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PART 1 – GENERAL INFORMATION

1. INTRODUCTION

- 1.1 The Department of National Defence (DND) has a requirement for “as-and-when-requested” special advisory services for the Commander of the Royal Canadian Air Force (RCAF) which includes support services for the RCAF Honoraries Program. Details of the requirement are outlined in Annex A – Statement of Work.
- 1.2 It is intended to award a single contract to provide services through March 31st, 2015 with three (3) option periods, each to extend by an additional 1 year at the Crown’s discretion.
- 1.3 This document contains a security requirement.

2. OTHER INFORMATION

- 2.1 These services are currently being provided by Lansdowne Technologies Inc. of Ottawa, Ontario as a result of a competitive contract awarded by Public Works and Government Services Canada
- 2.2 DND has determined that any intellectual property rights arising from the performance of the Work under the resulting Contract will belong to Canada, on the following grounds: where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

3. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- 3.1 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 (SACC) Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.
- 3.2 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of this bid solicitation and accept the clauses and conditions of the resulting contract.
- 3.3 Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.



PART 2 – INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. PROPOSAL FORMAT

- 1.1 Bidders are requested to submit one (1) copy of their technical proposal, one (1) copy of their financial proposal and one (1) copy of their certifications. The technical proposal, financial proposal and certifications should be submitted as separate documents and no financial information should appear in the technical proposal or certifications. All documents should be in either Microsoft Word or PDF format.

2. MULTIPLE BIDS

- 2.1 Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. If more than one bid is submitted by the same bidder, Canada will accept only the first bid presented and reject all other bids.

3. APPLICABLE LAWS

- 3.1 Any resulting contract will be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.
- 3.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice. In order to do so, bidders are requested to indicate the change in their bid. This change will not affect the validity of the bid. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

4. IDENTIFICATION OF THE BIDDER'S POINT OF CONTACT

- 4.1 The Bidder's point of contact information (including name, address, telephone number and e-mail address) should be included and clearly identified in the proposal response to facilitate any communication during the evaluation process.

5. DELIVERY INSTRUCTIONS FOR PROPOSALS

- 5.1 Proposals are to be submitted by e-mail or fax to the Contracting Authority and must be received by the closing date and time. Both the e-mail address of the Contracting Authority Representative and the closing date and time appear on the first page of the Request for Proposal (RFP). To obtain a fax number, an e-mail may be sent to the Contracting Authority.
- 5.2 **Individual e-mails exceeding five (5) megabytes, or that include other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger proposals may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders must not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to



confirm receipt. Technical and financial documents received after the closing date and time will not be accepted.

- 5.3 Bidders are requested to ensure that the DND reference number and closing date and time appearing on the first page of the RFP are clearly indicated in the e-mail or fax submission.
- 5.4 Proposals may be submitted in either English or French.
- 5.5 Proposals will not be returned.
- 5.6 No payment will be made for costs incurred in the preparation and submission of a proposal in response to the RFP.

6. COMMUNICATIONS REGARDING THE BID SOLICITATION

- 6.1 To ensure the integrity of the competitive bid process, enquiries and other communications regarding this solicitation are to be directed only to the Contracting Authority, i.e. Director Services Contracting (D Svcs C), at the e-mail address appearing on the first page of the RFP.
- 6.2 Enquiries and other communications are not to be directed to any other government official(s) or person(s) having access to government buildings or information. Enquiries and other communications are to be directed only as detailed in the above paragraph. Failure to comply with this requirement may result, for that reason alone, in the bid being declared non-responsive.
- 6.3 Enquiries should be submitted by e-mail and received by the Contracting Authority no later than fourteen (14) calendar days prior to the closing date to allow DND sufficient time to provide a response. Enquiries received after that time may not be answered.
- 6.4 It is the Bidder's responsibility to obtain clarification of any terms, conditions or technical requirements contained in the RFP. During the RFP posting period, potential bidders are encouraged to submit questions or requests for clarification regarding the content of the RFP. This is the only opportunity prior to the closing date for bidders to address issues or raise any concerns related to the RFP content.
- 6.5 To ensure consistency and quality of information provided to bidders, relevant enquiries received, and the replies to such enquiries, will be published on the Government Electronic Tendering System (GETS) available at <https://buyandsell.gc.ca/tenders>, without revealing the source(s) of the enquiries. It is the Bidder's responsibility to ensure that they are aware of any updates and/or amendments to the RFP published on GETS, including relevant enquiries received and the replies to such enquiries.



7. VALIDITY OF BIDS

- 7.1 Any proposal submitted must remain open for acceptance of a period of not less than ninety (90) calendar days after the closing date. Amendments to the Bidder's bid/proposal response will not be accepted after the closing date and time.
- 7.2 All bidders submitting proposals will receive written notification of the results of the evaluation as soon as the process is complete. Bidders should allow at least forty-five (45) calendar days after the closing date for the results to be known. Responses to requests for information on the status of the evaluation will not normally be provided until all evaluations are complete.

8. RIGHTS

- 8.1 Canada reserves the right to:
- a. reject any or all proposals received in response to the RFP;
 - b. cancel the RFP at any time;
 - c. reissue the RFP;
 - d. seek clarification and verify any or all information provided with respect to the RFP; and
 - e. negotiate with the sole responsive Bidder to ensure best value to Canada.

9. PRICING SUPPORT/REVIEW

- 9.1 In the event that the Bidder's proposal is the sole responsive proposal received, the Bidder must provide, upon DND's request, acceptable forms of price support.
- 9.2 Bidders are advised that a review of the proposed pricing may be required. Detailed supporting documentation may be requested by DND to validate the rates and other charges proposed.



PART 3 – EVALUATION CRITERIA AND SELECTION METHODOLOGY

1. ACCEPTANCE OF REQUEST FOR PROPOSAL TERMS AND CONDITIONS

- 1.1 By submitting a proposal in response to the Request for Proposal (RFP), the Bidder agrees that it has read, understood and accepted all of the terms and conditions of the RFP, including the SOW, Evaluation Criteria and Selection Methodology, any other annexes and any appendices or attachments.

2. EVALUATION OF PROPOSALS

- 2.1 Proposals must clearly demonstrate that the Bidder meets all of the mandatory criteria to be deemed compliant. Failure to demonstrate this will result in the proposal being declared non-responsive and given no further consideration.
- 2.2 The Bidder must clearly demonstrate relevant experience and qualifications. Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of evaluation. Supporting data must describe responsibilities, duties and relevance to the requirements herein. This may include résumés (if applicable) and/or any other documentation necessary to demonstrate the experience and knowledge attained. Simply repeating the statements contained in the SOW is not sufficient. The Bidder must provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications and experience were obtained.
- 2.3 In order to evaluate the number of months or years of experience attained, the bid must, as a minimum, identify the month and year when the experience commenced and the month and year when the experience was completed. Failure to provide this information will be to the disadvantage of the Bidder. Failure to provide this information in response to a mandatory criterion, wherein the number of months or years of experience is required in order to calculate number of months or years experience attained, will result in the proposal being declared non-responsive.
- 2.4 Failure to provide detailed supporting information to demonstrate how the Bidder meets the mandatory criteria will result in the proposal being declared non-responsive.
- 2.5 In the case where the timelines of experience gained in two or more projects overlap, the duration of time common to each project/experience will not be counted more than once. Experience and knowledge must be relevant to the requirement.
- 2.6 Each proposal will be evaluated solely on its content and the documentation provided as part of the Bidder’s proposal, except as otherwise specifically provided in this solicitation. Any information or proposed options or additions to the Work will not be evaluated.
- 2.7 It is recommended that bidders include a grid in their proposals, cross-referencing the items of the SOW and evaluation criteria to statements of compliance with reference to supporting data/evidence contained in their proposals. Any misrepresentation either made knowingly or unknowingly, may result in the proposal being declared non-responsive.



Information to Bidders: The compliance grid, by and of itself, does not constitute demonstrated evidence. As stated in the paragraphs above, only supporting documentation will be accepted as evidence.

- 2.8 An evaluation team composed of government employees from the DND Technical/Project Authority will evaluate the technical proposals on behalf of Canada. In addition, Canada reserves the right to include as evaluation members, non-government employees who are not in conflict of interest by participating.

3. MANDATORY CRITERIA

- 3.1 Responses that clearly demonstrate that all of the mandatory criteria have been met will be evaluated further. It is the Bidder’s responsibility to clearly demonstrate that all of the mandatory criteria are met. Responses failing to do so will be deemed non-compliant and will not be considered further.
- 3.2 The proposal must demonstrate that the Bidder meets each and all of the following mandatory criteria:

#	Mandatory Criterion	Additional Bid Preparation Instructions
M1	<p>The Bidder must demonstrate that the proposed resource has achieved a minimum rank of Lieutenant-Colonel in the RCAF and has retired no earlier than Dec 31, 2007, with a minimum of 20 years of service in the Canadian Armed Forces.</p> <p><u>OR</u></p> <p><u>BOTH OF THE FOLLOWING:</u> The Bidder must demonstrate that the proposed resource has achieved a minimum rank of Lieutenant-Colonel in the RCAF, having retired no earlier than Dec 31, 2007</p> <p><u>AND</u></p> <p>The Bidder must demonstrate that the proposed resource also possesses a minimum of 36 months of demonstrated experience working within the Canadian Armed Forces within the last 7 years from the date of bid closing.</p>	



#	Mandatory Criterion	Additional Bid Preparation Instructions
M2	The Bidder must demonstrate that the proposed resource has at least 60 months of demonstrated experience working at the Strategic Level within the RCAF. "Strategic Level" is defined as working at the offices of NDHQ, 1 CAD, 2 CAD or the HQs of Canada's Allies.	None
M3	The Bidder must demonstrate that the proposed resource possesses a minimum of one Command appointment that took place during the course of his/her RCAF career.	None
M4	<p>The Bidder must provide proof that it (the Bidder) holds a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC), <u>at the time of bid closing</u>.</p> <p>AND</p> <p>The Bidder must demonstrate that any proposed resource(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC), <u>at the time of bid closing</u>.</p>	<p>For organizational security screening status: At a minimum, one (1) of the following must be provided:</p> <ul style="list-style-type: none"> • Copy of the clearance letter issued to the firm; or • Organization screening number. <p>For personnel security screening status: At a minimum, the following must be provided:</p> <ul style="list-style-type: none"> • Name of the individual; • Level of security clearance obtained; • Expiry date; and • Security Screening Certificate and Briefing Form file number

4. FINANCIAL PROPOSAL

- 4.1 For evaluation purposes only, bids that are made in a foreign currency will be converted to Canadian dollars, Goods and Services Tax or Harmonized Sales Tax (GST/HST) excluded. The noon rate given by the Bank of Canada in effect at the closing date and time will be applied as a conversion factor to bids made in foreign currency.
- 4.2 In the financial proposal, bidders must include firm all-inclusive per diem rates, including customs duties, but excluding taxes, for the provision of services as described in the SOW, for the initial contract period and for each option period, if any. When calculating the per diem rates, bidders must consider all costs and all potential extra costs, as no additional claims may be made. A separate figure should be included for any applicable taxes.



5. SELECTION METHODOLOGY

5.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the RFP; and
- b. meet all the mandatory evaluation criteria.

Bids not meeting (a) or (b) will be declared non-responsive.

5.2 Only one (1) contract, if awarded, will be awarded to the responsive Bidder that offers quality services and experience at the best value to Canada. Best value to Canada is defined as the responsive proposal with the lowest total evaluated price.

5.3 For evaluation purposes, the total evaluated price will be calculated as follows:

Period	Firm All-Inclusive Per Diem Rate (CAD)	Level of Services (Estimated)	Total (CAD)
	A	B	C = A x B
Initial Contract Period: (date of the Contract to 31 March 2015)	\$	156 Days	\$
Option Period 1 (one [1] year)	\$	156 Days	\$
Option Period 2 (one [1] year)	\$	156 Days	\$
Option Period 3 (one [1] year)	\$	156 Days	\$
Total Evaluated Price, inclusive of all periods (GST/HST excluded)			\$
GST/HST			\$

5.4 If two (2) or more responsive proposals offer an identical total evaluated price, the proposal that demonstrates the proposed resource has the greatest number of months of experience working at the Strategic Level within the RCAF (see M2 above). If a tie still exists, the proposal that demonstrates the proposed resource has the greatest number of months working in the Canadian Armed Forces (see M1 above) will be awarded a contract, if awarded.



PART 4 – RESULTING CONTRACT CLAUSES

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

1. REQUIREMENT

- 1.1 The Department of National Defence (DND) has a requirement for “as-and-when-requested” special advisory services for the Commander of the Royal Canadian Air Force (RCAF) which includes support services for the RCAF Honoraries Program. Details of the requirement are outlined in Annex A – Statement of Work.

2. STANDARD CLAUSES AND CONDITIONS

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

2.2 General Conditions

- 2.2.1 The 2010B (2013-06-27) General Conditions – Professional Services (Medium Complexity), apply to and form part of the Contract, with the following modifications:
- a. the definition of “Minister” will be the Minister of National Defence; and
 - b. the section entitled “2010B 31 (2012-11-09) Code of Conduct and Certifications – Contract” is hereby deleted and replaced with the following:

Code of Conduct for Procurement

The Contractor certifies that it has read the [Code of Conduct for Procurement](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and agrees to be bound by its terms.

- 2.2.2 The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1, and must be governed accordingly.
Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.
- 2.2.3 As the Contract requires production of or access to controlled goods that are subject to the *Defence Production Act* R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#)



When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods

2.2.4 Basis for Canada's Ownership of Intellectual Property:

- a. DND has determined that any intellectual property rights arising from the performance of the Work under the resulting Contract will belong to Canada, on the following grounds: the material developed or produced consists of material subject to copyright.
- b. The following SACC Manual clause applies to and forms part of the Contract:

SACC Manual Clause 4007 (2010/08/16) - Canada to Own Intellectual Property Rights in Foreground Information.

2.3 **Non-Disclosure Agreement**

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



3. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER

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**, 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** hold a valid **SECRET** clearance, granted or approved by CISD/PWGSC.

3.3 The Contractor personnel requiring access to **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 CISD/PWGSC.

3.4 The Contractor **MUST NOT** remove any **CLASSIFIED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

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. CONTROLLED GOODS

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

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

4.3 The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed Access to Controlled Goods – Embedded Contractor Acknowledgement Letter, attached at Annex D, and provide it to the Procurement Authority before they are given access to Controlled Goods by or on behalf of Canada in connection with the Work.

5. FOREIGN NATIONALS

5.1 SACC Manual Clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor) or A2001C (2006-06-16), Foreign Nationals (Foreign Contractor), as applicable



6. INSURANCE

6.1 SACC Manual Clause G1005C (2008-05-12), Insurance

7. TERM OF CONTRACT

7.1 Period of the Contract

7.1.1 The period of the Contract is from the date of the Contract to [date to be specified in the resulting Contract (Date of Contract Award to 31 March 2015 inclusive)] .

7.2 Option Periods

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

7.2.2 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.

8. CONTRACT AMOUNT

8.1 Canada's total liability to the Contractor under this Contract must not exceed \$[amount to be specified in the resulting Contract] (consisting of \$[amount to be specified in the resulting Contract] for services and \$[amount to be specified in the resulting Contract] for [Goods and Services Tax [GST] or Harmonized Sales Tax [HST]] on these services). If applicable, customs duties are included.

8.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. 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 approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum, as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.



9. TRAVEL AND LIVING

- 9.1 Contractor personnel may be required to travel outside the National Capital Region (NCR).
- 9.2 The Contractor personnel must not make any travel arrangements prior to receiving written approval from the TA.
- 9.3 The requirement for any travel and trip report (content and format) will be identified by the TA. If required by the TA, the Contractor must prepare a trip report in accordance with the current applicable AF9000+ procedures and provide it to the TA, for review and approval, no later than eight working days after return from the trip.
- 9.4 Canada will not accept any travel and living expenses incurred by the Contractor resource as a consequence of any relocation required to satisfy the terms of the Contract.
- 9.5 The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the negotiated meal, private vehicle and incidental allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>, and with the other provisions of the directive referring to “travelers”, rather than those referring to “employees”. All payments are subject to Government Audit. All travel must have the prior authorization of the TA. All travel within the NCR will be at the Contractor’s expense.
- 9.6 Estimated Travel Costs: \$5,000 Annually

10. TASK AUTHORIZATION

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

10.1 Task Authorization Process:

- 10.1.1 The Procurement Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form (copy to be provided in the contract).
- 10.1.2 The Task Authorization will contain the details of the services to be provided in accordance with the Statement of Work, the total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 10.1.3 The Contractor must provide the Procurement Authority, within seven (7) calendar days of its receipt, with a proposal with confirmation of the details and cost in the Task Authorization.
- 10.1.4 The Contractor must not commence work until a Task Authorization authorized by the Procurement Authority or Contracting Authority, as applicable, has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization has been received will be done at the Contractor's own risk.



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

10.2 **Task Authorization Limit:**

10.2.1 The Procurement Authority may authorize individual task authorizations up to a limit of \$[amount to be specified in the resulting Contract], applicable taxes included, inclusive of any revisions.

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

10.3 **Minimum Work Guarantee - All the Work - Task Authorizations:**

10.3.1 In this clause,

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

"Minimum Contract Value" means \$10,000.00.

10.3.2 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 10.3.1. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

10.3.3 In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

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



11. DEPARTMENTAL AND CONTRACTOR REPRESENTATIVES

11.1 Contracting Authority

11.1.1 The Contracting Authority for the Contract is:

Organization: Director Services Contracting (D Svcs C)
Representative: Diane Wouters, Senior Contracting Officer, D Svcs C 4-2-3
Telephone: 819-997-3327
Fax: 819-997-3211
E-mail: Diane.Wouters@forces.gc.ca

11.1.2 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.

11.2 Procurement Authority

11.2.1 The Procurement Authority for the Contract is:

Organization: [Name of organization to be specified in the resulting Contract]
Representative: [Name, title, designation to be specified in the resulting Contract]
Telephone: [Number to be specified in the resulting Contract]
Fax: [Number to be specified in the resulting Contract]
E-mail: [Address to be specified in the resulting Contract]

Mailing Address: National Defence Headquarters
[Name of organization to be specified in the resulting Contract]
Attention: [Designation to be specified in the resulting Contract]
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

11.2.2 The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract, including financial management, maintaining supply records and certifying invoices for payment. 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.



11.3 Technical/Project Authority

11.3.1 The Technical/Project Authority for the Contract is:

Organization: [Name of organization to be specified in the resulting Contract]
Representative: [Rank and name, title, designation to be specified in the resulting Contract]
Telephone: [Number to be specified in the resulting Contract]
Fax: [Number to be specified in the resulting Contract]
E-mail: [Address to be specified in the resulting Contract]

11.3.2 The Technical/Project Authority is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical/Project Authority; however the Technical/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.

11.3.3 The Technical/Project Authority will be the Inspection Authority. All reports, deliverables, documents, goods and all services rendered under this Contract will be subject to inspection by the Inspection Authority or its designated representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract will be undertaken by official correspondence through the Contracting Authority.

11.4 Contractor's Representative

11.4.1 The Contractor has identified the following individual as its representative for administrative matters relating to the Contract.

Name and Title: [Name, title to be specified in the resulting Contract]
Address: [Address to be specified in the resulting Contract]
Telephone: [Number to be specified in the resulting Contract]
Fax: [If applicable, number to be specified in the resulting Contract]
E-mail: [Address to be specified in the resulting Contract]



12. PAYMENT

12.1 Basis of Payment

12.1.1 For Work performed in accordance with the Contract, the Contractor will be paid firm all-inclusive per diem rates to a limitation of expenditure, as specified below and a maximum amount of \$5,000.00 (taxes extra) for travel and living expenses on a cost-reimbursable basis only, in the event that travel (restricted to Canadian locations only) is required. Customs duties, where applicable, are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra.

Period	Firm All-Inclusive Per Diem Rate (CAD)	Level of Services (Estimated)	Total (CAD) Limitation of Expenditure
	A	B	C = A x B
Initial Contract Period (date of the Contract to 31 March 2015)	[\$amount to be specified in the resulting Contract]	156 days	[\$amount to be specified in the resulting Contract]
Option Period 1 ([dates to be specified in the resulting Contract (one [1] year)])	[\$amount to be specified in the resulting Contract]	156 days	[\$amount to be specified in the resulting Contract]
Option Period 2 ([dates to be specified in the resulting Contract (one [1] year)])	[\$amount to be specified in the resulting Contract]	156 days	[\$amount to be specified in the resulting Contract]
Option Period 3 ([dates to be specified in the resulting Contract (one [1] year)])	[\$amount to be specified in the resulting Contract]	156 days	[\$amount to be specified in the resulting Contract]

12.1.2 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 fixed daily rate must be prorated to reflect the actual time worked.

- a. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- b. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



12.2 Method of Payment

- 12.2.1 Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. all such documents have been verified by Canada; and
 - c. the Work performed has been accepted by Canada.

13. INVOICE SUBMISSION

- 13.1 The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 13.2 Invoices must show:
- a. the Contractor’s address;
 - b. the name and mailing address of the Procurement Authority;
 - c. a description of the Work delivered; and
 - d. the total amount invoiced.
- 13.3 Any invoices where items or group of items cannot be easily identified will be sent back to the Contractor for clarification with no interest or late payment charges applicable to Canada.
- 13.4 If Canada disputes an invoice for any reason, Canada agrees to pay the Contractor the portion of the invoice that is not disputed provided that items or services not in dispute form separate line items of the invoice and are otherwise due and payable under the Contract.
- 13.5 Notwithstanding the foregoing, the provisions of the section entitled “Interest on Overdue Accounts” of the general conditions of the Contract will not apply to any such invoices until such time that the dispute is resolved at which time the invoice will be deemed as “received” for the purpose of the “Method of Payment” clause of the Contract.
- 13.6 The Contractor must e-mail a PDF copy of the original invoice along with any required supporting documentation to the Procurement Authority. By doing so the Contractor certifies that the PDF copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Procurement Authority in its covering e-mail. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.



14. SUPPLEMENTAL INVOICING INSTRUCTIONS

- 14.1 Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 14.2 To enable DND to comply with this requirement, the Contractor must provide the following information on each invoice:
- the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
 - the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
 - the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN; and
 - in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

15. CERTIFICATIONS

15.1 Proactive Disclosure of Contracts with Former Public Servants

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

15.2 Compliance

15.2.1 Compliance with the certifications and related documentation 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, provide the related documentation or if 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.



16. APPLICABLE LAWS

NOTE TO BIDDERS: The name of the province or territory as specified by the Bidder in its bid will be inserted below, if applicable.

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

17. PRIORITY OF DOCUMENTS

- 17.1 If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears will prevail over the wording of any document that subsequently appears on the list.
- a. these Articles of Agreement;
 - b. Supplemental General Conditions 4007 (2010-08-16);
 - c. the 2010B (2013-06-27) General Conditions – Professional Services (Medium Complexity), with modifications;
 - d. Annex A – Statement of Work;
 - e. Annex B – Non-Disclosure Agreement;
 - f. Annex C – Security Requirements Check List;
 - g. Annex D – Access to Controlled Goods – Embedded Contractor Acknowledgement Letter; and
 - h. the Contractor's bid dated **[date to be specified in the resulting Contract.]**, as clarified on **[date to be specified in the resulting Contract, if required]**, and as amended on **[date to be specified in the resulting Contract, if required]**.



PART 5 – REQUIREMENTS AND CONDITIONS OF CONTRACT AWARD

1. SECURITY REQUIREMENT

1.1 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 the 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 the 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. CONTROLLED GOODS REQUIREMENT

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

2.2 In the case of a joint venture bidder, each member of the joint venture must meet the requirements of the Controlled Goods Program.

3. CERTIFICATIONS

3.1 Mandatory Certifications Required Precedent to Contract Award

3.1.1 Bidders must provide the required certifications and documentation to be awarded a contract.

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

3.1.3 The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

3.2 Federal Contractors Program for Employment Equity – Bid Certification

3.2.1 By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) – Labour's](http://www.hrsdc.gc.ca) website.



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

3.3 Additional Certifications Precedent to Contract Award

3.3.1 The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed or 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.

Annex E – Consent and Availability Certification

Annex F – Former Public Servant Certification



ANNEX A – STATEMENT OF WORK (SOW)
FOR THE PROVISION OF SPECIAL ADVISORY SERVICES TO
THE COMMANDER OF THE ROYAL CANADIAN AIR FORCE

A 1. GENERAL

- A1.1 **Purpose.** The purpose of this SOW is to define the scope, deliverables and some contractual conditions that apply to the requirement for special advisory services required by the C Air Force.
- A1.2 **Background.** Within the DND, C Air Force is responsible for generating and sustaining a combat-capable, multi-purpose air force to meet Canada's defence requirements, and for the development of RCAF doctrine and force structure. As part of this function, the C Air Force requires special advisory services from various sources to provide sound and timely advice on defence and other issues at a strategic level.
- A1.2.1 The SA must provide advisory and administrative services on an “as-and-when-requested” basis. The SA must provide an independent source of interpretation and insightful judgements to the C Air Force based on extensive experience in the military air environment, including operational experience, as well as a familiarity with the structure and operation of Headquarters, Commands and Wings. In that capacity, the SA must also help facilitate forums for the presentation and discussion of issues of interest to the RCAF and must help to communicate ideas, strategic priorities and operational concerns to the wider military and civilian communities.
- A1.3 **Abbreviations and acronyms.** The following abbreviations and acronyms may be used in this Statement of Work:

C Air Force	Commander Air Force
CAF	Canadian Armed Forces
CEO	Chief Executive Officer
CISD	Canadian Industrial Security Directorate
DND	Department of National Defence
NCR	National Capital Region
NDHQ	National Defence Headquarters
PWGSC	Public Works and Government Services Canada
RCAF	Royal Canadian Air Force
RCAFAC	Royal Canadian Air Force Commander’s Advisory Council
SA	Special Advisor
SOR	Statement of Requirement
SOW	Statement of Work
TA	Technical Authority



A 2. SCOPE OF WORK

- A2.1 C Air Force requires a SA to provide strategic-level advice and provide administrative and planning support to C Air Force and other senior level managers and decision makers on RCAF issues. The SA must also provide advice and secretarial assistance to various committees involved in the strategic guidance of the RCAF. The SA must work closely with C Air Force and/or his delegate and must make recommendations to C Air Force before DND resources are committed. There may be a requirement to travel outside of the National Capital Region (NCR).
- A2.2 The SA must communicate effectively in English, both orally and written. Knowledge of French is beneficial but not essential.

A 3. TASKS

- A3.1 The Contractor must provide one SA resource to provide services that include:
- a. Liaising with stakeholders, such as Senators and other Members of Parliament, Honorary Colonels, CEOs of various air force- and aerospace-related industry organizations, etc.;
 - b. Administering the RCAF Honoraries Program, which includes co-ordinating meetings, providing administrative support, making recommendations, and processing the nomination of new members;
 - c. Providing the appropriate information to the various stakeholders on the issue at hand to help facilitate the decision-making process;
 - d. When requested by the TA, providing an assessment of the issue at hand and making strategic-level, comprehensive recommendations;
 - e. Preparing and updating the C Air Force strategic-level engagement strategy;
 - f. Researching and proposing agenda items for high level committees;
 - g. Co-ordinating RCAFCAC meetings and providing administrative support;
 - h. Co-ordinating special events between the RCAF and various defence and military associations, colleges, aerospace industries and civilian associations;
 - i. Researching and providing advice to C Air Force on strategies for outreach to non-military stakeholders;
 - j. Providing secretarial support to the various committees, which includes organizing and co-ordinating meetings, and preparing and publishing meeting agendas and minutes;
 - k. Attendance at meetings as and when requested by the TA (see 5.0 below); and



- l. Performing other SA support services related to the services above, when requested by the TA.

A 4. DELIVERABLES

- A4.1 Deliverables must be in the form of services provided to the TA per this SOW, any subsequent taskings and of the deliverables generated thereof. Deliverables required include reports, briefing packages, discussions, working groups and other means of knowledge management to acquire information, analyze it, and provide options and solutions to current RCAF issues at hand. The schedule of deliverables must be in accordance with the priorities established by the TA.
- A4.2 The Contractor must prepare monthly status reports for work performed by the supplied resource in a format acceptable to the TA. Each monthly status report must document the following information and any additional information required by the TA:
- a. All significant activities performed by the resource during the period covered by the invoice;
 - b. Status of all action/decision items as well as a list of outstanding activities;
 - c. A description of any problems encountered which are likely to require attention by the TA;
 - d. Any recommendations relating to the conduct of the Work;
 - e. Total number of days charged by the resource during the covered period; and
 - f. Cumulative number of days charged by the resource since the start of the contract.

A 5. MEETINGS

- A5.1 The Contractor will be required to attend and participate in the planning and organization of meetings related to the Work. The Contractor must make all necessary preparations in order to actively participate in any meeting convened by the TA.
- A5.2 All meetings will be conducted at facilities to be provided by DND or any third party, unless otherwise requested by the TA.
- A5.3 If requested by the TA, the Contractor must prepare minutes of all discussions and/or records of decisions of meetings and must provide them to the TA, for review and approval, no later than five working days after each meeting.



A 6. LOCATION FOR PROVISION OF SERVICES

- A6.1 Services must be provided on-site in the NCR. The location is the Major-General Pearkes Building, 101 Colonel By Drive, Ottawa, ON. DND will provide sufficient office space, general-purpose office furniture and information technology equipment/services (computer and access to divisional networks subject to normal security requirements) for the Contractor and its resource.
- A6.2 All of the above provisions are subject to the availability of suitable DND office facilities in the NCR.
- A6.3 Due to the uncertain future availability of DND office facilities in the NCR, the Contractor must be prepared to provide, at no additional cost to Canada, continuous flow of contracted service from their own offices or place of business, to include adequate work space and office equipment, if, for any reason, suitable DND office facilities are unavailable.
- A6.4 After Contract award, Canada will not consider any requests to amend the Contract basis of payment to allow the Contractor to recover any costs associated with a change in the location where the required services are provided.

A 7. DND SUPPORT TO CONTRACTOR

- A7.1 To aid the Contractor in the provision of the required services, 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 deemed necessary by the TA for the provision of services under this SOW;
 - b. Consultation with the TA and other departmental specialists as may be arranged by the TA; and
 - c. Other information, data and assistance available and requested by the Contractor resource, subject to concurrence by the TA.
- A7.2 DND will provide, subject to normal security requirements and only to the specified Contractor resource, access to identified data bases or applications resident on DND computers or networks for the sole purpose of executing the work associated with this Contract. DND, at its sole discretion, will identify the nature and characteristics of such access.
- A7.3 To aid the Contractor in the provision of the required services, Canada may, at its sole discretion, provide special training on new software/tools which are implemented during the term of the contract on an “as and when requested basis” to the Contractor resource for DND-unique systems and procedures. Canada will not incur *per diem* charges from the Contractor for time while the Contractor resource is being trained. Upon completion of the special training provided by Canada to the incumbent Contractor resource, should the trained incumbent resource leave or need to be replaced during the life of the Contract, the Contractor must pay all expenses to train the replacement resource.



A7.4 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 resource must be able to work independently on all aspects of the required services.

A 8. LIMITATIONS AND CONSTRAINTS

A8.1 There will be a requirement for the Contractor resource to access information available exclusively at DND's facility located at 101 Colonel By Drive, Ottawa, and, on occasion, at other DND and Government of Canada buildings situated throughout the NCR.

A8.2 The Contractor resource providing the services must be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada.

A8.3 During the performance of the Contract, the Contractor or its resource(s) must not direct any departmental organizations, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action.

A8.4 Contractor resource(s) must not contact personnel of departmental organizations external to DND, or third parties with whom Canada has or intends to contract, without approval of the TA.

A8.5 At all times during the provision of the required services, the Contractor resource(s) must 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) unless a valid "Non-Disclosure Agreement" exists. Proprietary technical information may be provided to Contractor personnel in the performance of the Work but is subject to the Contractor execution of the "Non-Disclosure Agreement" contained in the Request for Proposal.

A8.6 All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor resource in providing services under the Contract, remains the property of Canada and must be used solely in support of this requirement. The Contractor is required to 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 work or when requested by the TA.

A8.7 All correspondence, either initiated by or submitted to the Contractor resource 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.

A8.8 The TA or other authorized departmental government representative will have access at all times to the Work and to the facility where any part of the Work is being performed.

A8.9 The Contractor must ensure that its resource does not use Government of Canada or DND designations, logos or insignia on any business cards, cubicle/office signs or written/electronic



correspondence that in any manner lead others inside or external to DND to perceive Contractor personnel as being employees of Canada.

A 9. TECHNICAL AUTHORITY

- A9.1 The TA for this requirement will be the primary point of contact for Contractor personnel and will be stated in the Contract award document.
- A9.2 All reports, deliverables, documentation and services rendered will be subject to inspection and signature (where required) by the TA or designated representatives. All deliverables will be evaluated on the basis of suitability, quality and adherence to this SOW. All evaluations will be done within a reasonable time frame, as determined by the TA, based on the particular deliverable.
- A9.3 Should any report, document, good or service not be in accordance with the requirements of this SOW and to the satisfaction of the TA or designated representatives as submitted, the TA has the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.
- A9.4 Any communication with a Contractor regarding the quality of work performed pursuant to this Contract must be undertaken by official correspondence through the Contracting Authority.

A 10. CONTRACTOR MANAGEMENT OF THE CONTRACT

- A10.1 The Contractor is required to actively participate in the overall management of all activities related to this SOW and is directly responsible for the effective supervision and coordination of the activities of its resource under this Contract.
- A10.2 The Contractor is responsible for all the Work produced under this Contract, including completeness, accuracy and adherence to all relevant safety and environmental legislation, regulations, policy, procedures and good practices.
- A10.3 The Contractor is responsible for the pick-up and delivery to the TA of all correspondence, data and taskings.



ANNEX B – NON-DISCLOSURE AGREEMENT

NOTE TO BIDDERS: This annex is to be completed after contract award and is not required in the bid.

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. DND-13/0018975** between Her Majesty the Queen in right of Canada, represented by the Minister of National Defence and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labelled 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 **Contract Serial No. DND-13/0018975**.

Signature

Date



ANNEX C – SECURITY REQUIREMENTS CHECK LIST

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat DND13/0018975 Amendment #2
Security Classification / Classification de sécurité Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine DND	2. Branch or Directorate / Direction générale ou Direction ADM(Mat)/CAS Exec
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 The supplier will provide special advisory and administration services to the Commander Air Force	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	
Restricted to / Limité à : <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :
7. c) Level of information / Niveau d'information	
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET <input type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified
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Canada



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat DND13/0018975 Amendment #2
Security Classification / Classification de sécurité Unclassified

PART A (continued) / PARTIE A (suite)		
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
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? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)		
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis		
<input type="checkbox"/> RELIABILITY STATUS / COTE DE FIABILITÉ <input type="checkbox"/> TOP SECRET – SIGINT / TRÈS SECRET – SIGINT <input type="checkbox"/> SITE ACCESS / ACCÈS AUX EMPLACEMENTS Special comments: / Commentaires spéciaux : _____ NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	<input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input checked="" type="checkbox"/> SECRET / SECRET <input type="checkbox"/> NATO SECRET / NATO SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET	
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? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)		
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS		
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
PRODUCTION		
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF A 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified
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Canada



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat DND13/0018975 Amendment #2
Security Classification / Classification de sécurité Unclassified

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO				COMSEC							
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
						TRÈS SECRET	NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIEL	A		B	C					
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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



National Défense
Defence nationale

REQUEST FOR PROPOSAL
Special Advisory Services for Commander RCAF
DND-13/0018975
ANNEX C – SECURITY REQUIREMENTS CHECK LIST

Page 4 of 4

[SRCL signature page (page 4) to be inserted in the resulting Contract]



**ANNEX D – ACCESS TO CONTROLLED GOODS –
EMBEDDED CONTRACTOR ACKNOWLEDGEMENT LETTER**

The Contractor is required to sign this form as a condition of contract award.

Name of Person (contractor): _____

Name of Company: _____

DND Contract Number: **DND-13/0018975**

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

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

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

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



As an “embedded contractor” in DND, you are not permitted to disclose controlled goods or technical data to anyone other than authorized DND personnel who have a need to know, and have a minimum SECRET level clearance. This includes other individuals who have been identified as embedded contractors. You **MUST NOT** disclose or transfer controlled goods including controlled technical data to any outside third parties, including the company employing you or contracting for your services, unless authorized by the CTAT Office.

Non-compliance with the terms of the DAOD 3003-1 and this letter may result in the denial to access controlled goods/technical data and/or may be considered a default under your current contract and may be subject to violations under the *Defence Production Act* (DPA).

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

Signature _____

Name of CO/Manager (Print) _____

Unit _____

Date _____

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

Signature _____

Name of Contractor (Print) _____

Date _____



ANNEX E – CONSENT AND AVAILABILITY CERTIFICATION

I, _____, herein certify the following:
Name of Proposed Resource

I have given consent to _____
Name of Bidder

to submit my name and résumé for, **Special Advisory Services for Commander RCAF**
as per **Request for Proposal, DND-13/0018975**

and

I am available to begin working on or about _____,
Day Month Year

if the Contract is awarded to the aforementioned Bidder.

Signature Date

----- OR -----

The Bidder (resource) represents a sole-proprietor business.

Name of Resource

Signature Date



ANNEX F – FORMER PUBLIC SERVANT CERTIFICATION

FORMER PUBLIC SERVANT – COMPETITIVE REQUIREMENTS

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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



Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

Name of Authorized Representative

Signature

Date