

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada

**Electronic Copy:** 

soumissionsbids@ec.gc.ca

BID SOLICITATION
DEMANDE DE SOUMISSONS

PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA

We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.

## SOUMISSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA

Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s). Title - Titre

Socio-Economic study on the transition from PFAS-containing firefighting foams to alternatives in Canada

EC Bid Solicitation No. /SAP No. –  $N^{\circ}$  de la demande de soumissions EC /  $N^{\circ}$  SAP

5000076197

Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)

2024.02.05

Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)

at – à 15:00 on – le 2024.02.20

F.O.B – F.A.B

Destination

Address Enquiries to - Adresser toutes questions à

Alyssa Festeryga
alyssa.festeryga@ec.gc.ca

**Telephone No. – Nº de téléphone** 902-201-4251

Fax No. – Nº de Fax

Solicitation: 5000076197

Time Zone - Fuseau

horaire

15:00 ET

Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)

See herein.

**Destination of Services / Destination des services**National Capital Region

Security / Sécurité

There is a security requirement associated with this solicitation.

Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur

(Insert-Ajouter)

**Telephone No. – N° de téléphone** (Insert-Ajouter)

Fax No. – N° de Fax (Insert-Ajouter)

Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) /

Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature

Date



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# **List of Attachments:**

Attachment 1 to Part 3, Financial Bid Presentation Sheet Attachment 1 to Part 4, Mandatory Technical Criteria And Point Rated Technical Criteria

#### **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
- 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 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 Financial Bid Presentation Sheet, Mandatory Technical Criteria And Point Rated Technical Criteria

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist.

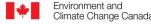
#### 1.2 Summary

- 1.2.1 Environment and Climate Change Canada (ECCC) has a requirement for a study that includes socio-economic data and information on the transition from per- and polyfluoroalkyl substances (PFAS) containing firefighting foams to alternatives in Canada. The socio-economic data and information are required by ECCC and Health Canada to assess appropriate regulatory and/or non-regulatory controls to minimize environmental and human exposure to the class of PFAS from firefighting foams as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from Contract Award Date to August 30, 2024.
- There is a security requirement 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.tpsgcpwgsc.gc.ca/esc-src/introduction-eng.html) website".

- 1.2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2004.
- For services requirements, bidders in receipt of a pension or a lump sum payment must 1.2.4 provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

#### 1.3 **Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of 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 PSPC/PWGSC Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditionsmanual) 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 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number"

Insert: "Deleted"

# **At Section 02 Procurement Business Number**

**Delete:** In its entirety Insert: "Deleted"

## At Section 05 Submission of Bids, Subsection 05 (2d):

**Delete:** In its entirety

Insert: "send its bid only to Environment and Climate Change Canada as specified on page 1 of

the bid solicitation or to the address specified in the bid solicitation;"

#### At Section 06 Late Bids:

Delete: "PWGSC"

Insert: "Environment and Climate Change Canada"

### At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment and Climate Change Canada"

## At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

## At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

**Delete:** In their entirety

Insert: "Deleted"

# At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: "the Procurement Business Number of each member of the joint venture,"

Insert: "Deleted"

## At Section 20 Further Information, Subsection 20 (2):

**Delete:** In its entirety

Insert: "Deleted"

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

#### 2.2. **Submission of Bids**

Bids must be submitted to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the bid solicitation.

#### 2.3. Former Public Servant - Competitive Bid

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

## **Definitions**

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

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

<u>Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension</u> Plan Act, R.S., 1985, c.C-8.

# Former Public Servant in Receipt of a Pension

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

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

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

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

### **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.

## 2.4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five 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. **Bid Challenge and Recourse Mechanisms**

## **Bid Challenge and Recourse Mechanisms**

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

#### PART 3 - BID PREPARATION INSTRUCTIONS

#### 3.1. **Bid Preparation Instructions**

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

Technical Bid (1 soft copy in PDF format). Section I:

Section II: Financial Bid (1 soft copy in PDF format).

Section III: Certifications (1 soft copy in PDF format).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (http://www.tpsqc-pwqsc.qc.ca/ecologisation-greening/achatsprocurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

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

#### Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca

Attention: Alyssa Festeryga Solicitation Number: 5000076197

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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

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

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

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

- Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 3.1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- Bidders must submit their price FOB destination; Canadian customs duties and excise 3.1.3 taxes included, as applicable; and Applicable Taxes excluded.

#### 3.1.4 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for milestone of the Work, as applicable:

(a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: http://laws-lois.justice.gc.ca/eng/acts/N-4/;")
- (ii) travel between the successful bidder's place of business and the NCR; and
- (iii) the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.
- **3.1.5** Bidders should include the following information in their financial bid:
- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into

communications with Canada with regards to their bid; and any contract that may result from their bid.

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.



# **ATTACHMENT 1 TO PART 3 -**FINANCIAL BID PRESENTATION SHEET

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid.

Milestone (A)	Deliverable (B)	Due Date (C)	Amount of Total
			Professional
			Fees (D)
1	Methodology Report	1 Week after Contract Award Date	(3)
2	Preliminary	12 Weeks after the Acceptance of the	
	Report	Methodology Report by ECCC's Project Authority	
3	Final Report	4 Weeks after the Acceptance of the Preliminary Report by ECCC's Project Authority	
4	Oral	2 Weeks after the Acceptance of the Final Report	
	Presentation	by ECCC's Project Authority	
		Subtotal (E)	
		Taxes (F)	
		Total (G)	

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.

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1. Evaluation Procedures

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

#### 4.2. Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

## 4.2.1 Technical Evaluation

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

## 4.3. Financial Evaluation

# 4.3.1 Mandatory Financial Criteria

	Mandatory criteria	Met/Not Met	Reference to Page in Proposal (Bidder to Insert)
MF1	Environment and Climate Change Canada has established funding for this project at a maximum amount of \$75,000.00 (in Canadian dollars) – excluding taxes – for professional services.		

### 4.3.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

For evaluation purposes only, the price of the bid will be determined as follows:

**4.3.2.1.** The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

**4.3.2.2.** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.

#### 4.4 Basis of Selection

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 18 points overall for the technical evaluation criteria which are subject to point rating.
    - The rating is performed on a scale of 30 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Ev	valuated Price	\$55,000.00	\$50,000.00	\$45,000.00
Coloulations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2 <sup>nd</sup>



# **ATTACHMENT 1 TO PART 4,** MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

The Bid must meet the Mandatory Criteria specified below. The Bidder must provide the necessary documentation to support compliance.

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the Mandatory requirements will render the Bidder's proposal non-responsive and will not be given further consideration.

Mandatory Technical criterion not addressed will be considered as "Not Met".

	Mandatory Criteria				
Number	Mandatory Criteria	Met/Not Met	Demonstrated Compliance		
<b>M</b> 1	<ul> <li>The Bidder must provide a Work Plan with their Bid that demonstrates how the Bidder can meet Section 3, Requirements, of the Statement of Work (SOW).</li> <li>The Work Plan must include: <ol> <li>An overview and understanding of the project requirements.</li> <li>The Bidder's approach and a detailed description of the methodology used to carry out the tasks to achieve project objectives, including a description of the Bidder's approach to undertake quantification and analysis.</li> <li>Identification of the Project Manager and a description of the tasks assigned to each of the Project Team.</li> <li>A detailed description of time allocation, tasks, and scheduling.</li> </ol> </li></ul>				
M2	Using 2 separate Projects for Client Organizations the Bidder must demonstrate the Project Manager's experience conducting technical and/or socio-economic background studies of toxic substances.  Submission Requirement:  • Each Project cited must have occurred within the last 120 months as of the Date of Bid Closing.  For each Project cited the Bidder must provide a project description of no more than 1 page that includes the following.  1. Project title 2. Client name (if available) 3. Industry sector 4. Planned start and end dates (month / year)				

<ol><li>Actual start and end date</li></ol>	es (month / year)	
<ol><li>Planned dollar value in C applicable taxes</li></ol>	Canadian including	
<ol><li>Actual dollar value in Car applicable taxes</li></ol>	nadian including	
8. Brief description of the w	vork performed	
<ol> <li>Scope, including the topi nature of the services pro methodologies and appro 10. Lessons learned</li> </ol>	ovided, and the	

Each Technical Bid that meets all the Mandatory Requirements specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria tables.

Point rated technical criterion not addressed will be given a score of zero.

	Point Rated Criteria				
Numbe r	Point Rated Criteria	Max Points	Demonstrated Compliance	Points Received	
PR1	At least one member of the Project Team has experience managing and/or handling chemicals* within the last 120 months, as of the Date of Bid Closing, within the following industries.  1. Civil Aviation 2. Military aviation 3. Chemical Industry 4. Oil & Gas Industry 5. Municipal fire services  *The managing and/or handling of chemicals includes activities such as the use and generation of chemicals in a safe manner; acquiring, inventorying, tracking, and storing chemicals; as well as their disposal, transfer, transport, and elimination.  Submission Requirement:  • To be allocated points, each Project cited must have a minimum duration of 6 months.	5	Compilance	Neceived	
	To demonstrate this experience the following information must be identified in the Project Team Member's curriculum vitae (c.v.) for each Project cited.  1. Project title 2. Client name (if available) 3. Industry sector 4. Start and end dates 5. Brief description of the work performed 6. Role and responsibility of the Project Team Member  Point Allocation:  • 1 point per Project up to a maximum of 5 points.				

following Activities.  1. Researching industrial uses of chemicals  2. Process/lifecycle analysis  3. Surveying stakeholders  4. Identifying and comparing potential substitutes and alternatives  5. Estimating potential socioeconomic impacts  Submission Requirement:  • To be allocated points, each Project cited must have a minimum duration of 6 months.  To demonstrate this experience the following information must be identified in the Project Team Member's curriculum vitae (c.v.) for each Project cited.  1. Project title  2. Client name (if available)  3. Industry sector  4. Start and end dates  5. Brief description of the work performed  6. Role and responsibility of the Project Team Member  Point Allocation:  • 2 points per Activity up to a maximum of 10 points.
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PR3	The Bidder should demonstrate the highest level of education achieved by the Project Team in the following fields.  1. Technical fields involving fire protection, such as fire safety engineering, chemical engineering, fire safety science, or another relevant field.  2. Environmental chemistry, such as environmental contaminants and pollution.  3. Economics or statistics.  Proof of education or professional accreditation must be provided with the bid.  Point Allocation:  1 point per College or CEGEP Diploma/Certificate  3 points per Undergraduate Degree  5 points per PhD or Graduate Degree	15	
	60% Required to pass Total Points	18 points 30 points	

#### **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

#### 5.1. **Certifications Required Precedent to Contract Award**

## **Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

## 5.1.2. 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 website (https://www.canada.ca/en/employment-social-development/programs/employmentequity/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. **Additional Certifications Required Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

## 5.2.1. Status and Availability of Resources

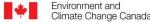
The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's

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. Failure to comply with the request may result in the bid being declared non-responsive.

# 5.2.2. Education and Experience

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



## PART 6 - SECURITY AND OTHER REQUIREMENTS

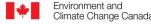
#### 6.1. **Security Requirement**

- (a) At the date of bid closing, the following conditions must be met:
  - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses:
  - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
  - the Bidder must provide the name of all individuals who will require access to (iii) classified or protected information, assets or sensitive work sites:
- (b) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program (http://ssi-iss.tpsgcpwgsc.gc.ca/index-eng.html) website.

#### 6.2. **Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the contract.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



# PART 7 - RESULTING CONTRACT (at contract award, delete this line)

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. (at contract award, delete this sentence and add the title of the requirement)

**Title:** (insert only at contract award)

#### 7.1. Statement of Work

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

#### 7.2. **Standard Clauses and Conditions**

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

## 7.2.1 General Conditions

2035 (2022-12-01), General Conditions - Professional Services (High Complexity), as modified below, apply to and form part of the Contract.

## 7.2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4006 (2010-08-16), Contractor to own Intellectual Property Rights in Foreground Information

#### 7.2.3 Specific Person(s)

The Contractor must provid	the services of the following person(s) to perform the Work a
stated in the Contract:	(insert name(s) of person(s)).

#### 7.3. **Security Requirement**

7.3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

The Contractor/Offeror MUST adhere to the following clauses:

- 1. The Contractor/Offeror personnel requiring access to **PROTECTED A or B** information, assets or sensitive site(s) MUST EACH hold a valid personnel security screening at the level of RELIABILITY STATUS (CSM 4.2), granted or approved by ECCC or the CSP/PSPC.
- The Contractor/Offeror MUST use the ECCC provided or specified IT system(s) to create, process and store **PROTECTED** information and to access ECCC information systems. The ECCC provided IT System(s) must be used at a location within Canada. Organizations must not use their own IT system in support of this contract to store/process/create protected or classified information; to do so will constitute a breach of one or more of the terms of this contract.

- 3. The Contractor/Offeror MUST ensure that their personnel have been briefed on their responsibilities for the handling and safeguarding **PROTECTED** information and assets and comply with Chapter 6 and Annex C of the Contract Security Manual.
- 4. The Contractor/Offeror MUST report to ECCC any security incidents and changes in circumstances and behaviors<sup>1</sup> that may impact the ability of the Contractor/Offeror to maintain the confidentiality of ECCC provided protected information.
- 5. Subcontracts which contain security requirements MUST NOT be awarded without the prior written permission of CSP/PSPC or ECCC.

#### 7.4. Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to August 30, 2024, inclusive.

#### 7.5. Authorities

# 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Alyssa Festeryga

Title: Team Manager, Procurement - Operations Atlantic

Environment and Climate Change Canada Procurement and Contracting Division

Address: 45 Alderney Dr, Dartmouth, NS, B2Y 2N6

Telephone: 902-201-4251

E-mail address: alyssa.festeryga@ec.gc.ca

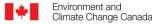
The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions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

## 7.5.2 Project Authority [to be completed at contract award]

Name: \_\_\_\_\_\_
Title: \_\_\_\_\_
Organization: \_\_\_\_\_
Address: \_\_\_\_\_
Telephone: \_\_\_\_-\_\_\_
E-mail address: \_\_\_\_\_

The Project Authority for the Contract is:

<sup>&</sup>lt;sup>1</sup> Reporting incidents: https://www.tpsgc-pwgsc.gc.ca/esc-src/protection-safeguarding/signalement-reporting-eng.html



In its absence, the Project Authority is:
Name: Title: Organization: Address:
Telephone:E-mail address:
The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
7.5.3 Contractor's Representative [to be completed at contract award]  Name:  Title:  Organization:  Address:
Telephone:E-mail address:
7.6. Proactive Disclosure of Contracts with Former Public Servants [to be updated at contract award]
By providing information on its status, with respect to being a former public servant in receipt of a <i>Public Service Superannuation Act</i> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.
7.7. Payment
7.7.1 Basis of Payment
In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.
Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

# 7.7.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

Climate Change Canada Changement climatique Canada Solicitation: 5000076197

### 7.7.3 Time Verification

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

#### 7.8. **Invoicing Instructions**

#### 7.8.1 **Milestone Payments**

- 7.8.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:
- an accurate and complete claim for payment and any other document required by the (a) Contract have been submitted in accordance with the invoicing instructions provided in the Contract:
- (b) all such documents have been verified by Canada;
- all work associated with the milestone and as applicable any deliverable required have (c) been completed and accepted by Canada.

## 7.8.2 SACC Manual Clauses

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

#### 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 [to be completed at contract award]

The Contract must be interpreted and gov	verned, and the relations between the parties
determined, by the laws in force in	

## 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 supplemental general conditions 4006 (2010-08-16), Contractor to own Intellectual Property Rights in Foreground Information;

Environment and

Solicitation: 5000076197

- c) the general conditions 2035 (2022-12-01), General Conditions Professional Services (High Complexity);
- d) Annex A, Statement of Work,
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;

g)	the Contractor's b	oid dated	, (insert da	ate of bid) (If	the bid was	clarified or
	amended, insert a	at the time of	contract awar	d:", as clarifie	ed on	" <i>or</i> ",as
	amended on	" and ins	sert date(s) of	clarification(s	s) or amend	ment(s)).

#### 7.12. Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

#### 7.13. **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

#### 1. Title

Socio-Economic study on the transition from PFAS-containing firefighting foams to alternatives in Canada

## 2. Scope

## 2.1. Introduction

The Government of Canada is considering activities that would address per- and polyfluoroalkyl substances (PFAS) as a class rather than as individual substances or in smaller groups.

On May 20, 2023, the Government of Canada published a Draft State of Per- and polyfluoroalkyl substances (PFAS) Report and a Risk Management Scope for Per- and Polyfluoroalkyl Substances (PFAS) for a 60-day public comment period. The related notice was published in the Canada Gazette, Part I: Vol. 157, No. 20 - May 20, 2023.

The draft report provides the basis for a class-based approach to inform decision-making on PFAS in Canada. The report also proposes to conclude that PFAS as a class are harmful to human health and the environment.

The Risk Management Scope states that one of the options under consideration by the Government of Canada is to establish regulatory and/or non-regulatory controls to minimize environmental and human exposure to the class of PFAS from firefighting foams. Proposed risk management options under consideration are meant to be complementary to existing regulations. such as the Prohibition of Certain Toxic Substances Regulations, 2012 and their proposed regulatory changes, which already regulate certain PFAS in firefighting foams.

If the proposed conclusion that PFAS as a class are harmful to human health and the environment is confirmed in the final State of PFAS Report, a Risk Management Approach document, outlining proposed risk management actions, would be published for a 60-day public comment period.

## 2.2. Objectives of the Requirement

Environment and Climate Change Canada (ECCC) requires a socio-economic study on the transition from PFAS-containing firefighting foams to alternatives in Canada to evaluate appropriate regulatory and/or non-regulatory controls to minimize environmental and human exposure to the PFAS class from firefighting foams.

# 2.3. Background

## 2.3.1. Per - and polyfluoroalkyl substances

PFAS are a group of over 4,700 human-made substances that are used in a wide range of products such as lubricants, cosmetics, surfactants, firefighting foams, non-stick cookware, food packaging materials, repellents (for dirt, water, and grease), and textiles (carpets, furniture, and

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clothing). New PFAS are continually being developed and notified to the Government of Canada. The following substances are of interest for this study:

fluorinated substances that contain at least one fully fluorinated methyl or methylene carbon atom (without any H/Cl/Br/l atom attached to it), that is, with a few noted exceptions, any chemical with at least a perfluorinated methyl group (-CF<sub>3</sub>) or a perfluorinated methylene group (-CF2-) is a PFAS.<sup>2</sup>

Adverse environmental and health effects have been observed for well-studied PFAS [perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), long-chain perfluorocarboxylic acids (LC-PFCAs), and their salts and precursors] and they have been shown to pose a risk to the Canadian environment. In Canada, the manufacture, use, sale, offer for sale or import of PFOS, PFOA, and LC-PFCAs (and their salts and precursors) are prohibited under the Prohibition of Certain Toxic Substances Regulations, 2012 (the Regulations), with a limited number of exemptions.

Scientific evidence to date indicates that the PFAS used to replace regulated PFOS, PFOA, and LC-PFCAs, their salts and precursors, may also be associated with environmental and human health effects.

## 2.3.2. PFAS-containing firefighting foams & their replacements and alternatives

PFAS-containing firefighting foams are synthetic mixtures with the ability to rapidly extinguish hydrocarbon fuel (class B) fires, where the main function of the PFAS is to act as surfactants. Aqueous film-forming foam (AFFF) is the most widely used and available of these foams and. for this reason, PFAS-containing firefighting foams are often simply referred to as AFFF, including in this document.

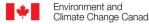
When mixed with water and air, AFFF concentrates can put out fires by creating a foam blanket, but also by typically creating a film that coats fire fuels.<sup>3</sup> This suffocates the fires by generating a barrier to oxygen and by cooling them to prevent hot fuels from reigniting (burnback resistance). AFFF is the most widely used and available type of PFAS-containing firefighting foam and is generally used for spill fires. There are other PFAS-containing firefighting foams with slightly different compositions used in more specialized applications, such as alcohol-resistant AFFF (AR-AFFF), used for polar solvents, or film-forming fluoroprotein foam (FFFP), used when additional burnback resistance is needed for deeper pool fires.4

AFFF is mainly used in civil and military aviation, and in the chemical and oil industries. Municipal fire services may also use AFFF to treat fires, sometimes as part of mutual aid agreements with facilities in these sectors, which allow emergency responders to lend assistance across jurisdictional boundaries. For example, neighbouring municipalities or townships of an airport may agree to provide additional personnel and other resources during emergency aircraft rescue and firefighting operations. AFFF is also occasionally used for the

<sup>&</sup>lt;sup>2</sup> Organisation for Economic Co-operation and Development. 2021. Reconciling terminology of the universe of perand polyfluoroalkyl substances: Recommendations and practical guidance. Series on Risk Management No. 61.

<sup>&</sup>lt;sup>3</sup> IPEN 2018/POPRC-14, White paper, Fluorine-free firefighting foams (3F) – Viable alternatives to fluorinated aqueous film-forming foams (AFFF).

<sup>&</sup>lt;sup>4</sup> Fire Fighting Foam Coalition (FFFC). 2016. Best Practice Guidance for Use of Class B Firefighting Foams. http://www.fomtec.com/getfile.php/1316325/Bilder/Media/FFFC bestpracticeguidance.pdf



training of firefighters, whether on-site at the facilities or off-sites at fire training facilities. However, training foams that do not contain PFAS-based surfactants are available nowadays.

AFFF are frequently divided into three categories depending on the type of compounds and/or composition profile of PFAS-based surfactant they contain<sup>5</sup>:

- a. Legacy PFOS AFFF
- b. Legacy fluorotelomer AFFF, or "C8 AFFF", which contain a very significant proportion of long-chain PFAS compounds of carbon chain length of 8 or longer (i.e., PFOA and LC-PFCAs, their salts and precursors),
- c. Modern fluorotelomer AFFF, or "C6 AFFF", which mainly contain PFAS compounds of carbon chain length of 6 or shorter with no intentionally added or significant impurities of long-chain PFAS compounds.

They can also often be further classified by their concentration, since AFFF are generally commercially available as concentrates at either 3% or 6% and sometimes as premix solutions.

AFFF replacements and alternatives include other firefighting agent solutions, such as fluorinefree foam<sup>6</sup> (F3), but also non-foam fire suppression systems<sup>7</sup>, such as ignitable liquid spill drainage floor. F3 is a synthetic-based foam that contains non-fluorinated, so non PFAS-based, surfactant blends, which can be grouped into four classes; hydrocarbons, detergents, siloxanes and proteins8. F3 creates a blanket of bubbles above fire fuels and cools them to extinguish fires quickly but doesn't typically create an aqueous film layer like AFFF. The use of siloxanes and proteins in firefighting foams is still under development. In contrast to this, there is a large variety of hydrocarbon-based and detergent-based F3 available on the market.

## 2.3.2.1. Phasing-out and transition to alternatives

In Canada, legacy AFFF (containing PFOS, PFOA and/or LC-PFCAs, their salts and precursors) are prohibited under the Regulations with a few exemptions to allow:

- a. the import, use, sale and offer for sale of AFFF that contains PFOA and/or LC-PFCAs (C8 AFFF) used in firefighting.
- b. the use of AFFF that contains residual levels of PFOS, its salts and precursors, at a maximum concentration of 10 ppm.
- c. the use and import of AFFF contaminated with PFOS, its salts and precursors, in a military vessel or military fire-fighting vehicle returning from a foreign military operation.

These exemptions are intended to accommodate the transition to alternatives to AFFF that contains PFOA and/or LC-PFCAs (C8 AFFF) and the residual levels of PFOS, its salts and precursors, that remain in fire-fighting equipment as a result of historical use of the substance.

<sup>&</sup>lt;sup>5</sup> ITRC (Interstate Technology & Regulatory Council). 2022. PFAS Technical and Regulatory Guidance Document and Fact Sheets PFAS-1. Washington, D.C.: Interstate Technology & Regulatory Council, PFAS Team. https://pfas-1.itrcweb.org/.

<sup>&</sup>lt;sup>6</sup> Assessment of non-fluorinated firefighting foams: foam performance and ecotoxicity / author(s), Rokib Hassan, Nour Elsagan, Yoon Ko.

<sup>&</sup>lt;sup>7</sup> Briefing to Congress on Aqueous Film Forming Foam (AFFF) Replacements and Alternatives, United States Department of Defense / author, Paul Cramer

<sup>&</sup>lt;sup>8</sup> The use of PFAS and fluorine-free alternatives in fire-fighting foams, Report by European commission DG Environment and European Chemicals Agency (ECHA)

On May 14, 2022, the proposed Prohibition of Certain Toxic Substances Regulations, 2022 (proposed Regulations) were published in Canada Gazette, Part I. The proposed Regulations would repeal and replace the current Regulations on the day the final Regulations come into force. The proposed Regulations would repeal the exemption allowing the use, sale or import of AFFF containing PFOA and/or LC-PFCAs, their salts and precursors, used in firefighting, but continue to exempt:

- a. the use of C8 AFFF to test firefighting systems provided that all releases are contained and disposed of in an environmentally sound manner, until December 31, 2025; and,
- b. the use of C8 AFFF, to suppress liquid fuel vapour and liquid fuel fires in emergency situations until December 31, 2025.

These changes were proposed in order to meet the requirements of the Stockholm Convention on Persistent Organic Pollutants (POPs) to restrict the use of PFOA, its salts and PFOA-related compounds by the end of 2025.

Two key standards for the use of F3 in aviation applications, CAN/ULC 563:20229 and MIL-PRF-32725<sup>10</sup>, were published in 2022 and 2023, respectively. Certification organizations need to test commercially available F3 to determine whether a product qualify and meet specifications. Nonetheless, some Canadian civil aviation airport operators have since 2019 opted to transition to F3 under an exemption from paragraph 323.08(1)(a) to the Canadian Aviation Regulations<sup>11</sup> while CAN/ULC 563:2022 was being developed.

## 2.3.2.2. Firefighting systems, foam transition, and decontamination

The firefighting foam application design is specific for each type of foam and use. Firefighting systems can be fixed (tank farms or hangars) or mobile (firefighting trucks or fire extinguishers). Transitioning between foam categories or application objectives can require a complete system review, particularly the proportioning system, to ensure that appropriate system performance will be maintained. Transitioning can potentially require the redesign and modification of system components to meet the new objectives or performance requirements or specifications.<sup>12</sup> Moreover, transitioning between foam categories in certain applications may be impossible due to the scope of performance requirements (e.g., the use of F3 in sea-based saltwater applications is outside the scope of MIL-PRF-32725<sup>13</sup>).

It is often highly recommended to completely replace the required firefighting foam concentrate supply and to clean out the storage and discharge system prior to refilling a system with a different concentrate product. Costs of decontaminating equipment depends on the targeted contamination thresholds and the cleaning procedure used.

<sup>9</sup> https://www.scc.ca/en/standardsdb/standards/31654

<sup>&</sup>lt;sup>10</sup> Military Specification (MIL)-PFR-32725, Fire Extinguishing Agent, Fluorine-Free Foam (F3) Liquid Concentrate, for Land-Based, Fresh Water Applications, Performance Specification, version A (6 January 2023).

<sup>11</sup> https://tc.canada.ca/en/aviation/reference-centre/exemptions-canadian-aviation-regulations-cars/exemptionparagraph-323081a-aircraft-fire-fighting-airport-aerodromes-standards-made-pursuant-section-30308-canadianaviation-regulations

<sup>&</sup>lt;sup>12</sup> ITRC (Interstate Technology & Regulatory Council). 2022. PFAS Technical and Regulatory Guidance Document and Fact Sheets PFAS-1. Washington, D.C.: Interstate Technology & Regulatory Council, PFAS Team. https://pfas-1.itrcweb.org/.

<sup>&</sup>lt;sup>13</sup> NAVSEA "Fire Extinguishing Agent, Fluorine-Free Foam (F3) Liquid Concentrate, for Land-Based Fresh Water Applications", MIL-PRF-32725, 06 January 2023.

PFAS-containing firefighting foam-related wastes, also referred to as AFFF-related wastes, may arise from flushing decontaminating equipment as well as from spent foam, unused concentrates or hand-held extinguishers.

## 2.3.2.3. Life cycle of firefighting foams

Releases of PFAS-containing firefighting foam chemicals may occur when conducting testing and training exercises or fighting fuel fires, during accidental releases, and during disposal of expired or out-of-spec products. It is generally estimated that the average lifespan of PFAS-containing firefighting foam concentrate can be approximately 20-25 years or longer. Depending on the nature of the activity, the spent foam can be containable or uncontainable.

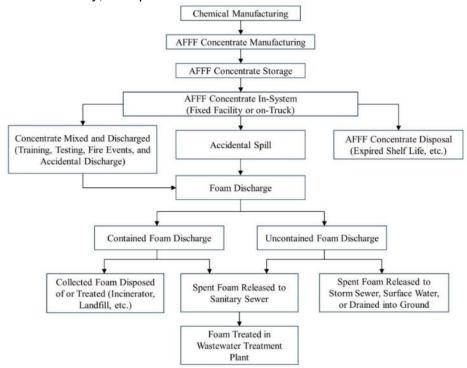


Figure 1. Lifecycle of firefighting foams 14

## 2.4. Scope of Work

Collecting and analyzing data and information to make it possible to evaluate appropriate regulatory and/or non-regulatory controls to minimize environmental and human exposure to the PFAS class from firefighting foams in Canada, including in the following industries:

- 1. Aviation.
- 2. Chemical Industry.
- 3. Oil & Gas Industry.
- Municipal fire services.

To perform the Tasks, the Contractor must:

a) Collect the most recent data (most recent years available) using available databases, public information, and direct contact with companies and stakeholders.

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<sup>&</sup>lt;sup>14</sup> Use of aqueous film-forming foams in firefighting, OECD (2021)

- b) Express monetary values in Canadian dollars, with the source year being the most recent possible and readily visible. Currency conversions are identified. An explanation of the exchange rate used is provided. Units are always clearly stated and converted whenever possible to facilitate comparison.
- c) Prioritize the use of Canadian data over data from other sources.
- d) If information/data is unavailable, clearly identify sources checked and methods used to obtain information. Where possible, use alternative methods to estimate the requested information.
- e) Document all methodologies in detail. This includes estimates, models, and assumptions.
- f) The information and documentation provided to the Contractor by ECCC are to be used for the purpose of this Contract only and are not to be used for other purposes unless duly authorized by ECCC's Project Authority. The information will be destroyed in a manner deemed appropriate by ECCC's Project Authority upon request.
- q) Notify ECCC's Project Authority of any information to be provided by a third party on a confidential basis for the purpose of the study and send the original documents containing such information to ECCC's Project Authority under separate cover.
- h) All references will be clearly documented, footnoted, and referenced.

## 3. Requirements

#### 3.1. Tasks

## 3.1.1. Task 1: Profile of AFFF and transition to alternatives in Canada

Collect and analyze information on Canadian users and suppliers of AFFF regarding their use of the product, their inventory of AFFF and AFFF-related wastes (e.g., waste that was not yet disposed of in a waste management facility), their plan to transition to AFFF alternatives, and their progress in transitioning to alternatives, if started. The Contractor must survey Canadian users and suppliers of AFFF to collect this information when necessary.

Group the information by sector of activity, and where possible, by type of firefighting system application and by life-cycle stage (e.g., in systems, in inventory, AFFF-related waste in inventory or disposed of). For reference, the main sectors and firefighting system application that were previously identified are outlined in section 2.3.

Collect and analyze the following information on the current situation of AFFF in Canada to:

- a. Describe by type of firefighting system application; the categories of AFFF, the quantities, their concentrations in PFAS-containing surfactants, and, if available, the type of PFAS-containing surfactants they contain.
- b. Estimate the number of events and the quantity of AFFF used annually: by purpose (e.g., training, testing, fire events), by categories of AFFF, by type of application and, if available, by whether the foam discharge was collected for disposal or released to the environment. If the discharges are collected, describe the mechanisms in place to contain the AFFF.
- c. Estimate the quantity of AFFF imported annually by categories of AFFF.
- d. Describe by type of AFFF-related waste: the categories of AFFF, the quantities, the quidance followed for disposal, and, if available, methods of disposal and their concentrations in PFAS-containing surfactants.

Collect and analyze the following information on the transition to alternatives to:

- a. Describe the progress of Canadian class B firefighting foams users in transitioning to AFFF alternatives, their plan to transition and challenges they are facing or have faced.
- b. Estimate the costs, by type of firefighting system, of: alternatives, full or partial systems modifications, AFFF disposal, updating procedures, and, if applicable, of training and risk-reduction measures during transition (e.g., shutting down or reducing operations, additional fire crew on-site). As well as describe any technical barriers in transitioning.
- c. Estimate, for fire-fighting systems that were transitioned to F3, by cleaning procedure, if any, and by type of firefighting system application: the residual concentrations of PFAS-containing surfactants in F3 in systems, and, if available, the type and profile of PFAS-containing surfactants.

# 3.1.2. Task 2: AFFF Lifecycle Analysis

Provide information on the total amount of AFFF in Canada at different stages of the AFFF lifecycle. The method of estimation must be described in detail, and all assumptions, estimation factors, models, and references should be carefully documented.

For reference, the life cycle of firefighting foams as determined by the OECD is outlined in section 2.3.

The information below is required for each lifecycle stage:

## I. AFFF in-use

- a. Provide estimated annual total quantity of AFFF, and percentage breakdown by categories of AFFF, imported into and used in Canada.
- b. Provide estimated total quantity of AFFF, and percentage breakdown by categories of AFFF, in inventory and in systems in Canada.
- c. A material flow analysis, by categories of AFFF, which includes the type of application, post-end use and, if application, disposal method.
- d. Where quantities of PFAS-containing surfactant are expected to be released/emitted (i.e., during the use/discharge of AFFF), describe the applications, indicate the significance for environmental and human exposure, and quantify the releases to environmental media whenever possible.

## II. AFFF end-of-life

- a. Provide information on waste management practices for AFFF-related wastes in Canada by province or territory, such as:
  - a. regulatory or legislative requirements
  - b. manner of disposal available (e.g., methods or treatments),
  - c. breakdown of quantities disposed per type of waste management operation (e.g., landfilled, incinerated or exported)
- b. Describe Canada's capacity to handle present and future AFFF-related wastes.
- c. Where quantities of PFAS-containing surfactant are expected to be released/emitted (i.e., during handling and disposal), indicate the significance for environmental and human exposure, and quantify whenever possible.
- d. Describe technologies, either existing or emerging, which would assist in the management or disposal of AFFF-related waste in an environmentally sound manner

and their availability in Canada.

#### 3.1.3. Task 3: Substitutes and alternatives

Estimate the relative cost/price of substitutes and alternatives and technical barriers to their use. accounting for their performance compared to AFFF. Describe the sectors involved with the supply of these substitutes and alternatives to Canadians domestically and abroad.

# Specifically:

- a. Identify any commercial substances or alternative methods that are replacing or that could replace AFFF in each of the applications taking place in Canada, and whether there are any significant human health and/or environmental concerns associated with their adoption.
- b. For each substitute and alternative, provide relevant information such as practicality (technical viability and availability of the technology in Canada); effectiveness (fire safety, etc.); information on the level of human health and environmental toxicity of available substitutes and alternatives. Also provide a reasonably accurate estimate of the following data elements, where applicable:
  - (i) Where existing systems are reused totally or partially, costs of decontamination in relation to targeted contamination thresholds.
  - (ii) Annual cost of substitutes and alternatives.
  - (iii) Degree of adoption (% of facilities).
  - (iv) Stage of development and potential for use for these alternatives. If substitutes are currently available in Canada or internationally, identify if they are compliant with performance requirements or specifications. Identify applications that do not have suitable alternatives.
  - (v) Technical life of the alternative technology (if applicable) in number of years and an explanation of why.
- c. For the sectors of activity, identify the extent to which each substitute and alternative are compatible with the current processes and equipment. Estimate the amount of time needed and the cost to substitute AFFF with the substitutes and alternatives (because of decontamination, training, etc.), and identify the likely impacts on the industry sectors.
- d. If there are no available or suitable commercial substitutes and alternatives, describe the technical and/or socio-economic reasons for their non-availability or nonsuitability.

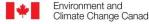
### 3.1.4. Task 4: Socio-Economic Study

## 3.1.4.1. Task 4A: Profile of Industry Sectors

Using relevant data and information sources, including but not limited to the material provided by ECCC's Project Authority, summarize, and provide a socio-economic profile of the relevant industry sectors where AFFF are used. For each of the identified industry sectors, NAICS codes (6-digit code when possible) should be provided.

Specifically, the profile must include the following information:

- Describe import trends to the present related to fluorotelomer AFFFs (C6 and C8 AFFFs). Give, in Canadian dollars, the average cost per categories of AFFF.
- b. Provide a list of the major producers of AFFF that supply the Canadian market, including the name of the company and the country where the manufacturing plant and head



- office of the company are located. Give a description of where PFAS are manufactured globally. Indicate Canada's share of the North American market and global consumption of AFFF.
- c. Prepare a list and a brief description of the role of the North American, Canadian, and international industry associations involved with AFFF, including their respective addresses.

Note: Historical data should be provided for at least a period of seven years (i.e., 2017-2023), unless indicated otherwise.

#### 3.1.4.2. Task 4B: Benefits and costs

Based on the exposure profile and the location of the facilities, provide a demographic profile of the populations living within key exposure areas of the facilities (Local could refer to distances of 1, 10 or 100 km). Provide a brief overview of long-range transport exposure.

Based on the lifecycle analysis and the typical release of PFAS-containing surfactants into the environment, broadly outline the categories of economic benefits that can be expected when reducing emissions of PFAS-containing surfactants per kilogram (i.e., benefits within a costbenefit analysis). Provide a brief overview of the cost and benefits of decontaminating firefighting equipment in transitioning to F3 as a function of the targeted contamination thresholds. Describe how the benefits and the costs are likely to be triggered and identify the likely geographical and sector distribution of benefits and cost.

## 3.1.5 Follow-up meeting

Attend or schedule follow-up meetings with ECCC's Project Authority, to discuss progress and issues, or comments, corrections to be made to Deliverables, if necessary.

### 3.2. Deliverables

#### 3.2.1. **General**

All Deliverables are subject to the acceptance and/or approval of ECCC's Project Authority.

All Deliverables must be provided electronically in Microsoft Office Suite format (Word, Excel, PowerPoint) and, where indicated, in hardcopy and/or Adobe PDF.

All methodologies, including estimations, models, and assumptions must be documented in detail.

The Contractor must provide all documents, spreadsheets, and third-party correspondence generated for completion of this work.

# 3.2.2. Methodology Report

The Methodology Report must include:

- a) Outline of the Report.
- b) Description of the proposed methodology.
- c) Work plan that identifies data sources, data collection methods, and the model(s) to be used to complete the Tasks.

- d) Assessment of data availability and data gaps.
- e) Scoping table on the uses of AFFF in Canada that clearly describes the sectors to be studied.

The Methodology Report is subject to review and modification following comments from ECCC's Project Authority.

# 3.2.3. Preliminary Report

The Preliminary Report must include:

- a) Brief introduction and background.
- b) Detailed description of the actual methodology and assumption used.
- c) Comprehensive presentation and discussion of the information generated by completing the Tasks organized by topics, sectors of activity, applications, and/or lifecycle stages.
- d) Data gaps and uncertainties.
- e) Summary of industry participants consulted.
- f) Detailed bibliography.

The Project Manager must indicate any areas of concern in which further assistance or guidance from the ECCC's Project Authority may be required.

The Preliminary Report is subject to review and modification following comments from the ECCC's Project Authority.

# 3.2.4. Final Report

The Final Report must include all elements of the Preliminary Report plus the following:

- a) Cover letter.
- b) Executive summary in English and French.
- c) Key findings and conclusion.

The Project Manager must review with ECCC's Project Authority how comments on the Preliminary Report were addressed in the Final Report.

The Final Report is subject to review and modification following comments from ECCC's Project Authority.

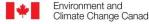
#### 3.2.5. Oral Presentation

The Oral Presentation must include an overview of elements of the Final Report excluding the cover letter, executive summary, summary of relevant industry participants and detailed bibliography.

The PowerPoint Presentation is subject to review and modification following comments from ECCC's Project Authority.

## 3.3. Method and Source of Acceptance

To meet the Objective, the Contractor must gather the most recent information and data available on the manufacture, import, use and inventory of PFAS-containing firefighting foams in Canada;



the types, availability, efficiency, suitability and cost of substitutes and alternatives (foams and non-foams); the cost and technical barriers of decontaminating or replacing firefighting systems contaminated by PFAS; and the methods and technologies for the end-of-life management of PFAS-containing firefighting foams and its related wastes, as well as on the availability of disposal services at waste management facilities and their capacity to handle these wastes.

## 3.4. Reporting Requirements

# 3.4.1. Progress Reports

Provide Progress Report, every two weeks, in electronic format.

The Progress report must address the following three questions, and each negative response must be supported with an explanation:

- a. Is the project on schedule?
- b. Is the project within budget?
- c. Is the project free of any areas of concern in which the assistance or guidance of the ECCC Project Authority may be required?

Note: Progress reports are not a substitute for ad-hoc communications should the Contractor encounter any critical issues.

#### 4. Additional Information

## 4.1. Canada's Obligations

ECCC's Project Authority will provide a government-issued laptop for the Contractor to access and/or store all Protected Information up to level B during the Contract duration.

ECCC's Project Authority will provide lists of known and potential users and suppliers of AFFF identified in Canada, comments from stakeholders submitted on AFFF during consultation periods, as well as, previous socio-economic studies done on certain PFAS sub-groups.

# 4.2. Contractor's Obligations

In accordance with the Security Requirements, the Contractor must not use their own IT systems to access and/or store any Protected Information and must use the provided government-issued laptop instead. In the case of Unclassified Information, the Contractor can use its own equipment and software for the performance of this SOW.

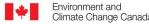
# 4.3. Location of Work, Work site and Delivery Point

The Work is to be performed remotely at the Contractor's facilities.

## 4.4. Language of Work

The work must be performed in English or French.

The department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985, C.31 (4th Suppl.). It is therefore imperative that the Contractor when



representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Department Representative before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

## 5. Applicable Reference Documents and Glossary

# 5.1. Applicable Documents

Documents that can be relevant to technical requirements are cited throughout the Background in Section 1.0 and include the following previous studies done on PFAS:

- a. Socio-Economic Study of the Presence of Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) in the Canadian Marketplace (February 2018)
- Canadian Use Profile of Perfluorooctane Sulfonate (PFOS), its Salts and its Precursors (November 2004)

# 5.2. Relevant Terms, Acronyms and Glossaries

- a. F3: fluorine-free foam, firefighting foam that doesn't contain PFAS
- b. AFFF: aqueous film forming foam, the most common type of PFAS-containing firefighting foam
- c. C6 AFFF: modern fluorotelomer AFFF, which contain PFAS compounds of carbon chain length of 6 or smaller with no intentionally added long-chain PFAS or significant impurities
- d. C8 AFFF: legacy fluorotelomer AFFF, which contain a significant proportion of longchain PFAS compounds of carbon chain length of 8 or longer (i.e., PFOA and LC-PFCAs, their salts and precursors),
- e. LC-PFCAs: long-chain perfluorocarboxylic acids
- f. PFAS: per and polyfluoroalkyl substances
- g. PFOA: perfluorooctanoic acid
- h. PFOS: perfluorooctane sulfonate

#### 6. Sustainable Procurement Considerations

The Contractor should make an effort to ensure that their operations and performance of the Work align with the Treasury Board Policy on Green Procurement and Greening Government Strategy. Procurement documents will specify the green procurement criteria and standards to be met and provide guidelines for the evaluation of proposals with respect to those criteria and standards.

The following green procurement criteria and standards must form part of the Work:

- a. Provide all correspondence and deliverables including (but not limited to) documents. reports and invoices in electronic format.
- b. If correspondence and deliverables are not provided in electronic format, all documents must be printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content to the full extent to which it is procurable.

- c. Single-use plastics must not be used in the deliverables, and, to the extent possible, in the performance of the Work.
- d. Deliverables must minimize packaging. When required, packaging must be recyclable and/or biodegradable.

## 7. Accessibility Considerations

The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the Accessible Canada Act, its associated regulations and standards, and Treasury Board Contracting Policy. Procurement documents will specify the accessibility criteria and standards to be met and provide guidelines for the evaluation of proposals with respect to those criteria and standards.

The following accessibility criteria and standards must form part of the Work:

a. All written reports must be created in a format that is accessible, as per the Accessibility, Accommodation, and Adaptive Computer Technology Program (AAACT) "How to create the accessible documents" guide Version 1.5.

# **ANNEX B BASIS OF PAYMENT - SCHEDULE OF MILESTONES**

Milestone (A)	Deliverable (B)	Due Date (C)	Amount of Total	
			Professional	
			Fees (D)	
1	1 Methodology Report 1 Week after Contract Award Date			
2	Preliminary	12 Weeks after the Acceptance of the		
	Report	Methodology Report by ECCC's Project Authority		
3	Final Report	4 Weeks after the Acceptance of the Preliminary		
3	i illai Nepoli	Report by ECCC's Project Authority		
4	Oral	2 Weeks after the Acceptance of the Final Report		
	Presentation	by ECCC's Project Authority		
		Subtotal (E)		
	_	Taxes (F)		
		Total (G)		



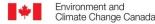
# **ANNEX C SECURITY REQUIREMENTS CHECK LIST**

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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

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Contract Number / Numéro du contrat Security Classification / Classification de sécurité

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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

**Canadä** 

	Government
4	of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

DΛ	рΤ	cont	inuor	VI / D	ADT	_	(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		TECT OTÉC		CLASSIFIED CLASSIFIÉ		NATO			COMSEC							
	Α	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET		OTECTI ROTÉGI		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÈS SECRET	Α	В	С	CONFIDENTIEL		TRES SECRET
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?

1	No	Yes
٧	Non	Out

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

1	No	
٧	Non	



If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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Security Classification / Classification de sécurité

Canadä