



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

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

Proposal To: National Defence Canada

We hereby offer to sell to His Majesty the King 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 le Roi 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).

Comments – Commentaires

**THIS DOCUMENT DOES NOT CONTAIN A
SECURITY REQUIREMENT.**

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

Title – Titre Two (2) Environmental Compliance and Management System Auditors	Solicitation No. – N° de l'invitation W6369-23-X049
Date of Solicitation – Date de l'invitation November 2023	
Address Enquiries to: – Adresser toutes questions à: by e-mail to: Robert.Best@forces.gc.ca	
Telephone No. – N° de téléphone	FAX No. – N° de fax
Destination National Defence Headquarters 101 Colonel By Drive Ottawa, Ontario K1A 0K2	

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

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

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

Solicitation Closes – L'invitation prend fin
At: – à: 2:00 PM Eastern Standard Time (EST)
On: – le : 9 January 2024

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the DND 626 Task Authorization Form, and the Non-Disclosure Agreement.

1.2 Summary

- 1.2.1** This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (the "Client") for the provision of professional services in the area of environmental compliance auditing for the Director General of Environment and Sustainable Management (DGESM). DGESM manages DND's environmental governance, oversight and leadership of the Environmental Program. DGESM is also responsible for providing environmental advice and support for the real property and infrastructure portfolio, mostly bases and wings, managed by ADM(IE).

It is intended to result in the award of one (1) Contract for one (1) year, plus four (4) one-year irrevocable options allowing Canada to extend the term of the contract.

- 1.2.2** This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Inuvialuit Final Agreement
- Nunavik Inuit Land Claims Agreement
- Labrador Inuit Land Claims Agreement

This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

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](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

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

Delete: 60 days
Insert: 120 calendar days
- (d) Section 06, Late bids, is deleted in its entirety.
- (e) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:

07 Delayed bids

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

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

2.2 Submission of Bids

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

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

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

By providing this information, bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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; and
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 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 separate sections 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;
Section III: Certifications – one (1) soft copy submitted by e-mail; and
Section IV: Additional Information – one (1) soft copy submitted by e-mail.

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

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

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

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.

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

Section II: Financial Bid

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

Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and e-mail address) authorized by the Bidder to enter into communications with Canada with regard to their bid, and any contract that may result from their bid; and
4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information.

3.2 Electronic Payment of Invoices – Bid

Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

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

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

3.3 Exchange Rate Fluctuation

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

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all-inclusive fixed daily rate (in Can \$) for each of the resource categories identified.

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

The rates included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Part 7 of the bid solicitation required to be done, delivered or performed inside the National Capital Region (NCR) defined in the [National Capital Act](http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html) (R.S.C., 1985, c. N-4), available on the Justice website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html>).

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

Category of Personnel	All Inclusive Fixed Daily Rate (Can \$)	Level of Services (Estimated)	Total (Can \$)
	A	B	C = A x B
Initial Contract period: date of Contract Award to one year later (dates to be specified in the resulting contract)			
Two (2) Environmental Compliance and Management System Auditors	\$	80 days	\$
Total, Initial Contract period			\$
Extended Contract period 1: from end of Initial Contract period to one year later (dates to be specified in the resulting contract)			
Two (2) Environmental Compliance and Management System Auditors	\$	80 days	\$
Total, Extended Contract Period 1			\$
Extended Contract period 2: from end of Extended Contract period 1 to one year later (dates to be specified in the resulting contract)			
Two (2) Environmental Compliance and Management System Auditors	\$	80 days	\$
Total, Extended Contract Period 2			\$
Extended Contract period 3: from end of Extended Contract period 2 to one year later (dates to be specified in the resulting contract)			
Two (2) Environmental Compliance and Management System Auditors	\$	80 days	\$
Total, Extended Contract Period 3			\$
Extended Contract period 4: from end of Extended Contract period 3 to one year later (dates to be specified in the resulting contract)			

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W6369-23-X049
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
0 (Original)
File No. - N° du dossier

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

Two (2) Environmental Compliance and Management System Auditors	\$	80 days	\$
Total, Extended Contract Period 4			\$
Evaluated Price, Inclusive of All Periods (Applicable Taxes Excluded)			\$

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

4.1.2 Financial Evaluation

The volumetric data included in the pricing schedule detailed in attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contracting guarantee.

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

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit (70%) and Price (30%)

SACC Manual Clause [A0027T](#) (2022-12-01), Basis of Selection – Highest Combined Rating of Technical Merit and Price

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 40 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 120 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%) (example only)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	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	2nd

ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

The bid must meet the mandatory and point rated technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with these requirements.

The references provided by the Bidders are subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to validate the references before award of a contract. The bid will be declared non-responsive if any references given by the Bidder are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately. Bid preparation instructions column is for instructions to facilitate the evaluation of the mandatory technical criterion. It is incumbent upon the Bidder to demonstrate that they meet the mandatory technical criterion. This may require the Bidder to provide additional information within their proposal above and beyond the instructions.

Mandatory Technical Criteria (MT)			
#	Mandatory Requirement	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
THE BIDDER'S PROPOSED RESOURCES			
Two (2) Environmental Compliance and Management System Auditors			
MT1	<p>The Bidder must demonstrate that each of the proposed resources have a valid Compliance Auditor – Environmental Professional (Compliance Environmental Auditor (CEA)) certification as per the Canadian Environmental Certification Accreditation Board OR has a valid Vérificateur environnementale agréé (VEA) certification as per l'Association québécoise de vérification Environnementale (AQVE). https://www.aqve.com/agrees/information-s-generales/verificateur-environnemental-agree</p> <p>The resources must each be listed in the Canadian Environmental Certification Accreditation Board registry (https://www.eco.ca/EPRoster/) OR the</p>		<p>The Bidder must demonstrate the date the CEA or VEA certification was obtained for each resource.</p>

Mandatory Technical Criteria (MT)			
#	Mandatory Requirement	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
	Liste des agréés – Coordonnées de l'Association québécoise de vérification Environnementale (AVE) https://www.aqve.com/agrees/pourquoi-choisir-un-agree/liste-agrees/ .		
MT2	The Bidder must demonstrate that each of the proposed resources have a valid ISO 14001 Lead Auditor – Environmental Professional (Environmental Management Systems Lead Auditor (EMS-LA)) certification as per the Canadian Environmental Certification Accreditation Board. The resources must be listed in the Canadian Environmental Certification Accreditation Board registry https://www.eco.ca/EPRoster/ .		The Bidder must demonstrate the date the ISO 14001 Lead Auditor – Environmental Professional (Environmental Management Systems Lead Auditor (EMS-LA)) certification was obtained for each resource.
MT3	The Bidder must demonstrate that each of the proposed resources have completed a minimum of five (5) environmental compliance audits in the last five (5) years in at least 2 Canadian provinces or territories since obtaining their CEA or VEA designation. Each of the compliance audits must have focused on at least three (3) of the following regulations under the Canadian Environmental Protection Act (CEPA) and Fisheries Act as they relate to real property and infrastructure management: <ol style="list-style-type: none"> 1. Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (SOR/2008-197); 2. Federal Halocarbon Regulations, 2022 (SOR/2022-110) or Ozone-Depleting Substances Regulations, (SOR/99-7); 3. PCB Regulations (SOR/2008-273); 		The Bidder must submit a summary with complete details as to where, when (month and year), and how, through which activities/ responsibilities, the stated qualifications/ experience were obtained including but not limited to the following: <ul style="list-style-type: none"> • Organization name; • Role (lead auditor or auditor); • Timeframe (month/year to month/year); • Number of total days spent on the audit (e.g.

Mandatory Technical Criteria (MT)			
#	Mandatory Requirement	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
	<p>4. Environmental Emergency Regulations, 2019 (SOR/2019-51);</p> <p>5. Fisheries Act; and</p> <p>6. Wastewater Systems Effluent Regulations (SOR/2012-139).</p> <p>If the Bidder submits more than five (5) environmental compliance audits, only the first five (5) in order of presentation will be evaluated.</p>		<p>document review and on site);</p> <ul style="list-style-type: none"> • Environmental considerations, regulations, or policies that were part of the compliance audit requirements; and • Description of audit that includes the nature of the client's organization, audit scope, and approximate number of employees.
MT4	<p>The Bidder must demonstrate that each of the proposed resources have completed a minimum of five (5) ISO 14001 Environmental Management Systems <u>registration</u> audits in the last five (5) years in at least 2 Canadian provinces or territories.</p> <p>If the Bidder submits more than five (5) ISO 14001 Environmental Management Systems registration audits, only the first five (5) in order of presentation will be evaluated.</p>		<p>The Bidder must submit a summary with complete details as to where, when (month and year), and how, through which activities/ responsibilities, the stated qualifications/ experience were obtained including but not limited to the following:</p> <ul style="list-style-type: none"> • Organization name; • Role (lead auditor or auditor for the registration audit); • Timeframe (month/year to month/year); • Total number of days spent on the audit (document

Mandatory Technical Criteria (MT)			
#	Mandatory Requirement	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
			<ul style="list-style-type: none"> • review and on site); • Environmental considerations, regulations, or policies that were part of the compliance audit requirements; • Description of audit that includes the nature of the client's organization, audit scope, and approximate number of employees; and • The Registrar issuing the ISO 14001 certificate for each audit.

Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point-rated technical criterion should be addressed separately.

#	Rated Requirements	Scoring Method	Max / Min Score	Reference to additional Substantiating Materials included in Bid
THE BIDDER'S PROPOSED RESOURCES				
Two (2) Environmental Compliance and Management System Auditors				
RT1	<p>In addition to MT3, the Bidder should demonstrate that each of the proposed resources have more than five (5) years of experience in environmental compliance auditing in at least two (2) Canadian provinces or territories since obtaining their CEA or VEA. Each of the compliance audits must have focused on at least three (3) of the following regulations under the Canadian Environmental Protection Act (CEPA) and Fisheries Act as they relate to equipment, real property, and infrastructure management:</p> <ol style="list-style-type: none"> Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (SOR/2008-197); Federal Halocarbon Regulations, 2022 (SOR/2022-110) or Ozone-Depleting Substances 	<p>More than 5 years to 10 years of experience = 10 points</p> <p>More than 10 years to 15 years of experience = 20 points</p> <p>More than 15 years of experience = 30 points</p>	<p>Max = 60 points (max of 30 pts per resource)</p>	<p>For points to be awarded, the Bidder must submit the following information for each audit:</p> <ul style="list-style-type: none"> Organization name; Role (lead auditor or auditor); Timeframe (month/year to month/year); Number of total days spent on the audit (e.g. document review and on site); Environmental considerations, regulations, or policies that were part of the compliance audit requirements; and Description of audit that includes the nature of the client's organization, audit scope, and approximate number of

	<p>Regulations, (SOR/99-7);</p> <p>3. PCB Regulations (SOR/2008-273);</p> <p>4. Environmental Emergency Regulations, 2019 (SOR/2019-51); and</p> <p>5. Fisheries Act; and</p> <p>6. Wastewater Systems Effluent Regulations (SOR/2012-139).</p>			<p>employees.</p> <p>*****</p> <p>The Bidder must provide the following customer reference information for each of the environmental compliance audits:</p> <ul style="list-style-type: none"> • Contact name; • Current contact phone number; • Position title; and • Organization/company name, address. <p>If contacted, the references must confirm that the proposed resources worked on the referenced environmental compliance audits.</p>
<p>RT2</p>	<p>In addition to MT4, the Bidder should demonstrate that each of the proposed resources have more than five (5) years of experience in ISO 14001 Environmental Management Systems registration audits in at least two (2) Canadian provinces or territories since obtaining their EMS-Lead Auditor certification.</p>	<p>More than 5 years to 10 years of experience = 10 points</p> <p>More than 10 years to 15 years of experience = 20 points</p> <p>More than 15 years of experience = 30 points</p>	<p>60 points (max of 30 points per resource)</p>	<p>For points to be awarded, the Bidder must submit the following information for each of the ISO 14001 EMS audits:</p> <ul style="list-style-type: none"> • Organization name; • Role (lead auditor or auditor for the registration audit); • Timeframe (month/year to month/year); • Total number of days spent on the audit • (document review and on site); • Environmental considerations, regulations, or

				<p>policies that were part of the compliance audit requirements;</p> <ul style="list-style-type: none">• scope, and approximate number of employees; and• The Registrar issuing the ISO 14001 certificate for each audit.
	Maximum points:		120	
	Minimum points:		40	

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

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

5.2.3.2 Education and Experience

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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

6.1.1 Task Authorization

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

6.1.1.1 Task Authorization Process

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

6.1.1.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$75,000.00, Applicable Taxes included, inclusive of any revisions.

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

6.1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

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

"Minimum Contract Value" means \$25,000.00.

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

6.1.1.4 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by ADM(IE) DIEC. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract with the following modifications:

In section 01, **Interpretation**, the definition of "Canada", "Crown", "His Majesty" or "the Government" is amended as follows:

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

Section 08, **Replacement of specific individuals**, is deleted and replaced with the following:

1. if the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five (5) working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

Any assessment of the information provided will occur as per 2 (b) below.

2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under the article entitled "Default of the Contractor"; or
 - b. assess the information provided under 1 (a) and (b) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 2 (a) above, or require the Contractor to propose another replacement within five working days' notice.
3. Where an Excusable Delay applies, Canada may require 2 (b) above instead of terminating under the "Excusable Delay" article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
4. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
5. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

Section 17, **Interest on overdue accounts**, will not apply to payments made by credit cards.

Subsection 5 of section 22, **Confidentiality**, is amended as follows:

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

Subsection 4 of section 30, **Termination for convenience**, is deleted and replaced with the following subsections 4, 5 and 6:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination; or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

6.2.2 Non-Disclosure Agreement

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

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

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

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

Inuvialuit Final Agreement
Nunavik Inuit Land Claims Agreement
Labrador Inuit Land Claims Agreement

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

6.5 Authorities

6.5.1 Contracting Authority

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

Name: [redacted]
Title and designation: [redacted]
Organization: [redacted]
Address: [redacted]
Attention: [redacted]
[redacted]
[redacted]
[redacted]
Telephone: [redacted]
E-mail address: [redacted]

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

6.5.2 Technical Authority

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

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

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

6.5.3 Contractor's Representative

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

Name: [redacted]
Title: [redacted]
Organization: [redacted]
Address: [redacted]
[redacted]
[redacted]
[redacted]
Telephone: [redacted]
Facsimile: [redacted]

E-mail address: [REDACTED]

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment - Individual Task Authorizations

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

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. 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.

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

6.7.3 Method of Payment

For the Work specified in an authorized TA subject to a limitation of expenditure:

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

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

6.7.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International)
- b. Electronic Data Interchange (EDI)

6.7.5 Discretionary Audit

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

6.7.6 No Responsibility to Pay for Work Not Performed Due to Closure of Government Offices

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or 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 or closure.

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.

6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report; and
- e. any other documents as specified in the Contract.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario **(to be specified in the resulting contract)**.

6.11 Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The General Conditions [2035](#) (2022-12-01), General Conditions - Higher Complexity - Services;
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) The signed Task Authorizations (including all of its annexes, if any);
- (f) Annex "E" – Non-Disclosure Agreement; and
- (g) The Contractor's bid dated **(to be specified in the resulting Contract)**.

6.12 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

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

[OR]

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

6.13 Insurance Requirements

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

6.14 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](#)".

6.15 Additional Clauses

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

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

ANNEX “A” - STATEMENT OF WORK

1. TITLE

TWO (2) ENVIRONMENTAL COMPLIANCE AND MANAGEMENT SYSTEM AUDITORS

2. OBJECTIVE

The Department of National Defence (DND) has a requirement for two (2) Environmental Compliance and Management System Auditors to perform risk-based environmental audits. The audits include statutory compliance and environmental management systems requirements and are focused on significant environmental aspects and processes.

3. BACKGROUND

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

Within DND (<https://www.canada.ca/en/department-national-defence/corporate/organizational-structure.html>), the Assistant Deputy Minister (Infrastructure & Environment) (ADM(IE)) provides real property, infrastructure and environmental services to support the objectives of the DND (<https://www.canada.ca/en/department-national-defence/services/greening-defence.html>).

Defence Administrative Order and Directive (DAOD) 4003-0, Environmental Protection and Stewardship (<https://www.canada.ca/en/department-national-defence/corporate/policies-standards/defence-administrative-orders-directives/4000-series/4003/4003-0-environmental-protection-and-stewardship.html>), requires DND to develop, operate and maintain an Environmental Management System (EMS) to demonstrate a responsiveness to and a responsibility for respecting the environment. It also emphasizes compliance to environmental statutory compliance.

Within ADM(IE), the Director General of Environment and Sustainable Management (DGESM) manages DND's environmental governance, oversight and leadership of the Environmental Program across the entire Department. DGESM is also responsible for providing environmental advice and support for the real property and infrastructure portfolio.

Table 1 – Primary Stakeholders in the Environmental Program

Primary Stakeholders	DND Environmental Program	Other Mandate
ADM (IE)	Authority for Environmental Program at DND/CAF: <ul style="list-style-type: none"> • Horizontal environmental leadership, governance, planning, issuing direction, monitoring and reporting on the status of compliance and performance against objectives; 	Authority accountable for managing the real property portfolio: <ul style="list-style-type: none"> • Managing major and minor capital projects; • Planning and executing maintenance and repairs at bases and wings across Canada; • Setting architecture and engineering standards for infrastructure; and

	<ul style="list-style-type: none"> Representing DND with external stakeholders and regulators; Supporting the needs of ADM(IE) divisions at headquarters (NDHQ); Issuing Functional Planning Guidance to other branches on environmental priorities to include in planning; and Regulatory reporting to environmental regulators on behalf of DND. 	<ul style="list-style-type: none"> Fire prevention and response through the Canadian Forces Fire Marshal Managing Energy performance Contracts (EPCs).
ADM (Materials)	<ul style="list-style-type: none"> Green Procurement Policy. 	<ul style="list-style-type: none"> Procurement and contracting authority for DND/CAF, including green procurement; and Managing materials and assets such as combat and tactical equipment.
CAF Bases and Wings	<ul style="list-style-type: none"> Implementing ADM(IE) environmental policy, functional planning guidance and report back to ADM(IE) on performance and compliance. This is primarily done by ADM(IE)'s Real Property Operations group; Responsible for site level management of the environmental impacts of military operations. This is primarily done by the CAF; and Base Environmental Officers report to CAF and also support real property management. 	<ul style="list-style-type: none"> Military training & operations.

DND/CAF Bases and Wings are located across Canada (<https://www.canada.ca/en/department-national-defence/services/bases-support-units.html>).

4. TASKS

4.1 ADM(IE) requires two (2) Environmental Compliance and Management System Auditors with the following credentials to perform environmental audits:

a. Recognized Auditor Designations:

- i. Environmental Professional (Compliance Environmental Auditor (CEA)) certification as per the Canadian Environmental Certification Accreditation Board (<https://www.eco.ca/EPRoster/>) OR
- ii. Vérificateur environnementale agréée (VEA) certification as per l'Association québécoise de vérification Environnementale (AQVE) (<https://www.aqve.com/agrees/informations-generales/verificateur-environnemental-agree/>).

b. Environmental Management Systems Lead Auditor (EMS-LA) certification as per the Canadian Environmental Certification Accreditation Board (<https://www.eco.ca/EPRoster/>).

4.2 In scope

Table 2: List of Significant Environmental Aspects and Management Processes

Aspect/Activity	Description
1.0 Air Emissions	Defence manages air emissions by limiting the release of air pollutants from our activities, including road dust; buildings; and industrial activities.
2.0 Biodiversity	2.1 Species at Risk - Defence lands have diverse ecosystems and landscapes that provide homes to a variety of plant and animal species. Species at risk (SAR) are limited in number, have had their habitat shrunk, and are in danger of becoming extinct or extirpated (no longer existing in their historic habitat).
	2.2 Invasive Alien Species - Defence lands are rich in biodiversity but are threatened by alien species.
3.0 Climate Change	3.1 Climate Change Adaptation - Climate change is affecting Canada by causing devastating floods, widespread wildfires, relentless heat waves, and powerful tornadoes. The need to better adapt and build resilience to climate change is imperative.
	3.2 Climate Change Mitigation - Mitigation of climate change focuses on greenhouse gas (GHGs) emissions that trap heat in the atmosphere and warm the planet. Investing in equipment and processes to reduce our GHG emissions helps combat climate change. <ul style="list-style-type: none"> • Real Property and infrastructure • Light duty commercial fleet • National Safety and Security Fleet
4.0 Forest Management	Forested areas need to be managed to support biodiversity, help absorb carbon from the atmosphere, and be sustainably harvested.
5.0 Environmental Toxics and Pollutants	6.1 Toxics - There are over 160 regulated environmental toxics in Canada which may have restrictions on purchase, disposal and phase out requirements.
	6.2 Emerging Contaminants - Emerging contaminants are not regulated in Canada, since they are substances found in the environment for which little scientific information is available.
6.0 Ozone Depleting Substances /Halocarbons	The ozone layer protects us by absorbing UV radiation from the sun and shielding the planet from warming. Ozone depleting substances (ODS) and halocarbons not only deplete the ozone, they are also potent greenhouse gases.

7.0 Solid Waste & Recycling	Solid waste generated from messes, office buildings, and other activities include food waste and miscellaneous household items as well as materials like paper, plastics, and metal that can be recycled.
8.0 Landfill Management	Landfills need to be properly designed, constructed, operated, and decommissioned to avoid pollution and creating future liabilities.
9.0 Storage Tank Systems	Storage tank systems (STs) are used to store fuels, such as jet fuel, waste oil, diesel, or chemicals. STs require regular maintenance and leak testing to meet regulatory requirements, but also to reduce the risk of leaks and spills.
10.0 Water Use and Protection	11.1 Water Conservation - Water conservation is critical to protect both the quantity and quality of our groundwater and freshwater resources.
	11.2 Wastewater Effluent - Defence operates wastewater treatment systems such as lagoons and settling and aerated ponds. These systems are regulated and must be designed, built, and operated properly.
Management Processes	
11. Areas of Biological Value	Diverse plant and wildlife communities can be found on DND bases providing opportunities to support conservation.
12. Environmental Impact Assessment	The Impact Assessment Act includes a list of project types that require full impact assessments and DND on occasion oversees this type of project.
13. Environmental Emergency Preparedness and Response	Environmental emergency response and preparedness (EERP) ensures the ability to minimize the impact of environmental emergencies. EERPs are integrated into larger site emergency plans.
14. Green Procurement	Green procurement helps reduce GHG emissions, pollution, waste sent to landfill, and the selection of alternate products, when feasible, to hazardous materials.
15. National Pollutant Release Inventory	DND tracks information on pollutant releases, disposals, and transfers that originate from our bases and wings. Our reporting includes data on road dust, PCBs, and ammunition by-products.

4.3 Out of Scope

The following activities are considered out of scope for this contract and the Contractor must not undertake any of the following activities:

- a. Contaminated sites;
- b. Health and Safety (H&S) compliance as per the Canada Labour Code and regulations. Any H&S findings will not be reported in the environmental audit reports but can be signaled to Base/Wing command;
- c. Radiological and nuclear safety compliance;

- d. Non-public property such as CANEX;
- e. CAF housing for soldiers;
- f. Environmental Management Systems that are not managed by ADM(IE);
- g. Ammunitions and Explosives management;
- h. HazMat as it relates to health and safety;
- i. Provincial, territorial and local laws and requirements; and
- j. Military operations such as training exercises, firing range bullet berms, and activities conducted by ships, armoured vehicles and aircraft under the command of the CAF.

4.4 The work must be done in accordance with ISO 19011 Guidelines for Auditing Management Systems principles. The Contractor must perform the following tasks on an as and when required basis:

4.4.1 Initiation / Needs Analysis

- a. Attend a kick-off meeting with the DND Technical Authority and other stakeholders to discuss the objectives and requirements of the mandate and the Contractor's provisional approach and methodology. The meeting will take place within two (2) weeks of contract award.
- b. Review key internal and external documents identified or provided by the DND Technical Authority to obtain contextual information.
- c. Identify additional information required to conceptualize the aim, objectives, scope and requirements of the mandate.
- d. Obtain and analyze the requisite information.
- e. Identify the approach and methodology to successfully complete the mandate.

4.4.2 Annual Work Planning

Upon receipt of approval of the approach and methodology by the DND Technical Authority develop a detailed Work Plan that identifies:

- a. Tasks to be performed;
- b. Deliverables to be produced;
- c. Roles and responsibilities of the resources proposed to perform the work;
- d. Schedule for the performance of each environmental audit; and
- e. Cost associated with the performance of each element of the work and each deliverable.

4.4.3 Site Level Environmental Audit Planning

Perform pre-site visit planning activities, including:

- a. Request information, materiel and tools required to complete the site risk-based audit plan and otherwise prepare to conduct the work;
- b. Review and assess information, materiel and tools required to perform work and otherwise prepare to conduct the audits. The DND Technical Authority will prepare an environmental information package about the site for the two (2) Environmental Compliance and Management System Auditors; and
- c. Meet with the base/wing representatives being audited and DND Technical Authority to review and finalize the draft site Audit Plan.

4.4.4 Audits

Apply ISO 19011 Guidelines for Auditing Management Systems principles to complete risk-based environmental audits at bases/wings, including:

- a. The audit approach must reflect National Defence's multisite approach to environmental management:
 - i. Annual audit of National Defence Headquarters (NDHQ) – the ADM(IE) Environmental Management System; and
 - ii. Select bases and wings across Canada each year.
- b. Conduct an opening meeting to explain site Audit Plans and audit process, including but not limited to:
 - i. Explaining risk based sampling;
 - ii. Explaining the audit conduct process;
 - iii. Confirming the daily schedule in the plan;
 - iv. Confirming key contacts;
- c. Collect evidence through interviews, observations, and records to confirm compliance to regulatory requirements, conformance to policy commitments, and the efficiency and effectiveness of the overarching ADM(IE) environmental management system. Including but not limited to:
 - i. Interviewing environmental specialists, ADM(IE) personnel, and military personnel;
 - ii. Witnessing employees, military personnel and contractors perform work that can significantly impact the environment; and
 - iii. Reviewing records that support ADM(IE) demonstrating due diligence in environmental compliance for its responsibilities.
- d. Audit:
 - i. the efficiency and effectiveness of planning, monitoring and reporting elements of an EMS regarding the feedback loop between ADM(IE) headquarters and local environmental practices;
 - ii. evidence, apply risk-based judgement, and identify areas for improvement and/or non-compliance to legislated requirements, and gaps in performance against policy commitments;
- e. Conduct a closing meeting to review the preliminary findings and next steps, including but not limited to:
 - i. Summary of preliminary results;
 - ii. Items that require follow-up and the due date;
 - iii. Explaining the reporting process.
- f. Record finding(s) to enable communicating results, data analysis, tracking, assigning recommendations for action, and status updates.

4.4.5 Reporting

- a. Prepare summaries, documents, and reports that include the results of analysis, findings, recommendations and results of the audits. Reports will outline the higher risk gaps (report by

exception) to legislation and policy commitments and recommendations. The report shall include, but is not limited to:

- i. Exception based reporting;
 - ii. Size of the sample and population it was drawn from;
 - iii. Findings shall be documented and include:
 - ISO 14001 clause and/or regulatory clause for condition expected;
 - Description of the condition found that clearly describes the gap.
 - Include the evidence to support the finding;
- b. Prepare presentations and communications materials on results; and
- c. Record audit finding(s) to enable data analysis, tracking, and action plan status updates.

5. DELIVERABLES

The Contractor must produce the following Deliverables:

5.1. Base/Wing Level Environmental Audits

No.	Deliverable	Description	Format	Due Date
5.1.1	Site level document review	For each audit location, prepare a list of information and materials required to prepare for the risk-based audit.	MS Office	As per the Task Authorization
5.1.2	Site level environmental audit plan	For each audit location, prepare a risk-based site audit plan and schedule that outlines: <ul style="list-style-type: none"> • Activities that will be audited; • Schedule; • Which auditor will audit each activity; and • Time for opening and closing meetings. <p>The DND Technical Authority will send the audit notifications.</p>	Format Provided	Draft plan four (4) weeks before the site audit Final plan three (3) weeks before the site audit
5.1.3	Site Specific Environmental Audit Reports	For each audit location, prepare a concise, informative and clear risk-based audit report that outlines: <ul style="list-style-type: none"> • Scope of the audit; • Site level audit plan and schedule (actual plan as adjusted on site); • Site findings detailing condition expected as per legislated requirements and policy commitments, and condition found; • The effectiveness of planning, monitoring and reporting processes in relation to the feedback loop between ADM(IE) headquarters and bases/wings; • Key gaps (report by exception) to legislation and policy commitments; and 	MS word	Draft Report within one (1) week of the last day of the site audit Final Report Within four (4) weeks of the last day of the site audit

		<ul style="list-style-type: none"> Overarching recommendations. <p>The DND Technical Authority will provide an audit report template.</p>		
5.1.4	Audit Findings Log	Record detailed site-specific finding(s) into a master spreadsheet provided by the DND Technical Authority to enable data analysis, tracking, assigning recommendations for action, and status updates.	MS Excel	Within four (4) weeks of the last day of the site audit

5.2. Headquarters Annual Environmental Audit

No.	Deliverable	Description	Format	Due Date
5.2.1	Annual DND Level Summary Report and Presentation	<p>Prepare a summary report for ADM(IE) that outlines patterns and trends resulting in organizational level findings related to environmental compliance and environmental management.</p> <p>Prepare a presentation for senior management on the overall compliance and management findings. The presentation must contain at minimum:</p> <ol style="list-style-type: none"> Scope of the audit and regulatory framework; Sites audited in the fiscal year; General compliance status at each site; General EMS status at each site as it relates to planning, monitoring and reporting on environmental performance; Overall findings with their significance; Cumulative patterns and trends across sites visited; Overall performance of the DND organizational wide environmental program; Recommendations for improvement and status of follow-up actions from previous year(s); and Best practices observed. 	MS Word and Power Point	March 31st annually
5.2.2	Audit Findings Log	Record detailed annual headquarters finding(s) into a master spreadsheet provided by the DND Technical Authority to enable data analysis, tracking, assigning recommendations for action, and status updates.	MS Excel	March 31st annually

5.3. The reports and presentation must be submitted in draft form at least five (5) days before the delivery date to allow review and input by the DND Technical Authority. The Contractor may be

required to submit revised drafts with required changes. Deliverables will only be considered final upon written confirmation by the DND Technical Authority.

- 5.4. The Contractor must provide all electronic copies of Deliverables using the Microsoft Office suite of software. Soft copy deliverables must be provided in an accessible format such as Microsoft Word or an alternative format approved by the DND Technical Authority. The copies must be fully editable and free of password protection and editing restrictions. All copies must be prepared using the DND formats and templates that will be provided by the DND Technical Authority.

6. LOCATION OF WORK

- 6.1. The Contractor will be expected to conduct the work at their own facilities; however, the resources must be available to participate in meetings at DND facilities within the NCR as required. These meetings may either be in person, videoconference or via teleconference as determined by the DND Technical Authority.

7. TRAVEL AND LIVING EXPENSES

- 7.1. The resources may be required to travel to the following audit locations:
- a. Various Bases and Wings as listed on the Canadian Armed Forces bases and support units web site (<https://www.canada.ca/en/department-national-defence/services/bases-support-units.html>).
- 7.2. If required by the DND Technical Authority, the Contractor must prepare a trip report and provide it to the DND Technical Authority for review and approval, no later than ten (10) working days after return from the trip.

8. LANGUAGE OF WORK

- 8.1. All communications with DND staff and the Canadian Armed Forces must be performed in the official language (English or French) preferred by the employee or member of the Canadian Armed Forces.
- 8.2. All Deliverables must be submitted in English (excluding deliverables for the work conducted in Quebec which must be submitted in French). Work conducted in Quebec must be submitted in French.
- 8.3. DND will arrange for the translation of Contractor-produced deliverables as required (excluding deliverables for the work conducted in Quebec which must be submitted in French).

9. CONSTRAINTS

- 9.1. Contractor resources must adhere to the following standards, specifications, policies, and directives. The environmental compliance and management system audits must focus on Federal Acts and Regulations that are in force at the time of the audit and will be specified for each location. Examples of relevant statutory requirements include:
- a. Canadian Environmental Protection Act (CEPA):

Environmental Emergency Regulations	https://laws-lois.justice.gc.ca/eng/regulations/SOR-2003-307/index.html
Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations	https://laws-lois.justice.gc.ca/eng/regulations/SOR-2005-149/index.html
Federal Halocarbon Regulations	https://laws-lois.justice.gc.ca/eng/regulations/SOR-2022-110/index.html
PCB Regulations	https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-273/index.html
Prohibition of Asbestos and Products Containing Asbestos Regulations	https://laws-lois.justice.gc.ca/eng/regulations/SOR-2018-196/index.html
Prohibition of Certain Toxic Substances Regulations	https://laws-lois.justice.gc.ca/eng/regulations/SOR-2012-285/index.html
Release and Environmental Emergency Notification Regulations	https://laws-lois.justice.gc.ca/eng/regulations/SOR-2011-90/index.html
Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations	https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-197/index.html

- b. Impact Assessment Act of Canada (IAA) 2019;
- c. Species at Risk Act; and
- d. Fisheries Act.

9.2. Provincial Acts and Regulations do not bind the federal crown but can impact Contractors performing work for DND/CAF. Also, to be considered are the Government of Canada environmental policy commitments found in:

Federal Sustainable Development Strategy	https://www.canada.ca/en/services/environment/conservation/sustainability/federal-sustainable-development-strategy.html
Greening Government Strategy	https://www.canada.ca/en/treasury-board-secretariat/services/innovation/greening-government/strategy.html
Treasury Board Policy Suite	https://www.tbs-sct.gc.ca/pol/index-eng.aspx (mostly in the Real Property category).

10. CONTRACTOR SUPPORT

10.1. As required to perform the contract work and at the discretion of the DND Technical Authority, DND will endeavour to provide Contractor resources with:

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

ANNEX “B” - BASIS OF PAYMENT

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

1.0 Professional Fees

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

Category of Personnel	All Inclusive Fixed Daily Rate (Can \$)	Level of Services (Estimated)	Total (Can \$)
	A	B	C = A x B
Initial Contract period: date of Contract Award to one year later (dates to be specified in the resulting contract)			
Two (2) Environmental Compliance and Management System Auditors	\$	80 days	\$
Extended Contract period 1: from end of Initial Contract period to one year later (dates to be specified in the resulting contract)			
Two (2) Environmental Compliance and Management System Auditors	\$	80 days	\$
Extended Contract period 2: from end of Extended Contract period 1 to one year later (dates to be specified in the resulting contract)			
Two (2) Environmental Compliance and Management System Auditors	\$	80 days	\$
Extended Contract period 3: from end of Extended Contract period 2 to one year later (dates to be specified in the resulting contract)			
Two (2) Environmental Compliance and Management System Auditors	\$	80 days	\$
Extended Contract period 4: from end of Extended Contract period 3 to one year later (dates to be specified in the resulting contract)			
Two (2) Environmental Compliance and Management System Auditors	\$	80 days	\$

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

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

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

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

The all-inclusive rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent

travelling from the specified individual's work location to a specific pre-authorized work assignment that is inside the National Capital Region (NCR) defined in the [National Capital Act](#) (R.S.C., 1985, c. N-4), available on the Justice website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>). Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling will not be permitted.

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

Initial Contract Period: \$ [redacted]
Extended Contract Period 1 (If Option is Exercised): \$ [redacted]
Extended Contract Period 2 (If Option is Exercised): \$ [redacted]
Extended Contract Period 3 (If Option is Exercised): \$ [redacted]
Extended Contract Period 4 (If Option is Exercised): \$ [redacted]

2.0 Cost Reimbursable Expenses

2.1 Authorized Travel and Living Expenses for Work

Concerning the requirements to travel described in Annex A, Statement of Work , the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed outside the National Capital Region (NCR) defined in the [National Capital Act](#) (R.S.C., 1985, c. N-4), available on the Justice website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>), at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

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

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

Total Estimated Cost of Authorized Travel and Living Expenses

Initial Contract Period: \$ [redacted]
Extended Contract Period 1 (If Option is Exercised): \$ [redacted]
Extended Contract Period 2 (If Option is Exercised): \$ [redacted]
Extended Contract Period 3 (If Option is Exercised): \$ [redacted]
Extended Contract Period 4 (If Option is Exercised): \$ [redacted]

3.0 Total Estimated Cost

Initial Contract Period: \$ [redacted] [amounts to be inserted in the resulting contract]
Extended Contract Period 1 (If Option is Exercised): \$ [redacted]
Extended Contract Period 2 (If Option is Exercised): \$ [redacted]
Extended Contract Period 3 (If Option is Exercised): \$ [redacted]
Extended Contract Period 4 (If Option is Exercised): \$ [redacted]

Solicitation No. - N° de l'invitation
W6369-23-X049
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
0 (Original)
File No. - N° du dossier

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

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.7.2 of the Contract.

ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- Direct Deposit (Domestic and International)
- Electronic Data Interchange (EDI)

ANNEX "D" - DND 626 TASK AUTHORIZATION FORM



TASK AUTHORIZATION AUTORISATION DES TÂCHES

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

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

Contract no.
Enter the PWGSC contract number in full.

Task no.
Enter the sequential Task number.

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

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

Previous value
Enter the previous total dollar amount including taxes.

To
Name of the contractor.

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

Delivery/Completion date
Completion date for the task.

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

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

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

GST/HST
The GST/HST cost as appropriate.

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

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

Notes:
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.

A
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/elles 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" - Non-Disclosure Agreement

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. W6369-23-X049 between His Majesty the King in right of Canada, represented by the Minister of National Defence and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: W6369-23-X049

Signature

Date