

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage , Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

|   |  |  |
|---|--|--|
| <b>Title - Sujet</b><br>SR.ENGINEER M&S   |  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W847C-130042/A  |  | <b>Date</b><br>2012-10-22  |
| <b>Client Reference No. - N° de référence du client</b><br>W847C-130042   |  |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$\$V-054-25019   |  |  |
| <b>File No. - N° de dossier</b><br>054sv.W847C-130042   | <b>CCC No./N° CCC - FMS No./N° VME</b> |  |
| <b>Solicitation Closes - L'invitation prend fin<br/>at - à 02:00 PM<br/>on - le 2012-11-13</b>  |  | <b>Time Zone<br/>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>              |  |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Brault, Laurie   |  | <b>Buyer Id - Id de l'acheteur</b><br>054sv                                |
| <b>Telephone No. - N° de téléphone</b><br>(819) 956-1378 ( )  |  | <b>FAX No. - N° de FAX</b><br>(819) 997-2229                               |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br><br>Specified Herein<br>Précisé dans les présentes |  |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Science Procurement Directorate/Direction de l'acquisition  
de travaux scientifiques  
11C1, Phase III  
Place du Portage  
11 Laurier St. / 11, rue Laurier  
Gatineau, Québec K1A 0S5

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

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## **This requirement contains a security requirement - See Part 6**

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

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

The Attachments include the List of Suppliers, Pricing Schedule, Technical Criteria and Certifications Precedent to Contract Award.

The Annexes include the Statement of Work, Basis of Payment, Security Requirements Check List, Insurance Requirements, Non-Disclosure Agreement, DND 626, Task Authorization Form, Sample MS Office Excel Spreadsheet for Periodic Usage Reports - Contracts with TA s.

The list of suppliers being invited to bid on this bid solicitation is provided as Attachment 1 to Part 1. This list will not be updated if additional suppliers request copies of the bid solicitation.

### 2. Summary

The Department of National Defence has a requirement for one (1) Senior engineer for support services that are required on an "as and when requested" basis in Modeling & Simulation (M&S) including, but not necessarily limited to, technical document generation and review, participation in technical meetings and test and evaluation activities, provision of advice and participation in project-related working groups.

The Work to be performed must be in accordance with this Requirement and as described in each Task Authorization. It is expected that the majority of the Work will be in the review, evaluation and provision of technical advice in respect of the synthetic training component of major air projects.

It is Canada's intent to award one (1) "as and when requested" contract to satisfy the Requirement. The period will be for a one (1) year period from the date of contract award, with the irrevocable option to extend the term of the contract by up to three (3) additional one (1) year periods under the same conditions.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT) and Canada-Peru FTA/Canada-Columbia FTA.

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There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder.

#### OCCUPATIONAL CATEGORIES REQUIRED:

Stream: 2 - General Engineering and Related Services

Classification: Engineer

Level: Senior

Service Language: English

This procurement is subject to the Controlled Goods Program.

### 3. Debriefings

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

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## **ATTACHMENT 1 to PART 1**

### **LIST OF SUPPLIERS**

ADGA Group Consultants  
Airborne Systems Canada Ltd.  
Ajilon Consulting  
Amtek Engineering Services Ltd.  
BMT Fleet Technology  
C-Core  
Calian Ltd.  
Fleetway Inc.  
General Dynamics Canada Ltd.  
International Saftey Research Inc.  
Proxmaxis Systems Inc.  
Valcom Consulting Group

## PART 2 - BIDDER INSTRUCTIONS

### 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>) 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 (2012-07-11), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) calendar days.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation

#### 1.1 SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving

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Unit by the date, time and place indicated on page 1 of the bid solicitation. Bids transmitted to PWGSC by electronic mail will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### **3. Enquiries - Bid Solicitation**

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

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

### **4. Applicable Laws**

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

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



## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Technical Bid 4 hard copies;  
 Section II: Financial Bid 1 hard copy; and  
 Section III: Certifications 1 hard copy.

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

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

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

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

To assist Canada in reaching its objectives, bidders are encouraged to :

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

#### Section I: Technical Bid

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

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

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

#### Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.

- 1.2** Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
- 1.3** When preparing their financial bid, bidders should review the basis of payment in Annex *B* and clause 1.2, Financial Evaluation, of Part 4.
- 1.4** The rate included in the pricing schedule detailed in Attachment 1 to Part 3 exclude travel and living expenses: the total estimated cost of all travel and living expenses that may need to be incurred for Work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed outside the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/> the total estimated cost of travel and living expenses \_\_\_\_\_.
- 1.5** In their financial bids, Bidders must provide a price breakdown as follows for the firm price in response to the pricing schedule detailed in Attachment 1 to Part 3 :

**1- Professional fees:** For each individual, bidders must indicate:

- a) its quoted all inclusive fixed daily rate; and
- b) the estimated corresponding number of working days. Bidders must specify the number of hours included in a working day exclusive of meal breaks.

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

- a. Work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/> ;
- b. travel between the successful bidder's place of business and the NCR; and
- c. the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation;

**2. Travel and Living Expenses:** for work described in Part 7 of this bid solicitation to be performed outside of the NCR only: For each individual, bidders must indicate the number and cost of journeys, together with the basis of these costs, which must not exceed the limits of the Treasury Board (TB) Travel Directive. With respect to the TB Travel Directive, only the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Directive and the other provisions of the Directive referring to "travellers", rather than those referring to "employees", are applicable.

**3. GST / HST:** any applicable GST and HST are to be shown separately.

**1.6** Bidders should include the following information in their financial bid:

- 1. Their legal name;
- 2. Their Procurement Business Number (PBN); and

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3. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
- a. their bid; and
  - b. any contract that may result from their bid.

## **1.7 SACC Manual Clauses**

C3010T(2010-01-11), Exchange Rate Fluctuation

### **Section III: Certifications**

In Section III, Bidders should include the certifications required under Part 5.

## 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 per diem rate (in Cdn \$) for each of the resource categories identified.

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

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

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

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

|          | PERIOD   | ALL-INCLUSIVE<br>FIXED per diem<br>RATE<br>(in Cdn \$) | Volumetric<br>Data<br>(estimated) | Total<br>(in Cdn \$) |
|----------|--|--|-----------------------------------|----------------------|
|          |  | A  | B                                 | C = A x B            |
| <b>1</b> | <b>Period 1 - Contract award to March 31, 2013</b>   |  |                                   |                      |
| 1a       | Senior engineer  |  | 40 days                           |                      |
|          | Total Period 1:  |  |                                   |                      |
| <b>2</b> | <b>Optional Period 1 - April 1, 2013 to March 31, 2014</b>   |  |                                   |                      |
| 2a       | Senior engineer  |  | 40 days                           |                      |
|          | Total Optional Period 1:   |  |                                   |                      |
| <b>3</b> | <b>Optional Period 2 - April 1, 2014 to March 31, 2015</b>   |  |                                   |                      |
| 3a       | Senior engineer  |  | 40 days                           |                      |
|          | Total Optional Period 2:   |  |                                   |                      |
| <b>4</b> | <b>Optional Period 3 - April 1, 2015 to March 31, 2016</b>   |  |                                   |                      |
| 4a       | Senior engineer  |  | 40 days                           |                      |
|          | Total Optional Period 3:   |  |                                   |                      |
| <b>4</b> | <b>Evaluated Price (GST/HST excluded):</b><br>(i.e., sum of: Total Period 1 + Total Optional Period (s)) <span style="float: right;">\$ _____</span> |  |                                   |                      |
| <b>5</b> | <b>GST or HST</b><br>Insert GST or HST amount, as applicable:  |  |                                   | GST:<br>HST:         |

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## 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

### 1.1 Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

### 1.2 Financial Evaluation

- 1.2.1 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 contract guarantee.
- 1.2.2 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.

### 2. Basis of Selection

#### 2.1 Basis of Selection - Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated price will be recommended for award of a contract.”

## ATTACHMENT 1 to PART 4

### TECHNICAL CRITERIA

#### 1.1.1 Mandatory Technical Criteria

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

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

| <b>Mandatory Technical Criteria (MT)</b> |   |
|--|---|
| <b>Number</b>                            | <b>Mandatory Technical Criterion</b>  |
| <b>MT1</b>                               | <p>The proposed Senior Engineer must have as a minimum a university undergraduate degree in Engineering from a Canadian Council of Professional Engineers (CCPE) accredited engineering program (Copy of certificate to be provided with the Bidder's Proposal);</p> <p>OR</p> <p>Alternatively, should the candidate's degree be from a non-CCPE accredited engineering program, their engineering education credentials must be deemed 'substantially equivalent' by the CCPE via an application to the Engineering International - Education Assessment Program, (EI-EAP), (Copy of the official CCPE judgement to be included);</p> <p>OR</p> <p>Finally, as a third alternative, the candidate's engineering education credentials will be considered compliant if the candidate is deemed eligible for registration as a Professional Engineer by a recognized provincial licensing body (proof of which is to be provided with the Bidder's proposal).</p> |
| <b>MT2</b>                               | The proposed Senior Engineer must have a minimum of eight (8) years of experience as an Engineer.   |
| <b>MT3</b>                               | The proposed Senior Engineer must possess a minimum of six (6) years demonstrated experience over the past ten (10) years performing modelling and simulation functions   |
| <b>MT4</b>                               | The proposed Senior Engineer must have demonstrated experience in at least two (2) Canadian military aviation modelling and simulation related capital acquisition projects.  |

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Bidders should provide the required certifications in Section III of their bid.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Authority will have the right to ask for additional information to verify bidders' Contracting compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

- 1.1** Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

## 2. Certifications

### 2.1 Certifications Precedent to Contract Award

The certifications included in Attachment 1 to Part 5, Certifications Precedent to Contract Award, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## ATTACHMENT 1 to PART 5

### CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

#### 1.1.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP or, if the Bidder is a joint venture and if any of the members of the joint venture is subject to the FCP, evidence of the commitment made by the Bidder or by each member of the joint venture who is subject to the FCP must be provided by the Bidder before the award of any contract resulting from the bid solicitation.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either, as a result of a finding of non-compliance by HRSDC, or, following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. The Bidder or, if the Bidder is a joint venture, any of the members of the joint venture who does not fall within the exceptions enumerated in 3.a or b below or does not have a valid certificate number confirming its adherence to the FCP must fax (819-953- 8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder or, if the Bidder is a joint venture, the member of the joint venture certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. ( ) is not subject to the FCP, having a workforce of less than 100 permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more in Canada;
- b. ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. ( ) is subject to the FCP, has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

Further information on the FCP is available on the HRSDC Web site.

#### 1.2 Former Public Servants Certification



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

## 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 Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above ? **YES ( ) NO ( )**

If so, the Bidder must provide the following information:

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

## Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 Goods and Services Tax or Harmonized Sales Tax.

## **Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

### **1.3 Status and Availability of Resources**

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

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

### **1.4 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## PART 6 - SECURITY, AND INSURANCE REQUIREMENTS

### 1. Security Requirement

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

### 2. Controlled Goods Requirement

SACC Manual clause A9130T (2011-05-16), Controlled Goods Program

### 3. Insurance Requirements

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

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

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

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

#### 1.2 Task Authorization

**1.2.1** Work described at Annex A Statement of Work, will be performed under the Contract on an “as and when requested basis”.

**1.2.2** With respect to the Work mentioned under paragraph 1.2.1 of this clause,

**1.2.2a)** an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;

**1.2.2b)** the TA Authority and limit will be determined in accordance with paragraph 1.2.3 of this clause;

**1.2.2c)** the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;

**1.2.2d)** the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A and

**1.2.2e)** the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex A DND 626, Task Authorization Form. An authorized TA is a completed Annex A signed by the TA Authority.

#### 1.2.3 TA Authority and Limit

**1.2.3.1** The Project Authority may authorize individual TAs inclusive of any revisions up to a limit of \$75,000.00, GST or HST extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

**1.2.3.2** The authority specified under paragraph 1.2.3.1 of this clause is granted subject to the sum specified in the Contract under clause 6.2.1 , Limitation of Expenditure - Cumulative Total of all authorized Tas, not being exceeded.

#### 1.2.4 Administration of the TA Process - Department of National Defence

The administration of the TA process will be carried out by DND. This process includes: monitoring, controlling and reporting on expenditures of the Contract to the Contracting Authority.

#### 1.2.5 TA Process

**1.2.5.1** For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex A DND 626, Task Authorization Form, containing as a minimum:

1. the task or revised task description of the Work required, including:
  - i. the details of the activities or revised activities to be performed;
  - ii. a description of the deliverables or revised deliverables to be submitted; and
  - iii. a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
2. the Contract security requirements applicable to the task or revised task;
3. the Contract basis (bases) of payment applicable to the task or revised task; and
4. the Contract method(s) of payment applicable to the task or revised task

**1.2.5.2** Within three (3) calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task;
2. a breakdown of that cost in accordance with Annex B .

### **1.2.5.3 TA Authorization**

**1.2.5.3.1** The TA Authority will authorize the TA based on:

1. the request submitted to the Contractor pursuant to paragraph 1.2.6.1 above;
2. the Contractor's response received, submitted pursuant to paragraph 1.2.6.2 above; and
3. the agreed total estimated cost for performing the task or, as applicable, revised task .

**1.2.5.4** The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).The original version will follow by mail.

## **1.2.6 Minimum Work Guarantee - All the Work - Authorized TAs**

### **1.2.6.1**

- "Maximum Contract Value" means the sum specified in Contract clause 6.2.1, Limitation of Expenditure - Cumulative Total of All Authorized TAs; and
- "Minimum Contract Value" means 10% of the Maximum Contract Value.

**1.2.6.2** 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 1.2.6.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor

and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

**1.2.6.3** In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

**1.2.6.4** Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

## **1.2.7 Periodic Usage Reports - Contracts with Tas**

**1.2.7.1** The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.

**1.2.7.2** No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs 1.2.7.3 and 1.2.7.4 below in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

A sample MSOffice spreadsheet containing the data elements contained in paragraphs 1.2.7.3 and 1.2.7.4 is provided in Annex F.

**1.2.7.3** For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the TA number appearing on the TA form;
- the date the task was authorized appearing on the TA form;
- the total estimated cost of the task (GST/HSTextra) before any revisions appearing on the TA form;
- the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, then 2, etc:
  - the TA revision number;
  - the date the revision to the task was authorized;
  - the authorized increase or decrease (GST/HSTextra);
  - the total estimated cost of the task (GST/HST extra) after authorization of the revision;
  - the total cost incurred for the task (as last revised, as applicable), GST/HST extra;
  - the total cost incurred and invoiced for the task (as last revised, as applicable), GST/HST extra;
- the GST/HST total amount invoiced;

- the total amount paid, GST/HST included;
- the start and completion date of the task (as last revised, as applicable); and
- the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

**1.2.8.4** For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the sum (GST/HSTextra) specified in clause 6.2.1 Limitation of Expenditure - Cumulative Total of all Authorized TAs
- the total cost incurred for all authorized tasks inclusive of any revisions, GST/HST extra;
- the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, GST/HST extra;
- the GST/HST total amount invoiced for all authorized tasks inclusive of any revisions; and
- the total amount paid for all authorized tasks inclusive of any revisions, GST/HST extra.

## **2. Standard Clauses and Conditions**

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

### **2.1 General Conditions**

2035 (2012-07-16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## **3. Security Requirement**

- 3.1 The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, with approved Document safeguarding at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 3.2 This contract includes access to controlled goods. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada.  
  
In order to gain access to Controlled Goods, the contractor personnel, who DND would deem to be embedded contractors, pursuant to the 2007 Exchange of Letters between DND and the U.S. Department of State, must **EACH** be citizens of Canada and hold a valid **SECRET** clearance, granted or approved by **CISD/PWGSC**.
- 3.3 The Contractor/Officer personnel requiring access to **PROTECTED/CLASSIFIED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security screening at the level of **SECRET**, granted or approved by the **CISD, PWGSC**.
- 3.4 The processing of **PROTECTED/CLASSIFIED** information electronically at the Contractor's site is **NOT** permitted under this Contract.
- 3.5 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of **CISD/PWGSC**.

3.6 The Contractor must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (b) Industrial Security Manual (Latest Edition).

#### 4. Term of Contract

##### 4.1 Period of the Contract

The period will be for a one (1) year period from the date of contract award.

##### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Laurie D Brault  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch

Place du Portage III - 11C1- Room 72  
11 Laurier St  
Gatineau, Québec  
K1A 0S5

Telephone: 819-956-1378  
Facsimile: 819-997-2229  
E-mail address: laurie.brault@tpsgc-pwgsc.gc.ca

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

##### 5.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Solicitation No. - N° de l'invitation

W847C-130042/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

054sv

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

W847C-130042

File No. - N° du dossier

054svW847C-130042

CCC No./N° CCC - FMS No/ N° VME

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail address: \_\_\_\_\_

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

#### **(Information to be inserted at Contract Award)**

### **5.3 Contractor's Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail address: \_\_\_\_\_

#### **(Information to be inserted at Contract Award)**

### **5.4 Procurement Authority**

The Procurement Authority for the Contract is:

Name : \_\_\_\_\_

Organization : \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail address: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### **(Information to be inserted at Contract Award)**

## **6. Payment**

### **6.1 Basis of Payment**

#### **6.1.1 TA subject to a Limitation of Expenditure**

When the basis of payment specified in a TA authorized and issued under the Contract is limitation of expenditure, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the basis of payment cost elements, in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the authorized TA, or
- (c) as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA, whichever comes first.

If the notification is for inadequate authorized TA funds, the Contractor must provide to the TA Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.1.1.2 Authorized travel and living expenses for Work performed outside the National Capital Region (NCR) only**

For the requirements relative to travel described in section 8 of the Statement of Work in Annex A :

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees", to a limitation of expenditure of \$\_\_\_\_\_ (**amount to be inserted at contract award**). Customs duty are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

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

Canada will not accept any travel and living expenses for:

- a. Work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/> ;
- b. Any travel between the Contractor's place of business and the NCR; and

- c. Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the firm lot price for professional fees specified above.

## 6.2 Canada's Total Liability

### 6.2.1 Limitation of Expenditure - Cumulative Total of all Authorized TAs

Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_. **(amount to be inserted at contract award)**. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

The Contractor must notify the Contracting Authority, in writing, as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Contract expiry date, or
- (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required and requested in all authorized TAs, inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure (contract clause 6.1.1, TA subject to a Limitation of Expenditure), whichever comes first.

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.

## 6.3 Method of Payment

### 6.3.1 Methods of Payment - Authorized TA

The following method of payment will form part of the authorized TA:

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

### 6.3.2 Monthly Payments

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;
- c. the Work performed has been accepted by Canada.

## 6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
 C2000C (2007-11-30), Taxes - Foreign-based Contractor  
 C0305C (2008-05-12), Cost Submission

A9116C (2007-11-30), T1204 Information Reporting by Contractor

## 6.5 Discretionary Audit

C0705C (2010-01-11 ), Discretionary Audit

## 7. Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices should not be submitted until all work identified in the invoice is completed.
- b. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and payment. **(information to be inserted at Contract Award)**
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 8. Certifications

- 8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

## 10. 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 (2012-07-16) General Conditions - Higher Complexity - Services;
- (c) Annex A Statement of Work;
- (d) Annex B Basis of Payment;
- (e) Annex C Security Requirements Check List;
- (f) Annex D Insurance Requirements (if applicable);
- (g) the signed Task Authorizations (including all of its annexes, if any); and
- (h) the Contractor's bid dated \_\_\_\_\_.

## 11. Defence Contract

SACC Manual clause A9006C (2008-05-12), Defence Contract

## 12. Foreign Nationals (Canadian Contractor)

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

**OR**

**12. Foreign Nationals (Foreign Contractor)**

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

**13. Insurance**

SACC Manual clause G1005C (2008-05-12) Insurance

**13.1 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

**14. Controlled Goods**

SACC Manual Clause A9131C (2011-05-16), Controlled Goods Program

SACC Manual Clause B4060C (2011-05-16), Controlled Goods

**15. Canadian Forces Site Regulations**

SACC Manual clause A9062C (2011-05-16) Canadian Forces Site Regulations

**16. Government Site Regulations**

SACC Manual clause A9068C (2010-01-11) Government Site Regulations

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## **ANNEX A**

### **STATEMENT OF WORK**

#### **MODELING AND SIMULATION**

#### **TITLE: OPERATIONAL TRAINING SYSTEM PROVIDER (OTSP) PROJECT**

#### **1. REQUIREMENT**

Senior engineering support services are required on an "as and when requested" basis to support the Department of National Defence (DND) in Modeling & Simulation (M&S) including, but not necessarily limited to, technical document generation and review, participation in technical meetings and test and evaluation activities, provision of advice and participation in project-related working groups.

The Work to be performed must be in accordance with this Requirement and as described in each Task Authorization. It is expected that the majority of the Work will be in the review, evaluation and provision of technical advice in respect of the synthetic training component of major air projects.

#### **2. OBJECTIVE**

The objective of this Requirement is to provide support to DND Ottawa in the review, evaluation and provision of technical advice in respect of the synthetic training component of major air projects.

#### **3. BACKGROUND**

The OTSP project, which includes the synthetic training component of both the ACP-T (Airlift Capability Project – Tactical – the CC130J Hercules) and MHLH (Medium Heavy Lift Helicopter – the CH147 F Chinook) acquisition projects, requires the support of specialists with in-depth expertise in the Modelling & Simulation domain.

DGAEP/DTAES 6 provides specialist advisory services in Modelling and Simulation to the Canadian Air Force including Weapons System Managers (WSMs), Project Management Offices (PMOs), and the Chief of the Air Staff and operational community. This requires a degree of specialised knowledge not currently resident within the Section; for these reasons it has necessitated DTAES 6 seeking to sponsor the acquisition by OTSP of the required Contractor support in the near term to ensure that objectives are met.

Through DTAES 6-sponsored support to OTSP, the M&S Senior Engineer will support OTSP and DTAES 6's ability to promote the effective delivery of the department's mandate and responsibilities.

#### **4. SCOPE OF WORK - TASK DESCRIPTION**

The M&S Senior Engineer may be required to perform the following tasks, on an "as and when requested" basis, with specific details, work and deliverables to be identified in each individual Task Authorization.

The M&S Senior Engineer must perform the following:

- 
- 4.1.1 Review documentation such as but certainly not limited to Acceptance Test Plans and Procedures, the Software Version Description Document (VDD), Systems engineering & design-related data items such as Interface Control Documents, Design Documents, Federation Agreement Document (FAD), or presentation packages for formal Design Reviews, and provide a thorough analysis with comments on the adequacy of these documents;
- 4.1.2 Generate technical documentation such as but not limited to technical requirements, technical reports, technical notes, Risk Assessments, and Briefing Notes;
- 4.1.3 Participate in technical meetings such as but not limited to Design Reviews, Technical Interchange Meetings (TIM), and technical working group meetings;
- 4.1.4 Participate in Test and Evaluation (T&E) of end item deliverables such as but not limited to the Operational Training System Provider's (OTSP) CC130J and CH147F Weapons System Trainers (WST), Tactical Flight Training Device (TFTD), and Part Task Trainers (PTT), Tactical Control Centres (TCC), in accordance with approved Acceptance Test Procedures;
- 4.1.5 Provide written and verbal advice to the acceptance testing Test Director (TD) and the Technical Authority (TA) regarding technical and testing and deficiency and capability-related issues, including:
- project risk-related issues and other programmatic issues related to the testing;
  - the results; and
  - the rectification actions required and proposed.
- 4.1.6 Participate in:
- assigned project-related working groups; and
  - progress and technical review meetings, as required.

#### **4.2 Use of DND procedures and information.**

The M&S Senior Engineer must follow DND procedures as defined in the following documents:

- a. Technical Airworthiness Manual (TAM);
- b. AF 9000 Plus MAP-ON-LINE;
- c. Canadian Forces Technical Orders (CFTO);
- d. Aircraft Operating Instructions (AOIs);
- e. Canadian Forces Flight Test Orders (CFFTOs);
- f. Canadian Aviation Regulations (CARs) and Standards;
- g. Federal Aviation Regulations (FAR); and
- h. International Civil Aviation Organization (ICAO) publications;

The M&S Senior Engineer must report orally to the TA any special circumstance or events affecting the provision of the required services, with written follow-up if requested by the TA.

#### **5.0 OCCUPATIONAL CATEGORIES REQUIRED.**

Stream: 2 - General Engineering and Related Services  
 Classification: Engineer

Level: Senior

Service Language: English

## 6.0 ESTIMATED LEVEL OF EFFORT.

- 6.1 The Senior Engineer will be required on an "as-and-when-needed" basis, not to exceed \$75000 in a fiscal year. Three (1) year options are required in addition to the first contract year. Estimated level of effort is 40 working days per fiscal year.
- 6.2 The Senior Engineer - Modeling & Simulation will be assigned activities on an "as-and-when-required" and "as-and-when-available" basis.
- 6.3 This level of effort is only an estimation made in good faith and is not to be considered in any way as a commitment from Canada.

## 7. GOVERNMENT SUPPLIED EQUIPMENT (GSE)

If required to provide services as set out in section 7.1 below, DND will provide sufficient office space, general-purpose office furniture and EDP equipment AND services (CPU, keyboard, monitor and access to the divisional LAN subject to normal security requirements), for the M&S Senior Engineer resource.

## 8. DND SUPPORT TO CONTRACTOR

- 8.1 The following information, materials, and assistance will be provided if available and deemed appropriate by the TA:
- (a) All available data and documents such as policy documents, directives, instructions, performance data, technical documents, project data, and other data for the provision of services under this requirement;
  - (b) Consultation with the TA and other Crown specialists as may be arranged by the TA;
  - (c) Other information, data and assistance available and requested by the Contractor subject to concurrence by the TA.
- 8.2 Canada will provide special training on an "as and when required basis" to Contractor personnel for DND unique Computer Systems and Software that have been recently implemented or changed. Canada will not incur per diem charges from the Contractor for time while the Contractor personnel are being trained. Upon completion of the special training provided by Canada to the incumbent Contractor trained personnel, should the trained incumbent personnel leave or need to be replaced during the life of the Contract, the Contractor must pay all expenses to train the replacement personnel.
- 8.3 The Contractor is advised that the above does not represent a commitment by Canada and that it is the Contractor's sole responsibility to provide all services required to perform the Contract. The Contractor personnel must be able to work independently on all aspects of the required services.

## 9. LOCATION OF WORK

- 9.1 A portion of the work may be conducted at 400 Cumberland St, Ottawa, Ontario, and 105 Hotel de Ville, Gatineau, Quebec.



## 10. TRAVEL

- 10.1 The Senior Engineer will be required to travel outside the National Capital Region to locations within North America that may but not limited to: Montreal, PQ, Trenton, ON and Petawawa, ON.
- 10.2 All travel will require prior written approval by the Technical Authority.
- 10.3 Where required by the TA, the Senior Engineer – Modeling & Simulation must prepare a trip report and provide it to the TA, for review and approval, no later than **5** working days after return from the trip.

## 11. MEETINGS.

- 11.1 Meetings between Canada, and the Contractor may be required under an Authorized Task and will be chargeable to that Task. Some meetings will be held at DND facilities, others will be held outside of DND. Meetings must be conducted in accordance with the requirements of the Task. The Contractor may be required to attend Task-related meetings upon seventy-two (72) hours notice, including meetings that are held outside of DND facilities.
- 11.2 Contractor personnel must make all necessary preparations in order to actively participate in any meeting convened by the TA.
- 11.3 Where required by the TA, the (Contractor) Senior Engineer – Modeling & Simulation must prepare minutes of all discussions and record of decisions of the meeting(s) and must provide them to the TA, for review and approval, no later than 4 working days after each meeting.
- The minutes of the meeting must includes the following, at a minimum:
  - Those present and those who could not attend
  - A list of the agenda items and topics
  - Summary of discussion for each agenda item including advice given or issues/concerns noted
  - The actions people committed to
  - Summary of any decisions made
- 11.4 The Contractor (Senior Engineer – Modeling & Simulation) must maintain a history of all meetings as well as of all incremental changes to action items and submit it to the TA when requested.

## 12. DELIVERABLES

Deliverables must be completed and submitted in accordance with the requirements set out in the Requirement and under each individual Task Authorization. All deliverables are subject to the satisfaction and acceptance of the Technical Authority.

- 12.1 The Technical Authority will identify specific deliverables in each Task Authorization provided to the Contractor. The Contractor must document activities and deliverables by Task for review and acceptance by Canada.
- 12.2 The Contractor must ensure that work is timely, comprehensive, and of a high standard such that all stakeholders comprehend the messages, themes, and intent of the communications. Oral and written communications must be presented clearly, concisely, and appropriately to support all

Task Authorization Requirements. In fulfilling the demands of this work, the requirements of DND are paramount.

### **13.0 Format of Deliverables**

- 13.1 Unless otherwise specified in the Task Authorization, documentation deliverables must be delivered in the Contractor's format.
- 13.2 On completion of a Task Authorization, all deliverables for that specific Task Authorization must be submitted to the Technical Authority for approval. All deliverables completed in response to the Tasking will be evaluated within a time frame indicated in the Tasking, on the basis of suitability, quality and adherence to established schedule and standards. All documentation, reports and working papers are to be legible, properly indexed and cross-referenced, and in the format requested by the Technical Authority.
- 13.3 The Contractor is required to provide all deliverables in a format that is compatible with the Microsoft (MS) Office Suite of software applications, including MS Word, Excel and Power Point unless an alternate format is specific in the Task Authorization. Deliverables must be in paper or electronic format, as designated by the Technical Authority.

### **14.0 Language of Work and Deliverables**

Unless otherwise specified in an approved Task Authorization, all deliverables must be delivered in English.

### **15.0 Purchased Materiel**

Materiel purchased in accordance with each individual Task Authorization must be delivered as set out in the individual Task Authorization.

### **16.0 Monthly Progress Reports**

For each month, starting the first month after Contract award and continuing until the expiry of the Contract, the Contractor must deliver a Monthly Progress Report to the Technical Authority and Contracting Authority. The report must be delivered to the Technical Authority no later than the last working day of the month and must be in a format acceptable to the Technical Authority.

Monthly reports are not required for any month in which the Contractor does not have an active Task Authorization.

Each report must discuss the progress of the work for each Task Authorization and will include, but is not limited to the following information:

- Task Authorization schedule including delays and concerns;
- Total number of days charged against each Task Authorization during the covered period;
- Cumulative number of days charged against each Task Authorization since Task Authorization issuance;
- Travel costs incurred under each Task Authorization;
- Summary of the technical progress achieved for each Task Authorization or activity;

- Status of all action and decision items originating from each Task Authorization, as well as a list of outstanding activities;
- A description of any problems encountered and proposed resolution;
- Any recommendations relating to the conduct of the work; and
- Risk items and possible mitigation.

## 17.0 LIMITATIONS AND CONSTRAINTS

- 17.1 There may be a requirement for the Senior Engineer – Modeling & Simulation to access information available exclusively at Canada's facilities located at 400 Cumberland St, Ottawa, Ontario and at 105 Hotel de Ville, Gatineau, Quebec.
- 17.2 All documents and processes developed and updated by the Senior Engineer – Modeling & Simulation will be for the review, approval and signature (where required) of the TA.
- 17.3 Decisions concerning revision or definition of policy, budgets, as well as contractual obligations and requirements, are excluded from the Contractor services. Contractor personnel must limit themselves to providing comments and recommendations only to the TA on these issues.
- 17.4 The personnel of the Contractor providing the services will be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada.
- 17.5 During the performance of the Contract, the Contractor or his personnel must not attempt to direct any departmental organizations, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action.
- 17.6 At all times during the provision of the required services, the Contractor personnel will not have access to any proprietary information including but not limited to financial information (including unit prices or rates) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g. Total value of contract(s) awarded). Proprietary information may be provided to Contractor personnel in the performance of the services if a suitable " Non-Disclosure and Confidentiality Agreement" is duly executed by the Contractor personnel.
- 17.7 All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor personnel in providing services under the Contract, remains the property of Canada and must be used solely in support of this requirement. The Contractor must safeguard the preceding information and materials from unauthorized use and must not release them to any third party, person or agency external to DND without the express written permission of the TA. Such information and material must be returned to the TA upon completion of the services or when requested by the TA.
- 17.8 All correspondence, either initiated by the Contractor personnel or by any section of DND, must be submitted to the TA. Correspondence is defined as records of conversation or decisions as well as any written correspondence in any format.
- 17.9 The Contractor must provide the TA or other authorized departmental government representative with access at all times to the work and to the plant or facility where any part of the work is being performed must.
- 17.10 The Contractor must ensure that their personnel do not use Government of Canada or DND designations, logos or insignia on any business cards, cubicle or office signs or written and

electronic correspondence that in any manner lead others to perceive Contractor personnel as being employees of Canada.

## 18.0 SECURITY & CONTROLLED GOODS

**18.1** The Senior Engineer - Modeling & Simulation will be considered to be an Embedded DND Contractor. As such, to be given access to Controlled Goods and Controlled Goods Technical Data, the Senior Engineer - Modeling & Simulation must meet both of the following criteria:

- a. The candidate for the Senior Engineer - Modeling & Simulation at time of bid closing and at all times during the performance of the Contract, must possess a valid security clearance at the level of **SECRET** as per Security Requirements Check List (SRCL).

## 19. LANGUAGE REQUIREMENTS

All deliverables must be submitted in English. Meetings must be conducted in English.

## 20. GLOSSARY

|         |   |
|---------|---|
| ACP-T   | Airlift Capability Project – Tactical – the CC130J Hercules   |
| AOI     | Aircraft Operating Instructions                               |
| CA      | Contracting Authority   |
| CAR     | Canadian Aviation Regulations                                 |
| CFFTO   | Canadian Forces Flight Test Order                             |
| CFTO    | Canadian Forces Technical Orders                              |
| CGC     | Controlled Goods Certification                                |
| DGAEPM  | Director General Aerospace Equipment Procurement Management   |
| DND     | Department of National Defence                                |
| DTAES 6 | Directorate Technical Airworthiness and Engineering Support 6 |
| FAD     | Federation Agreement Document                                 |
| FAR     | Federal Aviation Regulations                                  |
| ICAO    | International Civil Aviation Organization                     |
| M&S     | Modeling & Simulation   |
| MHLH    | Medium Heavy Lift Helicopter – the CH147 F Chinook            |
| PMOs    | Project Management Offices                                    |
| PTT     | Part Task Trainers  |
| T&E     | Test and Evaluation   |
| TA      | Technical Authority   |
| TAM     | Technical Airworthiness Manual                                |

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|      |                                 |
|------|---------------------------------|
| TCC  | Tactical Control Centres        |
| TD   | Test Director                   |
| TFTD | Tactical Flight Training Device |
| TIM  | Technical Interchange Meetings  |
| T&E  | Test and Evaluation             |
| WSMs | Weapons System Managers         |
| WST  | Weapons System Trainers         |
| TFTD | Tactical Flight Training Device |

## ANNEX B

### BASIS OF PAYMENT

#### A - 1.0 Contract Period

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

| Firm All - Inclusive Per Diem Rates |                                  |
|-------------------------------------|----------------------------------|
| Labour Category                     | Contract Period                  |
|                                     | Year 1                           |
|                                     | Contract Award to March 31, 2013 |
| Senior Engineer                     | \$ /day                          |

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

**Total Estimated Cost of Labour:\$** \_\_\_\_\_  
(GST/HST extra)

#### 2.0 Cost Reimbursable Expenses

##### 2.1 Authorized travel and living expenses for Work performed outside the National Capital Region (NCR) only

For the requirements relative to travel described in section 8 - Travel and Living of the Statement of Work in Annex A:

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the 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.

Canada will not accept any travel and living expenses for:

- Work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/>;

- b. Any travel between the Contractor's place of business and the NCR; and
- c. Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all inclusive fixed time rates specified in subsection A -1.0 above.

**Total Estimated Cost of Authorized Travel and Living Expenses: \$\_\_\_\_\_**  
(GST/HST extra)

**Total Estimated Cost to a Limitation of Expenditure -**  
**Cumulative Total of all Task Auhtozaitons: \$\_\_\_\_\_**  
(GST/HST extra)

With the exception of the firm rate(s) and price(s), the amounts shown in the various items specified above 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 estimated cost does not exceed the aforementioned Limitation of Expenditure.

#### **B. Option to Extend the Period of the Contract**

This section is only applicable if the option(s) to extend are exercised by Canada.

During the option period(s) of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the option period(s).

**B- 1.0 Option Period 1 - From April 1, 2013 to March 31, 2014**

**B- 2.0 Option Period 2- From April 1, 2014 to March 31, 2015**

**B- 3.0 Option Period 3 - From April 1, 2015 to March 31, 2016**

| <b>Firm All - Inclusive Per Diem Rates</b> |  |  |  |
|--|--|--|--|
| Labour Category                            | Option Periods   |  |  |
|  | Option Period 1:<br>April 1, 2013 to<br>March 31, 2014 | Option Period 2:<br>April 1, 2014 to<br>March 31, 2015 | Option Period 3:<br>April 1, 2015 to<br>March 31, 2016 |
| Senior Engineer                            | \$ /day  | \$ /day  | \$ /day  |

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

## ANNEX C

## SECURITY REQUIREMENTS CHECK LIST

|   |  |   |  |
|---|--|---|--|
|  Government of Canada / Gouvernement du Canada   |  | Contract Number / Numéro du contrat<br><b>W847C-130042</b>                |  |
|   |  | Security Classification / Classification de sécurité<br><b>UNCLAS</b>     |  |
| <b>SECURITY REQUIREMENTS CHECK LIST (SRCL)</b><br><b>LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>  |  |   |  |
| <b>PART 1 - CONTRACT INFORMATION / PARTIE 1 - INFORMATION CONTRACTUELLE</b>   |  |   |  |
| 1. Originating Government Department or Organization /<br>Ministère ou organisme gouvernemental d'origine   |  | 2. Branch or Directorate / Direction générale ou Direction                |  |
| Department of National Defence  |  | <b>39A FPM</b>  |  |
| 3. a) Subcontract Number / Numéro du contrat de sous-traitance  |  | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant |  |
| 4. Brief Description of Work / Brève description du travail<br>Technical Engineering and Maintenance Services   |  |   |  |
| 5. a) Will the supplier require access to Controlled Goods?<br>Le fournisseur aura-t-il accès à des marchandises contrôlées? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui  |  |   |  |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?<br>Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui  |  |   |  |
| 6. Indicate the type of access required / Indiquer le type d'accès requis   |  |   |  |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?<br>Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.)<br>(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui                                 |  |   |  |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.<br>Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |  |   |  |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage?<br>S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui   |  |   |  |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès  |  |   |  |
| Canada <input checked="" type="checkbox"/>  |  | NATO / OTAN <input type="checkbox"/>                                      |  |
| Foreign / Étranger <input type="checkbox"/>   |  |   |  |
| 7. b) Release restrictions / Restrictions relatives à la diffusion  |  |   |  |
| No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> <b>SM</b>  |  | All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>     |  |
| Not releasable / À ne pas diffuser <input checked="" type="checkbox"/>  |  | Restricted to: / Limité à: <input type="checkbox"/>                       |  |
| Restricted to: / Limité à: <input type="checkbox"/>   |  | Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>     |  |
| <b>SM Embedded contractor</b>   |  |   |  |
| 7. c) Level of information / Niveau d'information   |  |   |  |
| PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>   |  | NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>           |  |
| PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>   |  | NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>      |  |
| PROTECTED C / PROTÉGÉ C <input type="checkbox"/>  |  | NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>            |  |
| CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>   |  | NATO SECRET <input type="checkbox"/>                                      |  |
| SECRET <input checked="" type="checkbox"/>  |  | COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>           |  |
| TOP SECRET <input type="checkbox"/>   |  |   |  |
| TRÈS SECRET <input type="checkbox"/>  |  |   |  |
| TOP SECRET (SIGINT) <input type="checkbox"/>  |  |   |  |
| TRÈS SECRET (SIGINT) <input type="checkbox"/>   |  |   |  |
|   |  | PROTECTED A / PROTÉGÉ A <input type="checkbox"/>                          |  |
|   |  | PROTECTED B / PROTÉGÉ B <input type="checkbox"/>                          |  |
|   |  | PROTECTED C / PROTÉGÉ C <input type="checkbox"/>                          |  |
|   |  | CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>                      |  |
|   |  | SECRET <input type="checkbox"/>   |  |
|   |  | TOP SECRET <input type="checkbox"/>                                       |  |
|   |  | TRÈS SECRET <input type="checkbox"/>                                      |  |
|   |  | TOP SECRET (SIGINT) <input type="checkbox"/>                              |  |
|   |  | TRÈS SECRET (SIGINT) <input type="checkbox"/>                             |  |
| TBS/SCT 350-103(2004/12)  |  |   |  |
| Security Classification / Classification de sécurité<br><b>UNCLAS</b>   |  |   |  |
|    |  |   |  |



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CCC No./N° CCC - FMS No/ N° VME

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Government  
of CanadaGouvernement  
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité  
UNCLAS

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité:

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel:

Document Number / Numéro du document:

## PART B - PERSONNEL SUPPLIER / PARTIE B - PERSONNEL FOURNISSEUR

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

☐ RELIABILITY STATUS  
COTE DE FIABILITE☐ CONFIDENTIAL  
CONFIDENTIEL☒ SECRET  
SECRET☐ TOP SECRET  
TRÈS SECRET☐ TOP SECRET - SIGINT  
TRÈS SECRET - SIGINT☐ NATO CONFIDENTIAL  
NATO CONFIDENTIEL☐ NATO SECRET  
NATO SECRET☐ COSMIC TOP SECRET  
COSMIC TRÈS SECRET☐ SITE ACCESS  
ACCÈS AUX EMBLEMENTS

Special comments:

Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes

## PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

## INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes

## PRODUCTION

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes

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Security Classification / Classification de sécurité  
UNCLAS

Canada

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 Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

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

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

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

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

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

## SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Category<br>Catégorie  | PROTECTED<br>PROTÉGÉ |   |   | CLASSIFIED<br>CLASSIFIÉ      |        |                           | NATO   |                              |        |                           | COMSEC               |                              |        |                           |
|--|----------------------|---|---|------------------------------|--------|---------------------------|--|------------------------------|--------|---------------------------|----------------------|------------------------------|--------|---------------------------|
|  |                      |   |   |                              |        |                           |  |                              |        |                           |                      |                              |        |                           |
|  | A                    | B | C | CONFIDENTIAL<br>CONFIDENTIEL | SECRET | TOP SECRET<br>TRÈS SECRET | NATO RESTRICTED<br>NATO DIFFUSION RESTREINTE | CONFIDENTIAL<br>CONFIDENTIEL | SECRET | TOP SECRET<br>TRÈS SECRET | PROTECTED<br>PROTÉGÉ | CONFIDENTIAL<br>CONFIDENTIEL | SECRET | TOP SECRET<br>TRÈS SECRET |
| Information / Assets<br>Renseignements / Biens<br>Production | ✓                    | ✓ |   | ✓                            | ✓      |                           |  |                              |        |                           |                      |                              |        |                           |
| IT Media /<br>Support TI                                     |                      |   |   |                              |        |                           |  |                              |        |                           |                      |                              |        |                           |
| IT Link /<br>Lien électronique                               |                      |   |   |                              |        |                           |  |                              |        |                           |                      |                              |        |                           |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

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

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

☒ No  
Non

☐ Yes  
Oui

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

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## ANNEX D

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- 
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- (r) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## 2. Errors and Omissions Liability Insurance

The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

The following endorsement must be included:

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Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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## 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: **W847C-130042/001/SV** between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services 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: **W847C-130042/001/SV**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## ANNEX F

## DND 626, TASK AUTHORIZATION FORM

| National Défense<br>Defence nationale  |   | Page 1 of 1   |  |
|--|---|---|--|
| Task Authorization   |   | Autorisation de tâches  |  |
| ALL INVOICES/PROGRESS CLAIMS MUST SHOW THE REFERENCE CONTRACT AND TASK NUMBERS<br>TOUTES LES FACTURES DOIVENT INDiquer LES NUMÉROS DU CONTRAT ET DE LA TÂCHE |   | Contract No.<br>No. du contrat  |  |
| Task No.<br>No. de la tâche  |   | Previous Value/Value précédente   |  |
| Amendment No. - No de la modification<br>00-00-00  |   | Increase/Decrease - Augmentation/Réduction  |  |
| To: - A:   |   | <b>TO THE CONTRACTOR</b><br>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.<br>Please advise the undersigned if the completion date cannot be met. Invoice/progress claims shall be prepared in accordance with the instructions set out in the contract.          |  |
| DELIVERY LOCATION - LIEU DE LIVRAISON  |   | <b>À L'ENTREPRENEUR</b><br>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.<br>Prière d'aviser le signataire si la livraison ne peut se faire dans délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat. |  |
| DELIVERY/COMPLETION DATE<br>DATE DE LIVRAISON/D'ACHÈVEMENT<br>Y/M/D  |   | Date<br>for the Department of National Defence<br>pour le ministère de la Défense nationale   |  |
| Contract Item No.<br>No d'article du contrat   | Services  | Cost/Prix   |  |
| 00001  | <b>REQUIREMENT/BESOIIN</b><br>Reason for order<br><br><br><b>Special Instructions</b> |   |  |
| Subtotal   |   |   |  |

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## ANNEX G

## Sample MS Office Excel Spreadsheet for Periodic Usage Reports - Contracts with TAs

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