

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**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

Title - Sujet CAF Diving Program	
Solicitation No. - N° de l'invitation W7719-155276/A	Date 2014-11-28
Client Reference No. - N° de référence du client W7719-155276	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-215-6705	
File No. - N° de dossier TOR-4-37074 (215)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-12-16	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lopez, Maria	Buyer Id - Id de l'acheteur tor215
Telephone No. - N° de téléphone (905) 615-2071 ()	FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 1133 Sheppard Avenue West Toronto Ontario M3K2C9 Canada	

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

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

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

Solicitation No. - N° de l'invitation

W7719-155276/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-4-37074

Buyer ID - Id de l'acheteur

tor215

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

W7719-155276

CCC No./N° CCC - FMS No/ N° VME

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TOR-4-37074

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THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, and Security Requirements Check List (SRCL), and any other annexes or attachments.

1.2 Summary

Department of National Defence requires development of an Integrated Human Factors Programme to procure equipment and systems to increase the capability of the CAF diving for the Diving Task Database (DTD). The DTD will support the CAF diving procurement system by developing a validated science-based Statement of Operational Requirements (SOR) for a series of diving roles that are undertaken by the Navy, Army, Air Force and Special Operations Force Command.

The project will look at current and future roles for CAF divers and will identify, prioritize and group tasks that are essential to success in these roles. Each task will be linked to specific equipment requirements based on operational, industry and human factor guidelines. The result will be scientifically validated equipment standards that can be incorporated into current and future SORs for CAF diving equipment purchases.

1.3 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.

1.4 Communications

As a courtesy and in order to coordinate any public announcements pertaining to this contract, the Government of Canada requests that successful Bidders notify the Contracting Authority 5 days in advance of their intention to make public an announcement related to the recommendation of a contract award, or any information related to the contract. The Government of Canada retains the right to make primary contract announcements.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- a) 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.
- b) 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.
- c) The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Delete: sixty (60) days
Insert: one hundred and twenty (120) days

2.2 Submission of Bids

- a) Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- b) Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant – Competitive – Bid

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

a) 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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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.

b) 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:

name of former public servant;

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.

c) 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:

(i) name of former public servant;

(ii) conditions of the lump sum payment incentive;

(iii) date of termination of employment;

(iv) amount of lump sum payment;

(v) rate of pay on which lump sum payment is based;

(vi) period of lump sum payment including start date, end date and number of weeks;

(vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Communications - Solicitation Period

a) All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

b) 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.

2.5 Applicable Laws

- a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- b) Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.6 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7. Basis for Canada's Ownership of Intellectual Property

The Department of National Defence 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:

- (i) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

2.8 Maximum Funding

The maximum funding available for the contract resulting from the bid solicitation is **\$30,000.00** in Canadian Funds, (Applicable Taxes extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 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)
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:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- (ii) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- (ii) 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.

3.2 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.

3.3 Section II: Financial Bid

- a) A Total Cost to a Limitation of Expenditure, which must not exceed the maximum funding specified in Part 2, Article 2.8. The total amount of Applicable Taxes are to be shown separately, if applicable. The information should be provided in accordance with the Basis of Payment at Annex B.
- b) For Canadian-based bidders, prices must be in Canadian funds, Applicable Taxes excluded and Canadian customs duties and excise taxes included.
- c) For foreign-based bidders, prices must be in Canadian funds, Applicable Taxes, Canadian customs duties and excise taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

- d) For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

e) **Exchange Rate Fluctuation**

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

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.5 Section IV: Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below, on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.
- c) The evaluation team will determine first if there are two (2) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.2 Technical Evaluation

a) Mandatory Technical Criteria

Mandatory technical criteria are included in Attachment 4.1 – Bid Evaluation Criteria.

b) Point Rated Technical Criteria

Point rated technical criteria are included in Attachment 4.1 – Bid Evaluation Criteria.

4.3 Financial Evaluation

a) Mandatory Financial Criteria

- (i) Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B.
- (ii) The maximum funding available for the Contract resulting from the bid solicitation is \$30,000.00 Canadian Funds, (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.
- (iii) The rates proposed at Annex B will be used to determine the Total Bid Evaluated Price as detailed at Attachment 4.2, Financial Bid Evaluation (for Evaluation Purposes only). The evaluated price will be the Total Bid Evaluated Price for the entire requirement which will be calculated by determining the overall average hourly rate of the Occupational Categories.
- (iv) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

4.4. Basis of Selection

Basis of Selection – Highest Point rated Within Ceiling Price

- a) To be declared responsive, a bid must:
 - (i) Comply with all the requirements of the bid solicitation;
 - (ii) Meet all mandatory criteria
- b) The rating is performed on a scale of 15 points.
- c) Bids not meeting (i) and (ii) will be declared non-responsive.
- d) The selection will be based on the highest point rated within the ceiling price.

Attachment 4.1 – Bid Evaluation Criteria

**CAF DIVING PROGRAMME
DEVELOPMENT OF AN INTEGRATED HFPP**

Evaluation Criteria

1.0 Mandatory Criteria:

Proposals will be evaluated first on the basis of the mandatory requirements. Bidders must meet ALL of the mandatory requirements in order to be considered further. Failure on the part of the bidder to meet one (1) or more of the mandatory requirements will result in the proposal being deemed non-compliant and ineligible for further consideration or evaluation.

Mandatory Criteria	Comply (Yes or No)
1.1. The Bidder must have completed at least one contract related to human factors or human systems integration for the Canadian Armed Forces (CAF) or foreign military forces within the past five years. The bidder must provide details of contract, including the title, the client, the cost and the deliverables. (Note: these details will be further assessed under point-rated criteria).	
1.2 The Bidder must provide a copy of the curriculum vitae (CV) for each resource proposed. For each resource, the bidder must indicate his/her occupational category (three possible categories in 3.1). (Note: these CVs will be further assessed under point-rated criteria).	
1.3 All persons in the Bidder's team must be cleared to Secret. Proof of valid Canadian Industrial Security Directorate Security Clearance must be provided at bid closing.	
1.4 The Bidder must have Controlled Goods Designation. Proof of valid Controlled Goods Designation must be provided at bid closing.	

2.0 Point Rated Criteria

2.1 Technical proposal (Maximum 6 points) - If a criterion is not addressed it will be given a score of 0.		Rating
<ul style="list-style-type: none"> Understanding of project scope and objectives (Max. 6 pts) The bidder should provide a completed project to address this evaluation criterion. The bidder should provide summaries of completed projects that address human factors research and modelling for human systems integration for the CAF/foreign military (FM), indicating clearly the scope, objectives and deliverables for each project. Project summary must indicate explicitly if it addresses: <ul style="list-style-type: none"> (a) human factors research (as described in 3.1.1) – yes/no, (b) human factors engineering (as described in 3.1.2) – yes/no. 	<p>6 – Excellent. The bidder has completed projects on:</p> <ul style="list-style-type: none"> (a) human factors research (as described in 3.1.1), <u>and</u> (b) human factors engineering (as described in 3.1.2) <p>3 - Good - The bidder has completed projects in one of the fields:</p> <ul style="list-style-type: none"> (a) human factors research (as described in 3.1.1), or (b) human factors engineering (as described in 3.1.2). <p>0 – None. The bidder has not completed projects in human factors research, human factors engineering, or modelling and simulation for the CAF/FM.</p>	
Subtotal for the technical proposal		

<p>2.2 Team proposal (Maximum 9 points) - If a criteria is not addressed it will be given a score of 0.</p>	
<p>2.2.1 Personnel capability in HF analysis – relevant experience, qualifications and competence proven by similar or related work. (Max. 3 pts)</p> <ul style="list-style-type: none"> • The proposal must provide the names of all personnel who will be assigned to this requirement • Education and/or experience in specific HF analysis methods should be clearly described. • Their curriculum vitae, including list of peer-reviewed and other publications, must be included. • <u>Extensive experience</u> is defined as 2 or more completed projects, where the project(s) involved the use of laboratory, field or interview data to inform or validate analysis, or follow-on system design. • <u>Some experience</u> is defined as one completed project. 	<p>Experience:</p> <p>3 – Excellent. Personnel identified with this capability have <u>extensive experience</u> in a range of HF analysis methods, including <u>all</u> of the following:</p> <ul style="list-style-type: none"> • Mission Function Task Analysis • Physical Demands Analysis • Cognitive Task Analysis <p>2 – Good. Personnel have <u>extensive</u> experience with <u>at least one</u> of the listed HF analysis methods, and training or some experience in at least another listed method.</p> <p>0 – None. Personnel have no experience with HF analysis.</p>
<p>2.2.3 Personnel capability in CAF operations (Max. 3 points)</p> <ul style="list-style-type: none"> • The proposal must provide the names of all personnel who will be assigned to this requirement • Relevant experience and qualifications should be clearly described • Evaluation of this criterion will be based on the combined capability of all identified personnel 	<p>3 – Excellent. Personnel have experience in conducting, supervising, training, or supporting military operations, with combined years of military experience up to 5 years or more.</p> <p>2 – Good. Personnel have experience in conducting, supervising, training, or supporting CAF operations, including operations with combined years of military experience up to 2 years.</p> <p>0 – None. Personnel have no experience in CAF operations.</p>

<p>2.2.4 Personnel capability in interviews, questionnaires, laboratory and field testing (Max. 3 points)</p> <ul style="list-style-type: none"> • The proposal must provide the names of all personnel who will be assigned to this requirement • Relevant education and/or experience should be clearly described. • Evaluation of this criterion will be based on the combined capability of all identified personnel • Extensive experience is defined as 2 or more completed projects. • Some experience is defined as one completed project. 	<p>3 – Excellent. Personnel have extensive experience in <u>all</u> of the following:</p> <ul style="list-style-type: none"> • interviews, • questionnaires, and • field studies <p>involving military participants.</p> <p>2 – Good. Personnel have extensive experience in at least two of the following:</p> <ul style="list-style-type: none"> • interviews, • questionnaires, • laboratory/simulator experiments, or • field studies <p>involving military participants.</p> <p>0 – None. Personnel have no experience in interviews, questionnaires, laboratory/simulator experiments, or field studies.</p>	
Subtotal for team proposal		
Total Score (Maximum points overall: 15)		

3.1 Occupational Categories

3.1.1 Human Factors Research – is concerned with human characteristics and behaviour. Cognitive human factors is concerned with mental processes, such as perception, memory, reasoning, and motor response, as they affect interactions among humans and other elements of a system. (Relevant topics include mental workload, decision-making, skilled performance, human-computer interaction, human reliability, work stress.) Physical human factors are concerned with anatomical, anthropometric, physiological and biomechanical characteristics as they relate to physical activity. (Relevant topics include working postures, materials handling, repetitive movements, work related musculoskeletal

disorders.). Expertise in cognitive or physical human factors is acceptable. Relevant experience will include interviews and focus groups, lab or simulator-based experiments, and field trials.

3.1.2 Human Factors Engineering - is concerned with the application of human factors to the analysis, development, design, certification, operation, and maintenance of human-machine systems. These systems are for use in aviation and space environments including air traffic control, in ground-based combat environments including both mounted and dismounted soldiers as well as ground based vehicle systems, or in maritime environments including surface and subsurface platforms, or in command and control environments including military planning, options analysis, or mission management.

3.1.3 Military Operations – is concerned with experience conducting, supervising, training or supporting military operations in Air Force, Army, Navy, or Joint environments. Experience must be gained in the Canadian Armed Forces, the Canadian Department of National Defence or with another Foreign Military.

PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required Precedent to Contract Award and Certifications Required with the Bid

5.1.1 Certifications Required Precedent to Contract Award

a) Integrity Provisions - Associated Information

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

b) Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (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 website

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

5.1.2 Certifications Required with the Bid

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

a) 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.

b) **Education and Experience**

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

c) **Canadian Content Certification**

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- a) At the date of bid closing, the following conditions must be met:
- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites. This information must be submitted with the bid.
 - (iv) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (v) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding.
- b) 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.

6.2 Controlled Goods Requirement

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 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.

a) General Conditions

2040 (2014-09-25), General Conditions - Research & Development, apply to and form part of the Contract to and form part of the Contract.

b) Supplemental General Conditions

(i) 4002 (2010-08-16), Software Development or Modification Services, apply to and form part of the Contract to and form part of the Contract.

(ii) K3410C (2014-11-27), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract to and form part of the Contract.

7.3 Security Requirement

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Facility Security Clearance at the level of SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
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.
3. The Contractor/Offeror personnel requiring access to **CANADA 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.
4. The Contractor/Offeror personnel requiring access to **NATO UNCLASSIFIED** information or assets do not require to hold a personnel security clearance; however, the Contractor must ensure that the NATO Unclassified information is not releasable to third parties and that the "need to know" principle is applied to personnel accessing this information.
5. The Contractor/Offeror **MUST NOT** remove any CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
6. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
7. The Contractor/Offeror must comply with the provisions of the:

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

7.4.2 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number:

City, Province, Territory / State:

Postal Code / Zip Code:

Country:

7.5 Term of Contract

a) Delivery Date

The period of the Contract is from date of Contract award to 26 February 2015.

7.6 Transition Period

- a) The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 90 days under the same conditions to ensure the required transition. 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.
- b) The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

7.7 Authorities

a) Contracting Authority (to be provided at Contract award)

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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.

b) Project Authority (to be provided at Contract award)

The Project Authority for the Contract is:

Name: _____

Title: _____
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. The Project 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 Project Authority however the Project 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.

c) **Technical (Scientific) Authority** *(to be provided at Contract award)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

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

d) **Contractor's Representative** *(To fill out)*

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

7.8 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

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

7.9 Payment

7.9.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of **\$30,000.00**. Customs duties are included and Applicable Taxes are extra.

7.9.2 T1204 - Direct Request by Customer Department

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

7.9.3 SACC Manual Clauses

C0705C (2010-01-11), Discretionary Audit
C0711C (2008-05-*12), Time Verification

7.10 Invoicing Instructions

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.

Invoices must be distributed as follows:

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

7.11 Certifications

7.11.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

7.11.2 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification (if applicable)
A7017C (2008-05-12), Replacement of Specific Persons

7.12 Applicable Laws

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

7.13 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions:
4002 (2010-08-16), Software Development or Modification Services
K3410C (2008-12-12), Canada to Own Intellectual Property Rights in Foreground Information
- (c) the general conditions 2040 (2014-09-25) Research and Development;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;

-
- (e) Annex C, Security Requirements Check List;
 - (f) Annex D, Insurance Requirements;
 - (g) the Contractor's bid dated _____. (*insert at time of Contract award*)

7.14 Defence Contract

SACC Manual clause A9006C (2012-07-16), Defence Contract

7.15 Foreign Nationals

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

7.16 Insurance

The Contractor must comply with the insurance requirements specified in Annex D. 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.17 Controlled Goods

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=

ANNEX A - STATEMENT OF WORK

STATEMENT OF WORK

1. TITLE

CANADIAN ARMED FORCES DIVING PROGRAMME - DEVELOPMENT OF AN INTEGRATED HUMAN FACTORS PROGRAMME PLAN (HFPP)

2. BACKGROUND

Procurement of diving equipment for Canadian Armed Forces (CAF) has typically been driven by the end users/operators. When a shortfall has been identified with in service diving equipment or procedures, Naval Command is kept informed using a number of methods; (Statement of Capability Deficiency [SOCD], Unsatisfactory Condition Reports [UCR], etc.). When drawing up the Statement of Requirement for new equipment to meet these shortfalls, the Statement writers, whether an individual or group, depend largely on their own experience and the end product will tend to be subjective and may not meet the needs of the greater diving community.

3. SCOPE

In order to provide Command the tools needed to properly procure equipment and systems to increase the capability of the CAF diving, the Diving Task Database (DTD) has been initiated. The DTD will support the CAF diving procurement system by developing a validated science-based Statement of Operational Requirements (SOR) for a series of diving roles that are undertaken by the Navy, Army, Air Force and Special Operations Force Command.

The project will look at current and future roles for CAF divers and will identify, prioritize and group tasks that are essential to success in these roles. Each task will be linked to specific equipment requirements based on operational, industry and human factor guidelines. The result will be scientifically validated equipment standards that can be incorporated into current and future SORs for CAF diving equipment purchases.

There are seven basic roles for CAF diving which are defined as follows:

- a. Mine Counter Measures - The primary role of the Mine Counter Measures team is to clear explosive devices (mines) from the seabed in order to allow passage of shipping (commercial and military) through hostile territory. This is the primary and most complicated role of Clearance divers within the CAF.
- b. Explosive Ordnance Disposal (EOD) - The primary function of the EOD team is to detect, identify, field evaluate, render-safe, recover and dispose of explosive ordnance and unexploded ordnance which constitute a hazard to the public, and which constitute a hazard to Navy ships or military assets, or an impediment to domestic operations. This role is conducted largely underwater, but can also occur in the littoral area (close to shore).
- c. Battle Damage Repair - The primary function of this role is to conduct underwater maintenance on ships, shore installations and underwater facilities of the Navy. This includes a surface supplied diving capability to 100 metres sea water (msw).

-
- d. Force Protection (FP) - Recent operations have highlighted the requirement for Naval Divers to be prepared for defence against terrorist attack. The primary role of Clearance Diving (CD) FP Support Teams will be to provide a versatile combined diving and MEOD response capability and expertise.
 - e. Submarine Search and Rescue (SUBSAR) - Clearance Divers maintain a capability to assist a bottomed, disabled submarine. This is done in conjunction with Remotely Operated Vehicles (ROVs) which are used in depths beyond diver capability.
 - f. Search and Rescue Diving (Air Force SAR Techs) - Search and Rescue divers are the only diving group in the CAF that maintain capability in confined space diving which is used to rescue personnel from submerged spaces.
 - g. Combat Diving (Army Diving) - The role of Combat divers is to extend Combat Engineering roles into the water. Construction, demolition, surveillance, reconnaissance are all roles of the Combat Divers.

4. ACRONYMS

CAF	Canadian Armed Forces
CD	Clearance Diver
DRDC	Defence Research and Development Canada
DTD	Diving Task Database
EDUG	Experimental Diving and Undersea Group
EOD	Explosive Ordnance Disposal
FP	Force Protection
HF	Human Factors
HFPP	Human Factors Programme Plan
msw	metres of seawater
MEOD	Maritime Explosive Ordnance Disposal
ROV	Remotely Operated Vehicle
SAR	Search and Rescue
S OCD	Statement of Capability Deficiency
SOR	Statement of Requirement
SUBSAR	Submarine Search and Rescue

TA	Technical Authority
UCR	Unsatisfactory Condition Report
WBE	Work Breakdown Element

5. Deliverables

- a. **Initial Consult:** Upon contract award meet with DRDC, Toronto Research Centre and the Experimental Diving and Undersea Group (EDUG) to understand programme, project and Human Factors (HF)-related sub-project/Work Breakdown Elements (WBE) goals, preliminary plans, timelines and budgets, to ensure DRDC stakeholders are informed of prior HF work to identify opportunities for efficiencies, and to collaboratively refine HF project and sub-project/WBE goals, scope and detailed plans;
- b. **Human Factors Test Plan** - Develop an integrated HF test plan that is aligned with overall diving programme goals, DRDC client's expectations, timelines and budget that takes into account preliminary and refined HF project plans, the current state of diving HF knowledge and the need for efficiencies (in development of test-beds, data capture capabilities, demands for scientific and diving SME resource demands, etc.). The test plan shall outline the following:
 - i. the major HF-related tasks,
 - ii. schedule (by month) the number, types and goals of investigations/studies, and
 - iii. resource requirements (contract funding, diving participants, equipment needs), with more detail required for the first 2 years of the programme.

The integrated HF test plan shall provide the level of detail required for capital programme approval documentation. The HF Test Plan shall be provided in electronic format using MS Office Word. It is not intended for public release.

- c. **Human Factors Programme Plan** - Develop an integrated HFPP that provides the background, state of HF knowledge, gaps in knowledge pertinent to the acquisition of the next generation suite of diving equipment, framework for developing and validating requirements for this acquisition. The HFPP shall:
 - i. detail the rationale and scope of work,
 - ii. describe the major tasks/studies,
 - iii. identify dependencies,
 - iv. list deliverables,
 - v. detail anticipated outcomes,
 - vi. identify schedule and resource requirements for each of the HF sub-projects/WBEs as well as the overall HF project (i.e. includes the integrated HF test plan detailed in sub-para b above), and
 - vii. propose the management framework.

The HFPP shall include the research questions that will be addressed by each of the HF sub-project/WBEs. The HF Programme Plan shall be provided in electronic format using MS Office Word. It is not intended for public release.

- d. Assist the Technical Authority (TA) (who represents the WBE leads and EDUG project staff) with preparation and finalization of HF-related documentation required by the client for capital funding for Years 1 to 5 of the programme; and
- e. Participate in integrated project team progress review meetings with stakeholders on a monthly basis.
- f. Present the HF Test Plan and HF Programme Plan to the appropriate stakeholders at a meeting at DRDC, Toronto Research Centre prior to date of completion. The presentation will be in MS Office PowerPoint. It is not intended for public release.

6. DATE OF COMPLETION

It has been estimated that the contractor will require approximately 4 weeks to complete this contract. Notwithstanding, this contract must be completed no later than 26 February 2015.

7. Language of Work

English.

8. Location of Work

The work will be performed at the Contractor's site and at DRDC, Toronto Research Centre.

9. Travel

The Contractor is only required to travel to Defence Research and Development Canada - Toronto Research Centre, 1133 Sheppard Ave. W., Toronto, ON, M3K 2C9

Duration: 1 day

Frequency: 2 times

The Treasury Board Travel Directive will apply for any travel, accommodation and living expenses.

10. MEETINGS

Meetings between the TA and the contractor will be required. These may take place onsite, via telephone, or via video conference.

11. GOVERNMENT SUPPLIED MATERIAL

None.

12. GOVERNMENT FURNISHED EQUIPMENT

None.

ANNEX B - BASIS OF PAYMENT

A. LABOUR: At firm hourly rates including overhead and profit.

Occupational Categories	Resources (name and level of expertise)	Estimated Hours	Firm Hourly Rate	Extended Total
	1.		\$	
	2.		\$	
	Etc.		\$	
	1.		\$	
	2.		\$	
	Etc.		\$	
	1.		\$	
	2.		\$	
	Etc.		\$	
	1.		\$	
	2.		\$	
	Etc.		\$	
	1.		\$	
	2.		\$	
	Etc.		\$	

B. DIRECT CHARGES:

1. Equipment: at actual cost
2. Materials and Supplies: at actual cost
3. Subcontracts: at actual cost
4. Travel and Living: in accordance with Contractor's current travel policy but not to exceed Treasury Board Guidelines on travel and living in effect at time travel occurs.
Website: http://www.tbs-sct.gc.ca/travel/travel_e.html

TOTAL LIMITATION OF EXPENDITURE

\$30,000.00
GST/HST Extra

Solicitation No. - N° de l'invitation
W7719-155276/A

Amd. No. - N° de la modif.


Buyer ID - Id de l'acheteur
tor215

Client Ref. No. - N° de réf. du client
W7719-155276

File No. - N° du dossier
TOR-4-37074


CCC No./N° CCC - FMS No/ N° VME

ANNEX C - SECURITY REQUIREMENTS CHECK LIST

		Contract Number / Numéro du contrat W7719-155276/001/TOR	
Government of Canada / Gouvernement du Canada		Security Classification / Classification de sécurité UNCLASSIFIED	
RECEIVED SEP 02 2014			
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		2. Branch or Directorate / Direction générale ou Direction	
DEPARTMENT OF NATIONAL DEFENCE		DRDC/CFEME	
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 PROVIDE A HUMAN FACTORS PROGRAMME PLAN FOR CANADIAN FORCES DIVING			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (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.)			
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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 checked="" type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries / Tous les pays de l'OTAN <input checked="" type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		No release restrictions / Aucune restriction relative à la diffusion <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 type="checkbox"/>		NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input checked="" type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input 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 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
UNCLASSIFIED



Solicitation No. - N° de l'invitation
W7719-155276/A

Amd. No. - N° de la modif.

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 Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

W7719-155276/001/TOR

Security Classification / Classification de sécurité

UNCLASSIFIED

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

☒ No
Non

☐ Yes
Oui

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

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

☒ No
Non

☐ Yes
Oui

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED



Solicitation No. - N° de l'invitation
W7719-155276/A



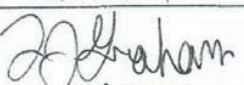

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
tor215

Client Ref. No. - N° de réf. du client
W7719-155276

File No. - N° du dossier
TOR-4-37074

CCC No./N° CCC - FMS No/ N° VME

 Government of Canada / Gouvernement du Canada		Contract Number / Numéro du contrat W7719-155276/001/TCR	
		Security Classification / Classification de sécurité UNCLASSIFIED	
PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Lt(N) Troy Beechinor		Title - Titre Diving Systems Dev Officer	Signature 
Telephone No. - N° de téléphone (416) 635-2090	Facsimile No. - N° de télécopieur (416) 635-2104	E-mail address - Adresse courriel Troy.Beechinor@drdc-rddc.gc.ca	Date 21 AUG 14
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Tippy Graham Senior Security Analyst		Title - Titre Industrial Security	Signature 
Telephone No. - N° de téléphone Tel: 613-949-1035 / Fax: 613-949-1089	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 26 Aug 2014
15. Are there additional instructions (p. ex. Guide de sécurité, Guide de classification de la sécurité) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Anna Kulycka Contract Security Officer, Contract Security Division Anna.Kulycka@tpsgc-pwgsc.gc.ca		Title - Titre	Signature 
Telephone No. - N° de téléphone Tel: 613-957-4253 / Fax: 613-957-4121	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date Sep 29, 2014

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

ANNEX D - INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance.

- a) 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.
- b) The Commercial General Liability policy must include the following:
- I. 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.
 - II. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - III. 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.
 - IV. 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.
 - V. 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.
 - VI. 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.
 - VII. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - VIII. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - IX. 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.
 - X. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - XI. 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 Contr
 - XII. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - XIII. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - XIV. 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

- a) 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.
- b) 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.
- c) The following endorsement must be included:

Notice of Cancellation:

The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice.