



National Defence  
National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**RETURN BIDS BY EMAIL TO:  
RETOURNER LES SOUMISSIONS PAR  
COURRIEL À:**

[DapServicesBidReceiving-  
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Attn : Sharon Sally, DAP 2-3-7

**Proposal To: National Defence Canada**

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

**Proposition à : Défense nationale Canada**

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

<b>Title/Titre</b> Environmental Consultant		<b>Solicitation No – N° de l'invitation</b> W8485-23-SC02/A	
<b>Date of Solicitation – Date de l'invitation</b> 19 October 2022			
<b>Address Enquiries to – Adresser toutes questions à</b>  Sharon Sally DAP 2-3-7 <a href="mailto:DapServicesBidReceiving-DoaServicesReceptionDesSoumissions@forces.gc.ca">DapServicesBidReceiving- DoaServicesReceptionDesSoumissions@forces.gc.ca</a>			
<b>Telephone No. – N° de téléphone</b>  819-939-8990		<b>FAX No – N° de fax</b>	
<b>Destination</b>  455 Boulevard de la Carrière Gatineau, QC			

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

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

<p><b>Solicitation Closes – L'invitation prend fin</b></p> <p>At – à : 2:00 pm Eastern Standard Time (EST) 14:00 Heure Normale de l'Est (HNE)</p> <p>On - le : 18 November 2022 18 novembre 2022</p>
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Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Attachments include the Mandatory and Point-Rated Technical Criteria and the Pricing Schedule.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the DND 626 Task Authorization Form, the Embedded Contractor Letter of Acknowledgement and the Access to DND Computer Systems and Non-Disclosure Agreement.

### **1.2 Summary**

1.2.1 The Department of National Defence requires the services of one (1) Environmental Consultant to provide support to Director Aerospace Equipment Business Management (DAEBM) 2. The Environmental Consultant will perform tasks in support of DAEBM 2's mandate to oversee environmental protection.

1.2.2 It is intended to result in the award of one (1) contract for two (2) years, plus three (3) irrevocable option years allowing Canada to extend the term of the contract.

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

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

Further, when the Contract involves Controlled Goods and the entirety of the contracting activities are performed in a facility operated by the Department of National Defence (DND), the Contractor must sign an acknowledgement letter or follow any other requirements as prescribed by the Contracting Authority. A copy of the Embedded Contractor Letter of Acknowledgement can be found at Annex E.

### **1.3 Debriefings**

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) Standard) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following modifications:

- (a) Section 02, Procurement Business Number is deleted in its entirety.
- (b) Section 05, Submission of Bids – Subsection 3 is deleted.
- (c) Section 05, Submission of Bids – Subsection 4 is amended as follows:  
  
Delete: 60 days  
Insert: 90 days
- (d) Section 06, Late Bids is deleted in its entirety and replaced with the following text: for bids submitted electronically, the late bids will be deleted. Records will be kept documenting the transaction history of all late bids.
- (e) Section 07, Delayed Bids is deleted in its entirety and replaced with the following text: It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- (f) Section 08, Transmission by facsimile by epost Connect, sub-section 1.a and sub-section 2 are deleted in their entirety.
- (g) Section 13, Communications – Solicitation Period is deleted in its entirety and replaced with the following text:  
  
To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.  
  
Canada will submit all significant enquiries received and their replies directly to invited Bidders by electronic mail.
- (h) Section 20, Further Information is deleted in its entirety.

#### 2.1.1 SACC Manual Clauses

SACC Manual clause [A9130T](#) (2019-11-28), Controlled Goods Program – Bid.

## 2.2 Submission of Bids

- (a) Unless specified otherwise in the RFP or otherwise directed by the Contracting Authority, bids must be submitted to the Department of National Defence organization by electronic mail by the date and time indicated on page 1 of the solicitation.
- (b) **Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents **submitted** after the closing time and date will not be accepted.

## 2.3 Former Public Servant – Competitive Bid (*SACC Manual A3025T*) (2020-05-04)

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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

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

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

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

### **2.5 Applicable Laws**

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

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

### **2.6 Conflict of Interest**

The Bidder acknowledges and agrees that under any resultant contract, its performance of the Work may be deemed to be in conflict of interest, real or perceived, for bidding on any future solicitations. For this reason, the Bidder acknowledges and agrees that should it be awarded a contract pursuant to this bid



solicitation, it will be precluded from bidding on any future solicitations on which its resource(s) has participated in the preparation in any of the solicitation documents.

## **2.7 Bid Challenge and Recourse Mechanisms**

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid: one (1) soft copy submitted by e-mail;

Section II: Financial Bid: one (1) soft copy submitted by e-mail; and

Section III: Certifications: one (1) soft copy submitted by e-mail.

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- 1) Use a numbering system that corresponds to that of the bid solicitation;
- 2) Include a title page at the front of each section of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative; and
- 3) Include a table of contents.

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

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

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

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

**3.1.1** Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 2 to Part 4.

#### **3.1.2 Rates – Resources**

Bidders must submit firm rates for all categories of resources listed in Attachment 2 to Part 4.

#### **3.1.3 Exchange Rate Fluctuation**

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

#### **Section III: Certifications**

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

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

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

#### **4.1.2 Financial Evaluation**

The pricing score will be determined in accordance with the Pricing Schedule detailed in Attachment 2 to Part 4.

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

*SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price – Bid.

### **4.2 Basis of Selection - - Lowest Evaluated Price Per Point**

4.2.1 To be declared responsive, a bid must:

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

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

4.2.3 Canada intends to award one (1) contract.

4.2.4 The responsive bid with the lowest bid evaluated price per point will be recommended for award of a contract. In the event two or more responsive bids have the same lowest bid evaluated price per point, the responsive bid that obtained the highest score for PRT3 will be recommended for award of a contract.

### **4.3 Technical Evaluation**

#### **4.3.1 Joint Venture Experience**

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

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can

use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

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

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

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

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

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

that show in total 100 billable days.

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

**Attachment 1 to Part 4, Mandatory and Point-Rated Requirements for the Provision of Environmental Consultant for Director Aerospace Equipment Business Management (DAEBM) 2.**

**Mandatory Technical Criteria**

- 1.1 The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- 1.2 Bids which fail to meet the mandatory technical criteria will be declared **NON-RESPONSIVE** and will not be evaluated further. Each mandatory technical criterion should be addressed separately.
- 1.3 The Bidder's proposal must include a *Curriculum Vitae* for all proposed resource(s). Each *Curriculum Vitae* must fully demonstrate how the proposed resource meets or exceeds each mandatory technical requirement and how the stated qualifications/experience were obtained. Simply listing or stating that a qualification or experience exists will not suffice for the purposes of demonstrated. The *Curriculum Vitae* must include details as to the where, when, month and year through which the stated qualifications/experience were obtained.
- 1.4 For the purposes of this evaluation, the demonstrated experience in the below Mandatory Requirements may happen concurrently. Overlaps in time, however, will only be counted once; e.g., if the resource worked at Company A from July to August 2012 and at Company B from August to October 2012, each month would only be counted once, resulting in a total working time of four (4) months.
- 1.5 Educational qualifications and professional certifications/designations **must** be supported by copies of appropriate documentation (degree, diploma or other verifiable proof). Failure to provide proof of certification/accreditation will result in a bid being declared non-responsive. The list of *recognized* Universities can be found on the Canadian Information Centre for International Credentials Directory, at the following website link: <http://www.cicic.ca/868/Search-the-Directory-of-Educational-Institutions-in-Canada/index.canada>.

<b>Mandatory Technical Criteria (MT) for Environmental Consultant</b>		
<b>Number</b>	<b>Mandatory Technical Criterion</b>	<b>Bid Preparation Instructions</b>
<b>MT1</b>	<p>The Bidder's proposed resource must have a degree from a recognized university with specialization in Environmental Science or Chemistry or Biochemistry.</p> <p>OR</p> <p>The Bidder's proposed resource must have a diploma or degree in Environmental Management and Assessment program having achieved a diploma from a recognized technical institute</p>	<p>The necessary documentation to support the bid in meeting this criterion may include a detailed résumé for the proposed resource(s), providing complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained.</p> <p>The Bidder must provide a copy of the degree or diploma with the bid.</p>
<b>MT2</b>	<p>The Bidder's proposed resource must have a minimum of six (6) months of experience in working in programs or projects related to environmental compliance and/or</p>	<p>The necessary documentation to support the bid in meeting this criterion may include a detailed résumé for the proposed resource(s), providing complete details as to where, when, month and year, and how,</p>

<b>Mandatory Technical Criteria (MT) for Environmental Consultant</b>		
<b>Number</b>	<b>Mandatory Technical Criterion</b>	<b>Bid Preparation Instructions</b>
	environment and or hazardous material management. <ul style="list-style-type: none"> <li>.</li> </ul>	through which activities/responsibilities, the stated qualifications/experience were obtained.  At a minimum, the following must be provided: <ul style="list-style-type: none"> <li>• Name and description of client organization and relevant experience;</li> <li>• Scope, timeframe (from-to dates month/year);</li> <li>• Description of the resource's roles and responsibilities for each project.</li> </ul>
<b>MT3</b>	The Bidder's proposed resource must have a minimum of six (6) months of experience in writing guidance documents and reports related to environment and/or hazardous material management. <ul style="list-style-type: none"> <li>.</li> </ul>	The necessary documentation to support the bid in meeting this criterion may include a detailed résumé for the proposed resource(s), providing complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained.  At a minimum, the following must be provided: <ul style="list-style-type: none"> <li>• Name and description of client organization and relevant experience;</li> <li>• Scope, timeframe (from-to dates month/year);</li> <li>• Description of the resource's roles and responsibilities for each project.</li> </ul>

**2.0 Point Rated Technical Criteria**

- 2.1 Bids that meet all the Mandatory Technical Criteria will be evaluated and scored as specified in the tables inserted below.
- 2.2 The minimum number of points required to be considered responsive is **30 out of 60**. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive.
- 2.3 Each point rated technical criterion should be addressed separately. Unsubstantiated points will be rejected, which may cause the bid to be declared non-responsive.
- 2.4 Points will be allocated to each resource proposed by the Bidder for the education, the certification and the relevant experience. Bidders should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained.

<b>Point-Rated Technical (PRT) Criteria for Environmental Consultant</b>			
<b>PRT #</b>	<b>Point-Rated Technical Criterion</b>	<b>Maximum Points</b>	<b>Point Scale</b>
<b>PRT1</b>	<p>The Bidder's proposed resource must have a degree from a recognized university with specialization in Environmental Science or Chemistry or Biochemistry.</p> <p>OR</p> <p>The Bidder's proposed resource must have a diploma or degree in Environmental Management and Assessment program having achieved a diploma from a recognized technical institute.</p> <p>The Bidder must provide a copy of the degree or diploma with the bid.</p>	20	<p><b>Type of diploma/degree</b></p> <p>Degree from a recognized university with specialization in Environmental Science or Chemistry or Biochemistry. = 20 pts</p> <p>Diploma or degree in Environmental Management and Assessment program having achieved a diploma from a recognized technical institute = 10 pts</p>
<b>PRT2</b>	The Bidder's proposed resource should have more than six (6) months of experience in conducting regulatory impact analyses to ensure compliance with environmental legislation.	20	<p><b>Experience from date of RFP closing:</b></p> <p>&gt; 24 months = 20 pts</p> <p>&gt; 12 months and ≤ 24 months = 10 pts</p> <p>&gt; 6 months and ≤ 12 months = 5 pts</p> <p>≤ 6 months = 0 pts</p>
<b>PRT3</b>	The Bidder's proposed resource should have more than six (6) months of experience identifying, evaluating or managing environmental aspects and impacts related to use of hazardous material, hazardous material management.	10	<p><b>Experience from date of RFP closing:</b></p> <p>&gt; 24 months = 20 pts</p> <p>&gt; 12 months and ≤ 24 months = 10 pts</p> <p>&gt; 6 months and ≤ 12 months = 5 pts</p> <p>≤ 6 months = 0 pts</p>
<b>PRT4</b>	The Bidder's proposed resource should more than six (6) months of experience in writing guidance documents and reports related to environment and/or hazardous material management..	10	<p><b>Experience from date of RFP closing:</b></p> <p>&gt; 24 months = 20 pts</p> <p>&gt; 12 months and ≤ 24 months = 10 pts</p> <p>&gt; 6 months and ≤ 12 months = 5 pts</p> <p>≤ 6 months = 0 pts</p>
Minimum number of points required		<b>30</b>	
Total number of points available		<b>60</b>	

## Attachment 2 to Part 4, Pricing Schedule

The Bidder must complete the pricing schedule below and include it in its financial bid. Canada will declare a bid non-responsive, if the Bidder fails to provide a financial bid for each period. The Bidder must quote all-inclusive fixed daily rates (in Can \$) for each of the resource category identified.

The inclusion of volumetric data in this document 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 addition of any conditions or changes to the pricing schedule tables will render the financial bid non-responsive.

### 1.0 Contract Period and Option Periods

Initial contract period is for approximately two years, plus three (3) one-year irrevocable options allowing Canada to extend the term of the contract.

#### 1.1 The initial contract period is from 01 December 2022 to 30 November 2024 (estimated).

Initial Contract Period:				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Environmental Consultant	SECRET	\$	480 days	\$
Price (excluding taxes)				\$
Applicable taxes				\$
Total				\$

### 1.2 Option Periods

**Option to Extend the Term of the Contract:** This section is only applicable if the optional period is exercised by Canada.



<b>Option Period 1: 01 December 2024 to 30 November 2025 (estimated).</b>				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Environmental Consultant	SECRET	\$	240 days	\$
Price (excluding taxes)				\$
Applicable taxes				\$
Total				\$

<b>Option Period 2: 01 December 2025 to 30 November 2026 (estimated).</b>				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Environmental Consultant	SECRET	\$	240 days	\$
Price (excluding taxes)				\$
Applicable taxes				\$
Total				\$

<b>Option Period 3: 01 December 2026 to 30 November 2027 (estimated).</b>				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Environmental Consultant	SECRET	\$	240 days	\$
Price (excluding taxes)				\$
Applicable taxes				\$
Total				\$

## 2.0 Definition of a Day

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

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

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

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

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

### **5.1 Certifications Required with the Bid**

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

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

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

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

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

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

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

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

#### **5.2.3.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

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

SACC Manual clause A3010T (2010-08-16) Education and Experience

#### **5.2.3.3 Security Requirements**

For Part 6, article 6.1, Security Requirement, of the bid solicitation, for each individual who will require access to classified or protected information, assets or sensitive work sites:

- a) The name of the individual as it appears on the security clearance application form;
- b) Level of security clearance obtained
- c) Validity period of security clearance obtained
- d) Security Screening Certificate and Briefing Form file number

If the Bidder has not included the security information in its bid, the Contracting Authority will provide the Bidder with an opportunity to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

#### **5.2.4.4 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 Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

6.1.1 Before the award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

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](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **6.2 Controlled Goods Requirement**

*SACC Manual* clause [A9130T](#) (2019-11-28) Controlled Goods Program

## **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 at Annex A.

#### **7.1.1 Task Authorization**

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

#### **7.1.2 Task Authorization Process**

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

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

- (a) In this clause,
  - a. "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
  - b. "Minimum Contract Value" means \$5,000.00.
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph c of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

## 7.2 Standard Clauses and Conditions

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

### 7.2.1 General Conditions

[2035](#) (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following modifications:

- (a) Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

### 7.2.2 Conflict of Interest

7.2.2.1 The Contractor and its personnel must immediately inform the Contracting Authority and the Technical Authority of any conflict of interest arising from the acquisition of information during the performance of the Work under this contract that would provide an advantage for the purpose of bidding on, or providing support or counsel, making representations or acting for or on behalf of any bidder, or any member of a bidder's team, with respect to any bid for future DND solicitations.

7.2.2.2 The Contractor is precluded of bidding on any future solicitations on which its resource(s) has participated in the preparation in any of the solicitation documents.

## 7.3 Security Requirements

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

- a). The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- b). This contract includes access to **Controlled Goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
- c). The Contractor/Offeror personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET granted or approved by the CSP, PWGSC.
- d). The Contractor/Offeror MUST NOT remove any CLASSIFIED/PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- e). Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- f). The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - (b) *Contract Security Manual* (Latest Edition).

## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from \_\_\_\_\_ (*fill in start date of the period*) to \_\_\_\_\_ inclusive (*fill in end date of the period*).

### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sharon Sally  
Title: Senior Procurement Officer  
Department of National Defence (DND)  
Directorate of Aerospace Procurement, DAP 2-3-7  
Address: 101 Colonel By Drive  
Ottawa, ON  
K1A 0K2

Telephone: 819-939-8990  
E-mail address: sharon.sally@forces.gc.ca

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

### 7.5.2 Technical Authority

The Technical Authority for the Contract is:  
(*to be specified in resulting contract*)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department of National Defence (DND)  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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

#### **7.5.4 Contractor's Representative** *(to be specified in resulting contract)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

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

#### **7.7 Payment**

##### **7.7.1 Basis of Payment**

The Contractor will be paid for the Work specified in the authorized DND 626 Task Authorization Form, in accordance with the Basis of Payment at Annex B.

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

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

##### **7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

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



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

### **7.7.3 Monthly Payment**

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

## **7.8 Invoicing Instructions**

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

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the invoices, receipts, and vouchers for all direct expenses; and
- (c) a copy of the monthly progress report.

**7.8.2** Invoices must be distributed as follows:

- (a) The original must be submitted electronically to the following two email addresses:
  1. [WGM.DAP2\\_INVOICES\\_DOA2\\_RECU@FORCES.GC.CA](mailto:WGM.DAP2_INVOICES_DOA2_RECU@FORCES.GC.CA)
  2. the email address of the Contracting Authority identified under the section entitled "Authorities" of the Contract

Individual e-mails exceeding five (5) megabytes, or those that include other factors such as embedded macros and/or links, may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Contractor.

Larger invoices may be submitted through more than one e-mail. The Contracting Authority or their delegated individual will confirm receipt of documents. It is the Contractor's responsibility to ensure that the Contracting Authority has received the entire invoice.

The Contractor should not assume that all documents have been received unless the Contracting Authority or their delegated individual confirms receipt of each document.

## **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 Ontario.

### **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 (2022-05-12) for Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, DND 626 Task Authorization Form;
- (g) Annex E, Embedded Contractor Letter of Acknowledgement (ECLA);
- (h) Annex F, Non-disclosure Agreement;
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated \_\_\_\_\_ *(to be completed at contract award)*

## 7.12 Defence Contract

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

## 7.13 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

**OR**

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

## 7.14 Insurance

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

## 7.15 Controlled Goods Program

SACC Manual clause [A9131C](#) (2020-11-19), Controlled Goods Program

SACC Manual clause [B4060C](#) (2011-05-16), Controlled Goods

## 7.16 SACC Manual clauses

SACC Manual clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations applies to and forms part of the Contract.

SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations applies to and forms part of the Contract.

## 7.17 Closure of Government Offices

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

- (a) 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 or early closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation, closure or early closure.
- (b) 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.

### **7.18 Training of Contractor Resources**

7.18.1 The Department of National Defence will provide access to training opportunities and materials for which there is a requirement to perform the work and DND is the sole source of the training.

7.18.2 The Department of National Defence will pay for the initial training (also known as cadre training) as well as direct costs associated with the training. If one of the Contractor's personnel is replaced, then the Contractor must pay for all training costs resulting from the personnel changeover.

7.18.3 The Contractor must obtain written approval by the Technical Authority prior to attending the training. The Contractor's request for training authorization must indicate the course name, purpose, duration, and cost as well as identify any other direct costs associated with the training.

7.18.4 The Contractor will be responsible for making arrangements with the applicable DND facility and training agency. The TA will act as the Contractor's sponsor for this purpose.

### **7.19 Access to DND Computer Systems and 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 Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.

### **7.20 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](#)".

## ANNEX A

### STATEMENT OF WORK

#### FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES FOR THE DIRECTOR AEROSPACE EQUIPMENT BUSINESS MANAGEMENT (DAEBM) 2

#### 1.0 GENERAL

1.1 This Statement of Work (SOW) defines the scope, the deliverables and other conditions that apply for one (1) Environmental Consultant for Department of National Defence (DND)'s Director Aerospace Equipment Business Management (DAEBM) 2. DAEBM 2 forms part of the Director General Aerospace Program Management (DGAEPM), Assistant Deputy Minister (Materiel) [ADM(Mat)], and is charged with overseeing environmental protection.

#### 1.2 Abbreviations and Acronyms

The following abbreviations and acronyms are used in this Statement of Work:

ADM(Mat)	Assistant Deputy Minister (Materiel)
CGCS	Canadian Government Cataloguing System
CFTO	Canadian Forces Technical Orders
DAEBM	Director Aerospace Equipment Business Management
DAOD	Defence Administrative Orders and Directives
DEES	Defence Energy and Environment Strategy
DGAEPM	Director General Aerospace Equipment Program Management
DND	Department of National Defence
DRMIS	Defence Resource Management Information System
FSDS	Federal Sustainable Development Strategy
GGS	Greening Government Strategy
HMRA	Hazardous Materiel Reference Application
SOW	Statement of Work
RDIMS	Records Data Information Management System
TA	Technical Authority

#### 1.3 Applicable Documents

The following documents will be made available by DND during the course of the work:

- a) AF9000 PLUS – Quality Management System
- b) Canadian Environmental Protection Act (CEPA), its registry and regulations
- c) Canadian Forces Technical Orders (CFTOs)
- d) Canadian Government Cataloguing System (CGCS)
- e) DAOD - Defence Administrative Orders and Directives, 3015-0, Green Procurement
- f) DAOD 4003-0, Environmental Protection and Stewardship
- g) DAOD 4003-1, Hazardous Materials Management
- h) Defence Energy and Environment Strategy
- i) Defence Resource Management Information System (DRMIS)
- j) Environmental Directive ED 4003-05 Halocarbon Management
- k) Federal Sustainable Development Act
- l) Greening Government Strategy
- m) Hazardous Materiel Reference Application (HMRA)
- n) Hazardous Products Act and its regulations
- o) Materiel Group Instructions (MGIs) and Materiel Management Instructions (MMIs)
- p) National Pollutant Release Inventory

- q) Records, Document and Information Management System (RDIMS)
- r) Supply Administration Manual - source for DND supply management policy, processes and procedures
- s) The Cabinet Directive on the Environmental Assessment of Policy, Plan and Program Proposals
- t) Workplace Hazardous Material Information System

## **2.0 SCOPE OF WORK**

The DGAEPM Environmental Program supports and contributes to DND's sustainable development objectives. As part of this program, the Defence Energy and Environment Strategy (DEES) aims to reduce energy waste, use cleaner energy, and decrease DND's environmental footprint. Through the DEES, the DND has created green-based initiatives to accomplish its goals. The DEES provides the department with directions to evolve as an environmentally-sustainable organization, better manage energy use and minimize its carbon footprint across a broad spectrum of activities. The DEES supports the Government of Canada's commitments under the Federal Sustainable Development Strategy (FSDS) and Greening Government Strategy (GGS).

The Environmental Consultant must perform tasks in support of DAEBM 2's mandate to oversee environmental protection. These activities include 1) reviewing various technical documents and cataloging systems 2) preparing environmental policy and guidance documents 3) engaging with various stakeholders and 4) providing advice and recommendations.

## **3.0 ENVIRONMENTAL CONSULTANT TASKS**

- 3.1 The Environmental Consultant must assist the Technical Authority (TA) on an "as and when requested" basis with tasks in support of the the management and coordination of DAEBM 2's environmental protection oversight functions.
  - 3.1.1 The Environmental Consultant must complete specific tasks which include, but are not limited to the following:
    - a. Review technical data packages and equipment profiles, technical documents, equipment manuals and other references using Canadian Forces Technical Orders (CFTOs), to identify parts containing hazardous chemicals and chemical products used for maintenance applications;
    - b. Review various cataloguing systems including Canadian Government Cataloguing System (CGCS), Defence Resource Information Management System (DRMIS) and Hazardous Materiel Reference Application (HMRA);
    - c. Prepare environmental policy guidance documents, summaries and reports;
    - d. Conduct regulatory impact analyses to verify compliance with environmental regulations issued by Environment and Climate Change Canada and policy requirements under the Government of Canada, DND, ADM(Mat) and DGAEPM;
    - e. Prepare and review acquisitions and in-service environmental assessment documents by reviewing the CFTOs, the Supply Administrative Manual, environmental regulations and policies, and various cataloguing systems;
    - f. Consult with project managers Weapon System Managers, TAs and manufacturers to identify hazardous material associated with equipment and then provide the TA with recommendations to reduce or mitigate hazardous material risks and negative environmental impacts;
    - g. Review Strategic Environmental Assessment documents, and ensure accuracy of information provided;;
    - h. Provide support to the Divisional Environmental Officer to implement Divisional Environmental Management System by reviewing and updating documents, tracking environmental awareness training records;

- i. Review hazardous materials at the Aerospace Engineering Test Establishment unit to ensure compliance with environmental regulations and policies;
- j. Participate in meetings and provide input, opinions, recommendations, information and data as required;
- k. Assist the Divisional Environmental Officer in ensuring compliance with environmental legislation and policies; prepare guidance documents, summaries and reports;
- l. Assist the Divisional Environmental Officer in development of corrective action plans resulting from non-compliance issues
- m. Maintain technical and other support documentation in the Records Data Information Management System (RDIMS);
- n. Prepare reports related to objectives set under Greening Government Strategy; and
- o. Attend and participate in meetings with various stakeholders.

#### **4.0 DELIVERABLES**

4.1 Environmental Consultant will be required to prepare and submit various deliverables resulting from services provided. Unless otherwise specified by the TA or their designated representative, one (1) soft copy of these deliverables must be provided to the TA or their designated representative using an agreed-upon format. All deliverables are subject to review by the DND TA prior to acceptance and must be complete within acceptable time limits, comprehensive, articulate, clear and with minimal errors.

4.2 These deliverables may include, but are not limited to the following:

- a. Draft / final environmental assessments;
- b. Draft / final audit reports, compliance and conformance reports;
- c. List of equipment and associated hazardous substances;
- d. Guidance documents;
- e. Summary of regulatory impacts;
- f. Reports related to various environmental issues ;
- g. Meeting minutes; and
- h. Other DND correspondence and reports as required.

4.3 Monthly Status Reports. The Contractor's Resource must prepare monthly status reports for work performed in an electronic format acceptable to the TA, to be attached to each invoice. Each monthly status report must document the following information and any additional information required by the TA:

- All significant activities performed during the period covered by the Progress Claim;
- Status of all action/decision items as well as a list of outstanding activities;
- A description of any problems encountered which are likely to require attention by the TA;
- Any recommendations relating to the conduct of the work; and
- Total number of days charged against each task during the covered period.

4.4 In addition to the requirements of the Monthly Progress Reports above, the Contractor's resource must report verbally to the TA any special circumstance or events affecting the provision of the required services.

#### **5.0 LIMITATIONS AND CONSTRAINTS**

5.1 There will be a requirement for the Contractor to access information available exclusively at Canada's facilities located at 455 Boulevard de la Carrière, Gatineau, Québec National Capital Region.

5.1 Decisions concerning revision or definition of policy and budgets, as well as contractual obligations and requirements, are excluded from the contracted services. Contractor's

resources must limit themselves to providing comments and recommendations only to the TA or TA-designated representative on these issues.

- 5.2 All drawings, software codes, reports, data, documents or materials provided to the Contractor's Resource by Canada or produced by the Resource in providing services under the Contract remains the property of Canada and must be used solely in support of this requirement. The Contractor's resource must safeguard the preceding information and materials from unauthorized use and must not release them to any third party, person or agency external to DND without the express written permission of the TA. Such information and material must be returned to the TA upon completion of the services or when requested by the TA.
- 5.4 Correspondence, defined as records of conversation or decisions as well as any written material in any format initiated by the Contractor's Resource, must be submitted to the TA for review/approval. The TA must copied on correspondence released to any section of DND.
- 5.5 The Contractor's Resource must not use Government of Canada or DND designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner that would lead others to perceive the Contractor's resource as being an employee of Canada.
- 5.6 The Contractor's Resource undertakes and agrees to obey and comply with all applicable regulations and orders in effect at the work place. It is the responsibility of the Contractor's resource to become acquainted with applicable regulations and orders and to comply with any changes to the regulations imposed during the duration of the contract.

## **6.0 DND SUPPORT TO THE CONTRACTOR'S RESOURCE**

- 6.1 To aid Contractor's resource in the provision of the required services, the following information, materials, and assistance will be provided by the DND if available and if approved by the TA (or TA-designated representative):
- a. All available and required data and documents deemed necessary by the TA for the provision of services under this SOW;
  - b. Consultation with the TA and other Government specialists as deemed necessary and arranged by the TA;
  - c. Other information, data and assistance available and requested by the Contractor's resource subject to concurrence of the TA.

## **7.0 LOCATION OF WORK**

- 7.1 The services must be provided on-site 455 Boulevard de la Carrière, Gatineau, QC or an alternative location which has been approved by either the TA or their designated representative.
- 7.2 DND will provide sufficient office space, general-purpose office furniture and information technology equipment/services (computer and access to divisional networks subject to normal security requirements) for the contractor personnel. DND, at its sole discretion, will identify the nature and characteristics of such access.
- 7.3 All of the above provisions will, in all cases, be subject to the availability of suitable DND office facilities in the National Capital Region.

## **8.0 CONTRACTOR MANAGEMENT OF THE CONTRACT**

- 8.1 The Contractor's Resource must actively participate in the overall management of all activities related to this statement of work in order to minimize the effort required by DND to manage the requirement.
- 8.2 The Contractor Resource is responsible for all work produced under this contract, including completeness, accuracy and adherence to all relevant safety and environmental regulations, rules and good practices.

8.3 The Contractor's Resource must maintain an electronic library of work in progress, delivered items and review comments, and must perform version control.

## **9.0 TRAVEL AND LIVING**

9.1 The Contractor's Resource is not required to travel.

## **10.0 MEETINGS**

10.1 The Contractor's Resource must make all necessary preparations in order to actively participate in any meeting convened by the TA. This may take the form of an informal discussion or formal presentation, as deemed appropriate by the TA.

10.2 If required by the TA, the Contractor's Resource must prepare minutes of all discussions and/or record of decisions of the meeting(s) and must provide them to the TA, for review and approval.

10.3 The Contractor's Resource must maintain a history of all meetings as well as all incremental changes to action items and submit it to the TA when requested.

## **11.0 LANGUAGE OF WORK**

11.1 The resource must be fluent in the English language. Fluent means that the individuals must be able to communicate orally and in writing without any assistance and with minimal errors.

11.2 All work, including tasks and deliverables, must be in English.



**ANNEX B**

**BASIS OF PAYMENT**

During the period of the Contract, the Contractor will be paid as specified below.

**1.0 Contract Period and Option Periods**

**1.1 The initial contract period is from 01 December 2022 to 30 November 2024 (estimated).**

Initial Contract Period: (estimated).				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Environmental Consultant	SECRET	\$	480 days	\$
Price (excluding taxes)				\$
Applicable taxes				\$
Total				\$

**1.2 Option Periods**

**Option to Extend the Term of the Contract:** This section is only applicable if the optional period is exercised by Canada. During the option period specified below, the Contractor will be paid as follows:

Option Period 1: 01 December 2024 to 30 November 2025 (estimated).				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Environmental Consultant	SECRET	\$	240 days	\$
Price (excluding taxes)				\$
Applicable taxes				\$
Total				\$

<b>Option Period 2: 30 November 2025 to 19 November 2026 (estimated).</b>				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Environmental Consultant	SECRET	\$	240 days	\$
Price (excluding taxes)				\$
Applicable taxes				\$
Total				\$

<b>Option Period 3: 01 December 2026 to 30 November 2027 (estimated).</b>				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Environmental Consultant	SECRET	\$	240 days	\$
Price (excluding taxes)				\$
Applicable taxes				\$
Total				\$

## 2.0 Definition of a Day

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

3.0 Customs and Duties are included and applicable taxes are extra

**ANNEX C**

**SECURITY REQUIREMENTS CHECK LIST**



Contract Number / Numéro du contrat W8485-23-SC02
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		Departmental of National Defence	
2. Branch or Directorate / Direction générale ou Direction DND / ADM(Mat) / DGAEPM / DAEBM 2			
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 Director Aerospace Equipment Business Management (DAEBM) 2 requires an Environmental Consultant to perform tasks in support of departmental objectives that seek to include sustainable development, adaptation to climate change and resilience into Materiel Acquisition and Support (MA&S) activities.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada	<input 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"/>
Not releasable À ne pas diffuser	<input type="checkbox"/>		
Restricted to: / Limité à:	<input type="checkbox"/>	Restricted to: / Limité à:	<input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A	<input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	<input type="checkbox"/>
PROTECTED B PROTÉGÉ B	<input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE	<input type="checkbox"/>
PROTECTED C PROTÉGÉ C	<input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/>	NATO SECRET NATO SECRET	<input type="checkbox"/>
SECRET SECRET	<input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/>
TOP SECRET TRÈS SECRET	<input type="checkbox"/>		
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	<input type="checkbox"/>		
		PROTECTED A PROTÉGÉ A	<input type="checkbox"/>
		PROTECTED B PROTÉGÉ B	<input type="checkbox"/>
		PROTECTED C PROTÉGÉ C	<input type="checkbox"/>
		CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>
		SECRET SECRET	<input type="checkbox"/>
		TOP SECRET TRÈS SECRET	<input type="checkbox"/>
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	<input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat W8485-23-SC02
Security Classification / Classification de sécurité UNCLASSIFIED

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

Special comments:  
Commentaires spéciaux : Embedded Contractor

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat W8485-23-SC02
Security Classification / Classification de sécurité UNCLASSIFIED

**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	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

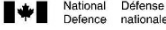
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

**ANNEX D**

**DND 626 TASK AUTHORIZATION FORM**

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

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

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

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

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

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

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

**To**  
Name of the contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**À**  
Nom de l'entrepreneur.

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

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

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

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

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

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

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

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

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

## ANNEX E

### EMBEDDED CONTRACTOR LETTER OF ACKNOWLEDGEMENT

Name of Person (contractor): \_\_\_\_\_

Name of Company: \_\_\_\_\_

DND Contract Number: W8485-23-SC02

You have been identified by the Canadian Department of National Defence (DND) as an “embedded contractor” with a need to examine, possess or transfer controlled goods and/or controlled technical data as defined in the DAOD 3003-0 regarding controlled goods. “Embedded contractors” are specifically identified individuals under contract to DND working under the day-to-day direction and control of the DND, within a DND establishment.

In accordance with the DAOD 3003-1, Management, Security and Access Requirements Relating to Controlled Goods, “embedded contractors” are permitted to have access to controlled goods and/or controlled technical data on the same basis as DND personnel on the condition that certain criteria are met. Your initials are required next to each of the following items to confirm that you, as an individual, meet these criteria:

- a. You, or your parent company, is registered, or exempt from registration, with the Controlled Goods Directorate at Public Works and Government Services Canada (PWGSC – CGD):
  - i. Company Name: \_\_\_\_\_
  - ii. Registration #: \_\_\_\_\_
  - iii. Registration Expiry Date: \_\_\_\_\_
- b. You have a specific need to know; and
- c. You maintain a Level II (Secret) clearance issued by the Government of Canada.

By receiving this permission to access controlled material within DND when such access is required, you are under an obligation to comply with all elements of the DAOD 3003-1 with respect to the handling and safeguarding of controlled goods. You are also required to complete all applicable training on controlled goods.

As an “embedded contractor” in DND, you are not permitted to disclose controlled goods or technical data to anyone other than authorized DND personnel who have a need to know, and have a minimum SECRET level clearance. This includes other individuals who have been identified as embedded contractors. You **MUST NOT** disclose or transfer controlled goods including controlled technical data to any outside third parties, including the company employing you or contracting for your services, unless authorized by the CTAT Office. Non-compliance with the terms of the DAOD 3003-1 and this letter may result in the denial to access controlled goods/technical data and/or may be considered a default under your current contract and may be subject to violations under the *Defence Production Act* (DPA).

By signing below, you acknowledge your obligations and responsibilities as an embedded contractor in DND with respect to controlled goods.

I, the undersigned, hereby agree to abide by the terms of this letter and the DAOD 3003.

Signature \_\_\_\_\_

Name of Contractor (Print) \_\_\_\_\_

Date \_\_\_\_\_

Name of CO/Manager (Print) \_\_\_\_\_



## ANNEX F

### ACCESS TO DND COMPUTER SYSTEMS AND NON-DISCLOSURE AGREEMENT

1. For purposes of carrying out its work under the Contract, the Contractor and its personnel as required, whether as employee, subcontractor, agent, or otherwise, must be given access to the DND Enterprise Resource Planning (ERP) application known as the Defence Resource Management Information System (DRMIS), also sometimes referred to as either one of its parent applications, the Financial Management Accounting System (FMAS) or the Materiel Acquisition and Support Information System (MASIS). The specific User Roles within DRMIS to which the Contractor must have access to carry out its work under the Contract are listed in Addendum 1 to Appendix 1 of this Annex. In performance of the work, the Contractor agrees that it and its personnel will restrict their use of and access to only the DRMIS data and associated data tables which are required to carry out the Work under the Contract and which reside in the DRMIS modules listed in the DRMIS modules listed in Addendum 1 to this Annex. The Contractor also agrees that neither it nor any of its personnel will access any information or data from DRMIS that is not specifically required to perform the work under the Contract nor use or disclose any such information or data for any purpose whatsoever. The Contractor agrees that it will by contract subject its subcontractors at any tier and agents who have access to DRMIS to the same obligation and restriction before any of them is permitted to access the DRMIS system.
2. The Contractor must require every individual personnel performing Work pursuant to the Contract and who will be given access to DRMIS to sign the Access and Non-Disclosure Agreement attached at the Appendix 1 to this Annex. The Contractor must deliver each such Access and Non-Disclosure Agreement to the Technical Authority before the individual personnel is permitted to access DRMIS.
3. The Contractor agrees to notify the Contracting Authority immediately when the Contractor becomes aware of any actual or potential breach of this Annex or of an Access and Non-Disclosure Agreement, including the name or names of the persons who have committed or have planned to commit a breach and all information that the Contractor is reasonably able to obtain as to the nature of the breach and the data in DRMIS that was accessed in breach of the Contract or the Agreement. The Contractor must immediately transmit to the Contracting Authority any notice it receives from a subcontractor at any tier of any breach or potential breach.
4. The Contractor agrees that where it becomes aware that any of its personnel or the personnel of any subcontractor at any tier have breached this Annex (or the equivalent in a subcontract at any tier) or an Access and Non-Disclosure Agreement, or have been given access to DRMIS without having been required to sign the Access and Non-Disclosure Agreement, and unless Canada determines that no advantage to a bidder in a procurement could have resulted from the breach, the Contractor must, for a period of two (2) years commencing on the date of the last possibility of access to DRMIS by that person, not use the services of or information from that person in preparing, participating in, or advising on any bid in a competitive procurement by Canada in which unauthorized access to DRMIS could provide an advantage to a bidder. The restriction in the preceding sentence applies as well to any bid of a subcontractor at any tier whose personnel is responsible for the breach, or to any bid in which the subcontractor at any tier, as applicable, is a participant, subcontractor or provides advice or assistance to a bidder. The Contractor agrees that Canada may, in a call for tenders or Request for Proposal for any such competitive procurement, provide that all bidders must certify that they have not, in the preparation of a bid, used the services of or information from a person who has committed a breach referred to in this paragraph whose name will be listed in the tender call or Request for Proposal documents.
5. The Contractor agrees that if Canada receives or discovers credible evidence, in the sole opinion of Canada, of a breach of this Annex or of an Access and Non-Disclosure Agreement, or such evidence sufficient to create a reasonable apprehension of such a breach that, in Canada's sole

opinion, if known would present a significant risk of a successful legal challenge to a competitive procurement, Canada will have sufficient grounds for disqualification of any bid of the Contractor or in which the Contractor is a participant, subcontractor or advisor, or if a contract has already been awarded to the bidder of such a bid, Canada will have sufficient grounds to terminate that contract for default. The Contractor will ensure that all subcontractors at any tier are aware of and bound by this provision and paragraph 6 below in relation to procurement by Canada or a contract awarded by Canada.

6. The remedies in paragraph 5 above are not applicable to a breach described in paragraph 4 above by personnel unless the conditions of paragraph 5 are met, and either (a) the breach was directed, requested or condoned by the Contractor's or subcontractor's management or supervisor of the personnel, as applicable, or (b) the Contractor or subcontractor, as applicable, has used or contributed in a bid information obtained as a result of such a breach, or has otherwise benefitted from the breach.
7. Canada has the right to monitor and record all activities associated with the use of DND computer systems.
8. Canada may, on written notice to the Contractor at least five (5) days before the effective date of the modifications, unilaterally make modifications to Appendix 1 to this Annex. Prior to the effective date of the modifications, the Contractor must deliver a copy of the revised Appendix 1 to its subcontractors at any tier who have access to DRMIS, and to its personnel who have access to DRMIS. On the effective date identified in the notice from Canada, regardless of whether the Contractor delivers a copy of the revised Appendix 1 to the affected parties, the revised Appendix 1 will come into effect for purposes of this Annex and all affected subcontracts and all Access and Non-Disclosure Agreements.

## APPENDIX 1 TO ANNEX F, ACCESS AND 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 provided by or on behalf of Canada in connection with the work pursuant to Contract Serial No. W8485-23-SC02 between Her Majesty the Queen in right of Canada, represented by the Minister of National Defence and \_\_\_\_\_ ("Prime Contractor"), including information that may be confidential or proprietary to third parties, and information conceived, developed or produced as part of the work under the contract. For the purposes of this agreement, information includes but is not limited to: any documents, specifications, 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 if I have been given access to the DND Enterprise Resource Planning (ERP) application known as the Defence Resource Management Information System (DRMIS), also sometimes referred to as either one of its parent applications, the Financial Management Accounting System (FMAS) or the Materiel Acquisition and Support Information System (MASIS), I will restrict my use of and access to the system only to the DRMIS data and associated data tables which are required to carry out the work under the contract, and which reside in the DRMIS modules listed in the Schedule of DRMIS roles of this this agreement. I agree that I will not access any information or data from DRMIS that is not specifically required to perform the work under the contract.

I agree that modifications to the Schedule of DRMIS roles may be made unilaterally by Canada and that the modifications shall be effective on the date determined by Canada provided that notice of the modifications has been provided to the prime contractor \_\_\_\_\_ at least five (5) days prior to the effective date.

I acknowledge that Canada has the right to monitor and record all activities associated with the use of DND computer systems.

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 or any information from the DRMIS system to any person other than a person employed by my employer or Canada who has a need to know for purposes of carrying out the work under the contract. I undertake to safeguard the same and take all necessary and appropriate measures required by my employer, 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 agree that any information provided to my employer by or on behalf of Canada must be used solely for the purpose of the work under the contract and will remain the property of Canada or a third party, as the case may be.

In addition to any remedies against me at law, I have been advised by my employer that, if it is demonstrated that I have breached this agreement, I may be prevented for a period of time from working on any bid in certain future competitive procurements by Canada.

I agree that the obligations of this agreement will survive the completion of the Contract Serial No.: W8485-23-SC02.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ADDENDUM 1 to APPENDIX 1 to ANNEX F, SCHEDULE OF DRMIS ROLES**

DRMIS Roles, if applicable, will be determined once the contractor resource commences work.