All the Work - Authorized TAs
1. "Maximum Contract Value" means the sum specified in Contract clause 7.6.2 (Canada's Total Liability, Cumulative Total of all authorized TAs); and "Minimum Contract Value" means a fixed amount of \$30,000.00.
  2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph h.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
  3. In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.
  4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.
- i) Periodic Usage Reports - Contracts with TAs
1. The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.
  2. No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as Microsoft Office Excel), the data elements specified in paragraphs i.3 and i.4 of this clause in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31; and  
4th quarter: January 1 to March 31.

A sample Microsoft Office spreadsheet containing the data elements contained in paragraphs i.3 and i.4 of this clause is provided in Annex E.

3. For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:
  - The TA number appearing on the TA form;
  - The date the task was authorized appearing on the TA form;
  - The total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
  - The following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
    - The TA revision number;
    - The date the revision to the task was authorized;
    - The authorized increase or decrease (Applicable Taxes extra);
    - The total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
  - The total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
  - The total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
  - The total amount of Applicable Taxes invoiced;
  - The total amount paid, Applicable Taxes included;
  - The start and completion date of the task (as last revised, as applicable); and
  - The active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).
4. For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:
  - The sum (Applicable Taxes extra) specified in clause 7.6.2, Canada's Total Liability, Cumulative Total of all Authorized TAs, as last amended;
  - The total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
  - The total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
  - The total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
  - The total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

j) Administration of the TA Process - Department of National Defence

The administration of the TA process will be carried out by the Project Authority or authorized delegate(s). This process includes: monitoring, controlling and reporting on expenditures of the Contract to the Contracting Authority.

## 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 (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).

### 7.2.1 General Conditions

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

### 7.2.2 Inspection and Acceptance

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

### 7.2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Research Analyst: *Insert at contract award*

Investigator: *Insert at contract award*

### 7.2.4 Non-Disclosure Agreement

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

## 7.3 Security Requirement

- a) The following security requirement (security requirement check list (SRCL) and related clauses provided by the Contract Security Program (<https://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) apply and form part of the Contract:
1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), PWGSC;
  2. The Contractor's personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC;
  3. The Contractor MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction;
  4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC; and
  5. The Contractor must comply with the provisions of the:
    - i. SRCL, attached at Annex C; and
    - ii. Industrial Security Manual (Latest Edition).
- b) The Company Security Officer (CSO) must ensure through the CSP that the Contractor and proposed individuals hold a valid security clearance at the required level.

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#### **7.4 Use of individual protective equipment and Occupational Health and Safety guideline(s)**

- a) The Contractor must comply with Government of Canada onsite requirements in respect of individual Protective Pieces of Equipment (PPE) and adhere to Occupational Health and Safety (OHS) guidelines in force in the workplace.
- b) The Contractor will provide its resources the following individual PPE for working on site: prescribed face covering mask, gloves, protective shield, and anything else that is required as a pre-requisite to entry and to work on Government of Canada premises. Canada reserves the right to modify the list of PPE and OHS guidelines, if required, to include any future recommendations proposed by the Public Health Agencies.
- c) The Contractor warrants that its resources will wear the PPE mentioned above when onsite and follow at all times OHS guidelines in force in the workplace during the contract period. If resources are not wearing the prescribed PPE and/or are not following the OHS guidelines in force in the workplace, they will not be permitted access to government of Canada sites.

#### **7.5 Term of Contract**

##### **7.5.1 Period of the Contract**

The period of the Contract is from date of Contract for a period of three years.

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

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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.

##### **7.5.3 Comprehensive Land Claims Agreements**

The Contract does not include deliveries of services within locations within the Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within the Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to form part of a separate contract.

#### **7.6 Authorities**

##### **7.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Diane Reynolds  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Program, ADM - Procurement Branch  
Professional Services Procurement Directorate  
Terrasses de la Chaudière  
10 Wellington, 5th Floor  
Gatineau, Quebec, K1A 0S5

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Telephone: 613-858-8571  
Facsimile: 819-956-2675  
Email: [Diane.Reynolds@tpsgc-pwgsc.gc.ca](mailto:Diane.Reynolds@tpsgc-pwgsc.gc.ca)

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

### 7.6.2 Project Authority

The Project Authority for the Contract is:

*Insert at contract award*

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

### 7.6.3 Contractor's Representative

*Insert at contract award*

## 7.7 Payment

### 7.7.1 Basis of Payment - Authorized TA, Subject to a Limitation of Expenditure

- a) The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work specified in the authorized TA in accordance with the basis of payment in Annex B to the limitation of expenditure specified in the authorized TA.
- b) Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.
- c) No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:
  1. When it is 75 percent committed, or
  2. Four months before the final delivery date specified in the authorized TA, or
  3. As soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,whichever comes first.
- d) If the notification is for inadequate authorized TA funds, the Contractor must provide to the TA Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

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### 7.7.2 Canada's Total Liability - Cumulative Total of all authorized TAs

- a) Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$*insert at contract award*. Customs duties are included and the 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:
  1. When it is 75 percent committed, or
  2. Four months before the Contract expiry date, or
  3. As soon as the Contractor considers that the sum is inadequate for the completion of the Work requested in all authorized TAs inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure [contract clause (complete), TA subject to a Limitation of Expenditure],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.

### 7.7.3 Method of Payment

H1008C (2008-05-12), Monthly Payment

### 7.7.4 SACC Manual Clauses

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

### 7.7.5 Electronic Payment of Invoices – Contract (if applicable)

The Contractor accepts to be paid using any of the following electronic payment instruments:

- a) Visa Acquisition Card;
- b) MasterCard Acquisition Card;
- c) Direct Deposit (domestic and international);
- d) Electronic Data Interchange;
- e) Wire Transfer (international only);
- f) Large Value Transfer System (over \$25M)

### 7.7.6 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

### 7.7.7 No Responsibility to Pay for Work not performed due to Closure of Government Offices

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

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

## 7.8 Invoicing Instructions

- a) 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.
- b) Each invoice must be supported by:
  1. A copy of time sheets to support the time claimed;
  2. A copy of the release document and any other documents as specified in the Contract;
  3. A copy of the invoices, receipts, vouchers for all travel and living expenses; and
  4. A copy of the monthly progress report.
- c) Invoices must be distributed as follows:
  1. The original must be forwarded to the following email address for certification and payment: [FinanceOmb@forces.gc.ca](mailto:FinanceOmb@forces.gc.ca); and
  2. One copy must be forwarded to the Contracting Authority at the following email address: [TPSGC.PAFacturationZH-APZHInvoicing.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.PAFacturationZH-APZHInvoicing.PWGSC@tpsgc-pwgsc.gc.ca).

## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

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

### 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in *Insert at contract award*.

### 7.11 Priority of Documents

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

- a) The Articles of Agreement;
- b) The general conditions 2035 (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);
- g) Annex E, Sample Microsoft Office Excel Spreadsheet for Period Usage Reports – Contracts with TAs;
- h) Annex F, Non-Disclosure Agreement; and
- i) The Contractor's bid dated *insert the date of the bid*.

## 7.12 Defence Contract

A9006C (2012-07-16), Defence Contract

## 7.13 Foreign Nationals

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor) or  
A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

## 7.14 Insurance

G1005C (2016-01-28), Insurance

## 7.15 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) (<https://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) 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: 2019-01 (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html>) of the Treasury Board Secretariat of Canada.

## 7.16 Dispute Resolution

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>).

## 7.17 Additional Clauses

- a) A9062C (2011-05-16), Canadian Forces Sites Regulations;
- b) A9068C (2010-01-11), Government Site Regulations; and
- c) A9113C (2014-11-27), Handling of Personal Information.

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## ANNEX A STATEMENT OF WORK

### 1.0 TITLE

Research and investigation services for the Office of the Department of National Defence and Canadian Armed Forces Ombudsman.

### 2.0 OBJECTIVES

The Office of the Department of National Defence (DND) and the Canadian Armed Forces (CAF) Ombudsman (the "Office") in Ottawa, Ontario, requires research and investigation services, on an "as and when requested" basis, in support of the Ombudsman's mandate.

The Contractor's resources must:

- a. Conduct research to identify, clarify and/or further develop issues relevant to DND and the Canadian Armed Forces (CAF); and/or
- b. Assist in the planning and conduct of investigations.

### 3.0 BACKGROUND

The Office was created in 1998 by Order in Council to increase transparency in DND and the CAF, as well as to ensure the fair treatment of concerns raised by CAF members, departmental employees, and their families.

The Ombudsman is impartial and independent of the military chain of command and senior civilian management, reporting directly to the Minister of National Defence. The Office itself derives its authority from Ministerial Directives and their accompanying Defence Administrative Orders and Directives.

3.1 The mandate of the Ombudsman is to, on the Minister of National Defence's behalf:

- a. Act as a neutral and objective sounding board, mediator, investigator and reporter on matters related to DND and the CAF;
- b. Act as a direct source of information, referral and education to assist individuals in accessing existing channels of assistance and redress within DND and the CAF; and
- c. Serve to contribute to substantial and long-lasting improvements in the welfare of employees and members of DND and the CAF.

3.2 The Office will:

- a. Identify, review and suggest ways to resolve new and long-standing issues related to programs and services provided by or administered by DND and the CAF;
- b. Review and address complaint by complainants and their representatives related to programs and services provided by or administered by DND and the CAF;
- c. Review systemic matters related to DND and the CAF;
- d. Help complainants access programs and services by providing them with information and referrals;
- e. Be an independent officer who reports directly to the Minister of National Defence;

- f. Make recommendations and help raise awareness of the needs and concerns of complainants; and
- g. Work to build complainant confidence that their views are important.
- 3.3 The Office will not:
- a. Except in compelling circumstance, deal with a complaint if the complainant has not first availed himself or herself of existing mechanisms outlined in section 13(i) of Ministerial Directives;
- b. As per section 14 of Ministerial Directives, investigate any complaint or matter relating to:
- A military judge, court martial or summary trial;
  - The exercise of discretion in laying charges by the chain of command of the CF National Investigation Service or in preferring charges by the Director of Military Prosecutions;
  - Matters which are the exclusive jurisdiction of the Treasury Board as the employer and bargaining agent, under the *Public Service Staff Relations Act*;
  - The review of the foreign signals intelligence and information technology security activities of the Communications Security Establishment;
  - Occurrences prior to June 15, 1998, unless the Minister considers that it is in the public interest;
  - Any legal advice to DND or the CF, employees of DND, members of the CF or the Crown, by a person acting as legal counsel in relation to any matters or any proceeding;
  - Professional conduct and professional standards under the jurisdiction of a Bar of a province; or
  - Military Police that is being dealt with under Part IV of the Act.
- c. Investigate any matter in which there may be an allegation of criminal activity per section 15 of Ministerial Directives; and
- d. Investigate any matter within the jurisdiction of other federal departments.
- 3.4 Any member of Canada's Defence community can approach the Office. This includes:
- Current and former members of the CF (Regular and Reserve Force);
  - Current and former employees of DND;
  - Current and former members of the Cadets;
  - Current and former Non-Public Fund employees;
  - Individuals applying to become a member of the CF;
  - Immediate family members of any of the above-mentioned; and
  - Individuals on exchange or secondment with the CF.

#### 4.0 DEFINITIONS AND APPLICABLE DOCUMENTS

##### 4.1 Definitions

Acronym	Definition
CAF	Canadian Armed Forces
CF	Canadian Forces
Complainant(s)	Members of Canada's Defence community as defined in section 3.4 above
DND	Department of National Defence
NCR	National Capital Region
Office	Office of the Department of National Defence and Canadian Forces Ombudsman

##### 4.2 Applicable Documents

The following documents including any amendments, form part of this Statement of Work to the extent specified herein and are supportive of the Statement of Work:

- a. Legislative and regulatory framework (e.g. National Defence Act (<http://laws-lois.justice.gc.ca/eng/acts/N-5/page-1.html>), Queen's Regulations and Orders (<http://www.forces.gc.ca/en/about-policies-standards-queens-regulations-orders/index.page>));
- b. Mandate (<http://www.ombudsman.forces.gc.ca/en/ombudsman-about-us/mission-mandate.page>);
- c. Ministerial Directives (<http://www.ombudsman.forces.gc.ca/en/ombudsman-about-us/ministerial-directives.page>);
- d. Policy framework (e.g. Defence Administrative Orders and Directives (<http://www.ombudsman.forces.gc.ca/en/ombudsman-about-us/defence-admin-orders-directives.page>));
- e. Annual Reports on the activities of the Office of the Department of National Defence and Canadian Forces Ombudsman (<http://www.ombudsman.forces.gc.ca/en/ombudsman-reports-stats-reports/index.page>);
- f. Accessibility Act (<https://laws.justice.gc.ca/eng/acts/A-0.6/index.html>); and
- g. Treasury Board Contracting Policy (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494>).

## 5.0 DESCRIPTION AND SCOPE OF WORK

### 5.1 Levels of Intervention

The Office has four levels of intervention:

Level 1	Intake	Confirm the facts as presented by the complainant; act as a direct source of information, referral and education; recommend assignment to other levels of intervention.
Level 2	Complaint Analysis	Conduct research and analysis; mediate between complainant and DND/CAF; resolve issues at the lowest level of intervention in a timely manner.
Level 3	Investigations	Conduct research and analysis; mediate, liaise and negotiate between complainant and DND/CAF; prepare findings and recommendations; assist in the identification of systemic issues..
Level 4	Systemic Investigations	Conduct extensive research and analysis; involves complex process, policies, regulations and/or legislative systemic issues; mediate, liaise and negotiate between complainant and DND/CAF; prepare findings, recommendations and written reports.

### 5.2 Scope of Work

For any Task Authorization for Levels 3 and 4 above, the Contractor must also provide the following services:

#### a. Stream 1 - Research Analysis Services

Compare and analyse complaints, policies and procedures, conduct research to support the identification of systemic issues, and prepare analytical reports to assist in understanding the context, framework and development of issues relevant to DND and the CAF.

#### b. Stream 2 - Investigation Services

Researching specific cases or topics and providing advice and/or assisting in the planning and conduct of fact-finding activities, determining fairness of process/policy, conducting interviews, managing case files and preparing preliminary and final reports.

- c. All Work must be done in accordance with the instructions issued by the Project Authority.

## **6.0 TASKS**

### **6.1 Stream 1 - Research Analysis Services**

- a. Review and analyze complaint documents, policies and procedures to identify all factual and systemic issues relevant to programs and services provided by or administered by DND and the CAF;
- b. Prepare a research plan for review and acceptance by the Project Authority. The plan shall identify the key information repositories and sources, their expected relevance to the requested item(s) of research, the expected time required to review the sources, and, where applicable, suggest additional or alternative sources or repositories that should be considered, along with the time required to review these additional sources;
- c. Prepare terms of reference for research related projects,;
- d. Identify relevant primary and secondary sources, and specific materials to be reviewed and analyzed for the purposes of the requested item(s) of research;
- e. Prepare analytical research reports and analysis of the facts based on collected documents, and any other criteria/methodologies required by the Project Authority;
- f. Prepare briefing materials on issues related to the requested item(s) of research for the Project Authority;
- g. Support the Office in the planning, management and quality assurance of research;
- h. Prepare regular status/progress reports on Work done to date, the progress and milestones of the Work;
- i. Be prepared to answer questions and suggest further sources and avenues for all research activities; and
- j. Perform other research analysis functions, as requested by the Project Authority.

### **6.2 Stream 2 - Investigation Services**

- a. Provide support and assistance in planning and conduct of investigations. As required, provide support to the Office in conduct of case management activities (e.g. conduct interviews, potential travel);
- b. Interpret applicable legislation (e.g. the National Defence Act), regulations, policies and directives;
- c. Meet with and interview complainant s, any witnesses related to a complaint, and DND and CAF officials up to the senior levels of involved programs/services;
- d. Write investigation reports and other documents;
- e. Participate in case review and strategy meeting(s) with the Ombudsman Senior Management Committee;
- f. Research and analyze the allegation(s) and circumstances of the complaint(s);
- g. Gather, analyze and store the data, information and evidence, in accordance with the security requirements of the Contract;

- 
- h. Collaborate and consult with the Office to discuss and review legal issue, to advise them of developments or events with respect to investigations, to share expertise and experience, and to collaborate as required; and
- i. Provide other related Investigation functions, as requested by the Project Authority.

#### **7.0 CONSTRAINTS**

- a. The services delivery must be in accordance with all applicable Acts, Codes, Departmental and/or federal government regulations, policies and procedures;
- b. The Contractor must ensure the quality and completeness of all Work submitted to the Office in fulfillment of any Task Authorization;
- c. The Contractor must ensure the neutrality of all deliverables provided;
- d. The Contractor's resource(s) providing the services will be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada;
- e. During the performance of the Contract, the Contractor or their resource(s) must not direct any departmental personnel or other government departments or other organizations or any personnel of any third parties with whom Canada has or intends to contract, to perform any action; and
- f. The Contractor must ensure that their resource(s) do not use Government of Canada or Office designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner lead others to perceive Contractor's resource(s) as being an employee of Canada.

#### **8.0 DEPARTMENTAL SUPPORT**

As required for the successful provision of Research and Investigation Services, the Office will provide the Contractor with the relevant case files and content material, as appropriate and as required, for the completion of Work specified under any Task Authorization.

#### **9.0 DELIVERABLES**

- a. All written material must be provided in hard and/or soft copy as requested by the Project Authority and prepared in accordance with the instructions provided by the Project Authority. Unless otherwise specified, the soft copy must be provided in the current version of the Office's approved desktop software;
- b. In accordance with the activities defined in section "Description and Scope of Work" and the specific requirements of any Task Authorization, deliverables under any resulting Task Authorization may include, but are not limited to:
- i. Stream 1 - Research Analysis Services:
    - Research Plans, including sources and completion timelines;
    - Research and/or Analytical Reports on specified complaints, questions, topics or issues of interest to the Office;
    - Compilation of key documents as source material, bibliography and document collection for future use by the Office (this may include annotation and/or summary); and
    - Literature Review Summaries.
  - ii. Stream 2 - Investigation Services:
    - Investigation Plans, including the proposed methodology and scheduling of tasks and deliverables;
    - Interview Plans, Records of Contact, Analysis Reports, Briefing Documents;

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- Investigation Reports, including the findings, facts and results of the investigation, recommendations, what steps the Ombudsman has taken or may take to address these recommendations; and
  - Draft letters.
- c. Required deliverables, completion schedules, content and format will be specified by the Project Authority, as required, at the time of each Task Authorization issuance; and
- g. All deliverables must be provided in English.

#### **10.0 LANGUAGE OF WORK**

- a. The Contractor and the Contractor's resources must be fluent (listening, speaking, reading and writing) in both or either of Canada's Official Languages (English or French); fluent is equivalent to a Level 8 of the Canadian Language Benchmarks for English and of the Niveaux de compétence linguistique canadiens for French (<https://www.language.ca/overview-of-clb-and-nclc-competency-levels/>). The Contractor and Contractor's resources must provide services:
- i. To the Office in English; and
  - ii. To complainants in both of Canada's official languages, English and French. The language of the Work will be identified in the Task Authorization;
- b. The Contractor must have an established quality assurance process for English and French correspondence and deliverables, including proof reading all correspondence and deliverables.
- c. Canada reserves the right to request the Contractor to evaluate the language proficiency of any of its resources throughout the period of the Contract, at no additional cost to Canada, through one of the approved language test by Immigration, Refugees and Citizenship Canada. Should the evaluation of a Contractor's resource determines that the resource does not meet the language requirement; the Contractor must immediately replace the resource at no additional cost to Canada.

#### **11.0 RESOURCES**

The Contractor must provide a Research Analyst and an Investigator. The estimated level of effort per resource category is 125 hours per year.

#### **12.0 REPORTING REQUIREMENTS**

- a. The Contractor must facilitate and maintain regular communication with the Project Authority regarding the progress of Work completed under any resulting Task Authorization. Specific Contractor reporting requirements will be further identified by the Project Authority, as required, within each Task Authorization;
- b. Upon request from the Project Authority, the Contractor must provide ad hoc written or oral status updates relating to any Work in progress under any Task Authorization; and
- c. In addition, the Contractor must immediately notify the Project Authority of any issues, problems, or areas of concern that could adversely affect the ability of the Contractor to complete the Work specified under any Task Authorization.

#### **13.0 LOCATION OF WORK**

- a. Unless otherwise stated in the Task Authorization, the Contractor's Work must take place primarily at the Office located in the National Capital Region (NCR);

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- b. The Office will provide sufficient office space, general purpose office furniture and EDP equipment/ services (CPU, keyboard, monitor and access to the divisional LAN subject to normal security requirements), for Contractor's resources;
  - c. Furthermore, the Office will provide, subject to normal security requirements, and only to the specified Contractor's resource, access to identified databases or applications resident on the Office computers or networks for the sole purpose of executing the services associated with this Contract. The Office, at its sole discretion, will identify the nature and characteristics of such access;
  - d. All of the above provisions will, in all cases, be subject to the availability of suitable Office facilities in the NCR;
  - e. Due to the uncertain future availability of office facilities in the NCR, the Contractor must be prepared to provide, at no additional cost to Canada, continuous flow of contracted service from their own offices or place of business and adequate work space and office equipment if, for any reason, suitable Office facilities become unavailable; and
  - f. After Contract award, Canada will not consider any requests to amend the Contract to allow the Contractor to recover any costs associated with a change in the location where the required services are provided.

#### **14.0 TRAVEL**

- a. There may be a requirement for the Contractor's resources to travel outside the NCR, the requirement for any travel and trip report (content and format) will be identified in the Task Authorization;
- b. All travel will require prior written approval from the Project Authority and must be in accordance with the *National Joint Council Travel Directive*;
- c. When and as required by the Project Authority, the Contractor's resource must prepare a trip report and provide it to the Project Authority, for review and approval, no later than 10 working days after return from the trip in either hard or soft copy; and
- d. The Contractor and/or their resource must arrange and book the Contractor's resource's travel arrangements.

#### **15.0 MEETINGS**

- a. The Project Authority may call a meeting at any time to resolve urgent matters, and/or resolve any issues or concerns. The time and location will be agreed upon between the Contractor and the Project Authority;
- b. In the event that meetings are required, the Contractor and/or the Contractor's resources must make all necessary preparations in order to actively participate in any meeting convened by the Project Authority; and
- c. The Contractor must maintain a history of all meetings as well as of all incremental changes to action items and submit it to the Project Authority by e-mail when requested.

#### **16.0 ACCESSIBILITY**

Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the Accessible Canada Act, its associated regulations and standards, and Treasury Board Contracting Policy. All the work and deliverables must be developed using Microsoft software and must be written in plain language.

**ANNEX B  
BASIS OF PAYMENT**

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 an all inclusive fixed hourly rate as follows:

Resource Category	Contract Period – Date of Contract for 3 years			Option Period 1	Option Period 2
	Year 1	Year 2	Year 3		
Research Analyst	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>
Investigator	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>	<i>\$insert at contract award</i>

Total Estimated Cost of Professional Fees: *\$insert at contract award*

**2.0 Authorized Travel and Living Expenses**

Concerning the requirements to travel described in the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed outside the National Capital Region (NCR) (defined in the *National Capital Act (R.S.C., 1985, c. N-4)* (<https://laws-lois.justice.gc.ca/eng/acts/N-4/>)), and outside the 100 km radius of the Contractor's place of business or the proposed resource's work location and the work location identified in the task authorization, at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>); and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

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

Total Estimated Cost of Authorized Travel and Living Expenses: *\$insert amount at contract award*

**3.0 Total Estimated Cost: *\$insert amount at contract award***

Solicitation No. - N° de l'invitation  
W3802-210054/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
113zh

Client Ref. No. - N° de réf. du client  
OMB20054

File No. - N° du dossier  
113zh.W3802-210054

CCC No./N° CCC - FMS No./N° VME

## ANNEX C SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>OMB20054</b>
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>Department of National Defence</b>	2. Branch or Directorate / Direction générale ou Direction <b>Ombudsman</b>	
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 Investigators/Research Analysis		
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 <input type="checkbox"/> Yes Non <input type="checkbox"/> 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 <input type="checkbox"/> Yes Non <input type="checkbox"/> 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 type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non <input type="checkbox"/> 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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui		
6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale <b>sans</b> entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> 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 checked="" 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 checked="" 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"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> 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 checked="" 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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Security Classification / Classification de sécurité  
Unclassified



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Government of Canada  
Gouvernement du Canada

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

Special comments:

Commentaires spéciaux : \_\_\_\_\_

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?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  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 RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	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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**ANNEX D**  
**DND626 TASK AUTHORIZATION FORM**

See the attached form.

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**ANNEX E**  
**SAMPLE MICROSOFT OFFICE EXCEL SPREADSHEET**  
**FOR PERIOD USAGE REPORTS – CONTRACTS WITH TAs**

See the attached form.

Solicitation No. - N° de l'invitation  
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**ANNEX F  
NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. W3802-210054/001/ZH between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and the Office of the Department of National Defence and Canadian Forces Ombudsman, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: W38020-210054/001ZH.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**TASK AUTHORIZATION  
AUTORISATION DES TÂCHES**

<p>All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.</p>		<p>Contract no. – N° du contrat</p> <hr/> <p>Task no. – N° de la tâche</p>
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<p><b>TO THE CONTRACTOR</b></p> <p>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.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p><b>À L'ENTREPRENEUR</b></p> <p>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.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location – Expédiez à	<p>_____</p> <p style="text-align: center;">Date</p> <p style="text-align: right;">_____ for the Department of National Defence pour le ministère de la Défense nationale</p>	
Delivery/Completion date – Date de livraison/d'achèvement		
Contract item no. N° d'article du contrat	Services	Cost Prix
	<b>GST/HST TPS/TVH</b>	
	<b>Total</b>	
<p><b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p><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.</p>		
<p>_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</p>		

## Instructions for completing DND 626 - Task Authorization

### Contract no.

Enter the PWGSC contract number in full.

### Task no.

Enter the sequential Task number.

### Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

### Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

### Previous value

Enter the previous total dollar amount including taxes.

### To

Name of the contractor.

### Delivery location

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

### Delivery/Completion date

Completion date for the task.

### for the Department of National Defence

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

### Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/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.





**Summary of all Authorized TAs**

Canada's Total Liability - All TAs	Total Estimated Cost Authorized in all TAs, Applicable Taxes extra	Total Cost Incurred, Applicable Taxes extra -	Total Cost Invoiced, Applicable Taxes extra -	Cumulative Amount of Applicable Taxes	Total Amount Paid, Applicable Taxes included -
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00