



**SOLICITATION CLOSES
L'INVITATION PREND FIN**

**at - à 02:00 p.m. - 14h00
on - le 14 January 2015**

**Time Zone: - Fuseau horaire :
Eastern Standard Time (EST)**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Department of National Defence

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 au : ministère de la Défense nationale

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

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.

Issuing Office - Bureau de distribution

Director Services Contracting 4 (D Svcs C 4)

Title - Sujet Electro-Optics Specialist	
Solicitation No. - N° de l'invitation DND-14/0014905	
Date 5 December 2014	
Reference No. - N° de reference du client N/A	
RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :	
By E-mail: DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca	
Director Services Contracting 4 (D Svcs C 4) Attention: Luc Maillet, Senior Contracting Officer, D Svcs C 4-2-5	
Address Enquiries to: Adresser toutes questions à :	
Contracting Authority: Luc Maillet, Senior Contracting Officer, D Svcs C 4-2-5	
Telephone No. N° de telephone	E-mail Address Courriel
N/A	DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca
FOB - FAB See herein.	
Destination See herein.	
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

TABLE OF CONTENTS

TITLE: ELECTRO-OPTICS SPECIALIST

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws
6. Improvement of Requirement During Solicitation Period
7. Bidders' Conference
8. Site Visit
9. Basis for Canada's Ownership of Intellectual Property

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award
2. Additional Certifications Required Precedent to Contract Award

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement
2. Financial Capability
3. Bid Financial Security
4. Controlled Goods Requirement
5. Insurance Requirements

PART 7 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws

11. Priority of Documents
12. Defence Contract
13. Foreign Nationals (Canadian Contractor) (**OR**) Foreign Nationals (Foreign Contractor)
14. Insurance
15. Controlled Goods Program
16. Limitation of Liability
17. Financial Security
18. Office of the Procurement Ombudsman

List of Annexes:

Annex "A"	Statement of Work
Annex "B"	Basis of Payment
Annex "C"	Security Requirements Check List
Annex "D"	Non-Disclosure Agreement
Annex "E"	Embedded Contractor Letter of Acknowledgment

TITLE: ELECTRO-OPTICS SPECIALIST

PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- 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, the Security Requirements Check List, the Non-Disclosure Agreement, the Embedded Contractor Letter of Acknowledgment and any other annexes.

2. Summary

Canada is seeking to establish a contract for the services of an Electro-Optics Specialist as defined in Annex "A", Statement of Work, for approximately two (2) years for the Department of National Defence, with an option to extend the term of the Contract by one (1) additional one (1)-year period under the same conditions.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial and Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

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

This procurement is subject to the Controlled Goods Program.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- (a) Section 01, Integrity Provisions - Bid, is deleted in its entirety and replaced with the following:

Code of Conduct for Procurement

By submitting a bid, the Bidder 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.

- (b) Section 02, Procurement Business Number, is deleted in its entirety.
- (c) Subsection 2.d of Section 05, Submission of Bids, is deleted and replaced with the following:
2. It is the Bidder's responsibility to:
- d. send its bid only to the Department of National Defence organization receiving the bids as specified on page 1 of the bid solicitation;
- (d) Subsection 4 of Section 05, Submission of Bids, is amended by deleting "sixty (60) days" and inserting "ninety (90) days".
- (e) Section 06, Late Bids, is deleted in its entirety.
- (f) The text under Section 07, Delayed Bids, is deleted and replaced with the following:
- It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- (g) Subsection 1 of Section 08, Transmission by Facsimile, is deleted.

(h) Subsection 2 of Section 20, Further Information, is deleted.

1.1 SACC Manual Clauses - N/A

2. Submission of Bids

Bids must be submitted only to the Department of National Defence (DND) by e-mail or facsimile, by the date and time indicated on page 1 of the bid solicitation. The e-mail address for the submission of bids is indicated on page 1 of the bid solicitation. To submit a bid by facsimile, bidders may obtain a number by sending a request by e-mail to the Contracting Authority identified on page 1 of the bid solicitation.

Electronic Submissions: Individual e-mails exceeding five (5) megabytes in size, or those including other factors such as embedded files, 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 bids may be submitted through more than one e-mail or by facsimile.

DND will confirm receipt of documents. It is the responsibility of the Bidder to ensure that their entire bid submission has been received. Bidders must not assume that all documents have been received unless DND confirms receipt of each document. Due to the possibility of e-mail rejection and/or other technical issues, bidders are requested to allow sufficient time before the closing date and time to submit their bid and for DND to confirm receipt. Bid documents received after the closing date and time will not be accepted.

3. Former Public Servant

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

Definitions

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

- 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.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

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 ten (10) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

7. Bidders' Conference - N/A

8. Site Visit - N/A

9. 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:

- (a) statutes, regulations or previous obligations of Canada to a third party or parties preclude contractor ownership of the Intellectual Property Rights in Foreground Information;
- (b) the main purpose of the contract, or of the deliverables contracted for, is to augment an existing body of Canada's background information as a prerequisite to the transfer of the augmented background to the private sector, through licensing or assignment of ownership (not necessarily to the original contractor), for the purposes of commercial exploitation;

- (c) the main purpose of the contract, or of the deliverables contracted for, is to deliver a component or subsystem that will be incorporated into a complete system at a later date, as a prerequisite to the planned transfer of the complete system to the private sector, through licensing or assignment of ownership, for purposes of commercial exploitation; and
- (d) 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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- Section I: Technical Bid (one (1) soft copy by e-mail or one (1) hard copy by facsimile)
- Section II: Financial Bid (one (1) soft copy by e-mail or one (1) hard copy by facsimile)
- Section III: Certifications (one (1) soft copy by e-mail or one (1) hard copy by facsimile)
- Section IV: Additional Information (one (1) soft copy by e-mail or one (1) hard copy by facsimile)

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

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

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

Section I: Technical Bid

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

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

The technical bid should include a résumé for the proposed resource.

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

Section II: Financial Bid

1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the Pricing Schedule detailed below. The total amount of Applicable Taxes must be shown separately.

Electro-Optics Specialist	Firm All-Inclusive Per Diem Rate (CAD)	Level of Services (Estimated)	Total (CAD)
	A	B	C = A x B
Period of the Contract: from the date of contract award to 28 February 2017	\$	480 days	\$
Extended Contract Period: 1 March 2017 to 28 February 2018	\$	240 days	\$
Evaluated Price, inclusive of all periods (Applicable Taxes excluded)			\$
Applicable Taxes			\$

(Dates are estimated.)

- 1.1.1 The inclusion of volumetric data in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.
- 1.1.2 The rates included in this pricing schedule exclude the total estimated cost of the authorized travel and living expenses described in clause 7 (Payment) of Part 7 of the bid solicitation.
- 1.1.3 The rates included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred for:
 - (a) the Work described in Part 7 of the bid solicitation required to be done, delivered or performed inside the National Capital Region (NCR) defined in the [National Capital Act \(R.S.C., 1985, c. N-4\)](#), available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>);
 - (b) any travel required between the successful bidder's place of business and the NCR; and
 - (c) any relocation of resources required to satisfy the terms of any resulting contract.

1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06) Exchange Rate Fluctuation

1.3 SACC Manual Clauses - N/A

1.4 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.5 When preparing their financial bid, bidders should review the following:

- clause 1.2, Financial Evaluation, of Part 4 of the bid solicitation; and
- article 7, Payment, of Part 7 of the bid solicitation.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

In Section IV of their bid, Bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and e-mail address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 6, article 1, Security Requirement, of the bid solicitation:
 - (a) the name of each individual who will require access to classified or protected information, assets or sensitive work sites; and
 - (b) N/A.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1. Mandatory Technical Criteria

- (a) The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- (b) Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

# MANDATORY TECHNICAL CRITERION (MT)	
MT: ELECTRO-OPTICS SPECIALIST	
MT1	<p>The Bidder must clearly demonstrate that the proposed resource possesses a university degree in Engineering, Physics, Optics or Science from a recognized* Canadian educational institution or the equivalent as established by a recognized* Canadian academic credentials assessment service, if obtained outside Canada. The Bidder must provide a copy of the degree or other verifiable proof issued by the educational institution.</p> <p>*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials web site (http://www.cicic.ca/2/home.canada).</p>
MT2	<p>The Bidder must clearly demonstrate that the proposed resource possesses a minimum of three (3) years hands-on laboratory experience* in the last six (6) years developing, analysing, evaluating and designing optic and electro-optic systems in technology areas of detection and tracking related to ground based surveillance (examples: thermal imagers and electro-optic sensor systems).</p> <p>*Hands-on laboratory experience is defined as experience in actively participating and applying as opposed to possessing theoretical knowledge alone.</p>
MT3	<p>The Bidder must clearly demonstrate that the proposed resource possesses a minimum of four (4) years combined experience in the last ten (10) years conducting project management activities associated with a minimum of five (5) of the following:</p> <ul style="list-style-type: none"> • the review of electro-optic system specifications against standards; • test and evaluation including planning resource allocation aspects related to electro-optical design; • the development of electro-optical sensor systems; • the measurement of range performance of thermal imaging including cooled and uncooled imaging system; • spectral imaging testing for visible and non-visible light sources; and • Electro-Optic Infrared (EOIR) component technology and product selection for design and evaluation of electro-optic system and test set up.
MT4	<p>The Bidder must clearly demonstrate that the proposed resource has prepared a minimum of five (5) reports in the last ten (10) years to brief industry or government on specific projects and activities related to electro-optics equipment/system evaluation and testing procedures.</p>
MT5	<p>The Bidder must clearly demonstrate that the proposed resource possesses a minimum of four (4) years combined experience in the last ten (10) years with a minimum of four (4) of the following:</p> <ul style="list-style-type: none"> • designing and developing opto-mechanical and electro-optical systems using optical tools (examples: interferometers, Modulation Transfer Function (MTF) test equipment, alignment telescopes and inspection devices); • assessing optical coating used for lens attenuation in system design; • assessing end-to-end manufacturing techniques and reproducibility requirements from the component level through to the completed system for electro-optic equipment; • assisting in environmental testing of electro-optic system; and • evaluating system assembly, alignment and test techniques for new electro-optic test equipment such as the range prediction of thermal camera.

1.2 Financial Evaluation

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

2. Basis of Selection

- 2.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract. Where two or more responsive bids achieve an identical lowest evaluated price, the bid with the most experience in Mandatory Criterion MT5 will be recommended for award of a contract.

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.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information - N/A

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Canadian Content Certification - N/A

2.2 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.

2.3 Rate or Price Certification - N/A

2.4 Education and Experience

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) N/A; and
- (e) N/A.

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

1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.3 For additional information on security requirements, bidders should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

2. **Financial Capability - N/A**

3. **Bid Financial Security - N/A**

4. **Controlled Goods Requirement**

SACC *Manual* clause [A9130T](#) (2014-11-27) Controlled Goods Program - Bid

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

5. **Insurance Requirements - N/A**

PART 7 - RESULTING CONTRACT CLAUSES

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

1. **Statement of Work**

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

1.1 **Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before thirty (30) calendar days before the expiry of the Contract by sending a written notice to the Contractor.

1.2 **Task Authorization - N/A**

2. **Standard Clauses and Conditions**

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

2.1 **General Conditions**

[2035](#) (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following modifications:

- (a) Section 01, Interpretation, is amended by deleting "Minister of Public Works and Government Services" and inserting "Minister of National Defence" throughout the section.

- (b) Subsection 5 of Section 22, Confidentiality, is amended by deleting “Public Works and Government Services (PWGSC)” and inserting “Department of National Defence (DND)”.

2.2 Supplemental General Conditions

[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

2.3 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex “D”, 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.

2.4 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or 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.

3. Security Requirement

- 3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract:

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE DND-14-0014905

- 3.1.1 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).
- 3.1.2 The Contractor/Offeror 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.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 3.1.6 The Contractor/Offeror 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).

3.2 Contractor's Site or Premises Requiring Safeguard Measures - N/A

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to 28 February 2017 inclusive. (*estimated*)

4.2 Option to Extend the Contract

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

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

4.3 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5. Authorities

(*Insert contact information at contract award*)

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
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.

5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____ - ____ - ____
Facsimile: _____ - ____ - ____
E-mail address: _____

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

5.3 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____ - ____ - ____
Facsimile: _____ - ____ - ____
E-mail address: _____

The Technical Authority 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.

5.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____ - ____ - ____
Facsimile: _____ - ____ - ____
E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

7.1.1 Limitation of Expenditure

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 \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.1.1.2 Authorized Travel and Living Expenses

For the requirements to travel described in section 11 of the Statement of Work in Annex "A", the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work required to be done, delivered or performed outside the National Capital Region (NCR) defined in the National Capital Act (R.S.C., 1985, c. N-4), available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>), at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees", to a limitation of expenditure of \$10,000.00. Customs duties are included and Applicable Taxes are extra.

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

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

Canada will not accept any travel and living expenses for:

- (a) work required to be done, delivered or performed inside the NCR;
- (b) any travel required between the Contractor's place of business and the NCR; and
- (c) any relocation of resources required to satisfy the terms of the Contract.

7.2 Canada's Total Liability

7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.2.2 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:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.2.4 Canada's Total Liability - Authorized Travel and Living Expenses

7.2.4.1 Canada's total liability to the Contractor under the Contract for authorized travel and living expenses must not exceed \$10,000.00. Customs duties are included and the Applicable Taxes are extra.

7.2.4.2 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 for travel and living expenses 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:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Contract expiry date, or
- (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.3 Method of Payment

SACC *Manual* clause [H1008C](#) (2008-05-12) Monthly Payment

7.4 SACC Manual Clauses

SACC *Manual* clause [A9117C](#) (2007-11-30) T1204 - Direct Request by Customer Department

7.5 Discretionary Audit - N/A

7.6 Time Verification

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

8. Invoicing Instructions

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

Each invoice must be supported by:

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

8.2 The Contractor must provide the original of each invoice to the Procurement Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

9. Certifications

9.1 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.

9.2 Federal Contractors Program for Employment Equity - Default by the Contractor - N/A

9.3 SACC Manual Clauses - N/A

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert Canadian province or territory at contract award*).

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;

- (c) the general conditions [2035](#) (2014-09-25), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Non-Disclosure Agreement;
- (h) Annex E, Embedded Contractor Letter of Acknowledgment; and
- (i) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award.*"), as clarified on _____ " *or* ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

12. Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

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

13. Foreign Nationals (Canadian Contractor)

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

(OR)

13. Foreign Nationals (Foreign Contractor)

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

14. Insurance

SACC Manual clause [G1005C](#) (2008-05-12) Insurance

15. Controlled Goods Program

SACC Manual clause [A9131C](#) (2014-11-27) Controlled Goods Program - Contract

SACC Manual clause [B4060C](#) (2011-05-16) Controlled Goods

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed Embedded Contractor Letter of Acknowledgment, attached at Annex "E", 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.

16. Limitation of Liability - N/A

17. Financial Security - N/A

18. Office of the Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca.

ANNEX "A" STATEMENT OF WORK

STATEMENT OF WORK FOR THE PROVISION OF AN ELECTRO-OPTICS SPECIALIST TO SUPPORT THE QUALITY ENGINEERING TEST ESTABLISHMENT

1.0 GENERAL

1.1 **Purpose.** The purpose of this Statement of Work is to define the scope and deliverables that apply to the Electro-Optics Specialist services requirement within the Quality Engineering Test Establishment.

1.2 **Background.** The Department of National Defence - Quality Engineering Testing Establishment has a requirement for the temporary services of an Electro-Optics Specialist contractor resource to support the organization in meeting a surge in activities and the anticipated heavy workload associated with multiyear electro-optics projects and the Sniper System Project. These projects will require testing and evaluation on dozens of deliverables over a period extending to 2016 and possibly beyond. The resource will be actively involved in the characterization of infrared instruments and imaging systems for the military and aerospace fields. The resource will have to interact efficiently within multidisciplinary project teams.

1.3 **Abbreviations and Acronyms.** The following abbreviations and acronyms are used in this Statement of Work:

CAF - Canadian Armed Forces

DND - Department of National Defence

EO - electro-optics

QETE - Quality Engineering Test Establishment

SOW - Statement of Work

TA - Technical Authority

2.0 SCOPE OF WORK

2.1 The resource is required to provide expert and special advice for the test and evaluation of EO devices in support of QETE's efforts to support future acquisitions of small arms and munitions by DND/CAF. The resource will assist in coordinating tests and evaluations, participate in EO qualification activities and high-level planning sessions with project managers and senior officials of various capital projects, and provide a wide range of deliverables needed to support DND's on-going Long-Term Capital Program. This advice will be delivered in the form of verbal presentations, briefing notes, reports and studies.

3.0 SPECIFIC SERVICES REQUIRED

The resource must perform the following tasks, as required:

3.1 Provide advice on the selection and specification of new systems and equipment;

- 3.2 Evaluate test plans, define the operating environment as it relates to testability and test provisions, to ensure adequate performance of EO systems;
- 3.3 Develop, plan, review and critically assess QETE's EO laboratory capability;
- 3.4 Provide advice to TA on design, manufacturing and testing capabilities, processes and procedures of contractors, and recommend changes to design, maintenance practices and production processes;
- 3.5 Perform EO systems requirement analysis and test and evaluation specification development;
- 3.6 Perform relevant simulations including range prediction for imaging devices and laser systems;
- 3.7 Integrate commercial off-the-shelf and original design modules and products in a multidisciplinary environment (mechanical, electronic and software);
- 3.8 Develop a detailed plan for upgrading the EO testing capabilities for the EO lab;
- 3.9 Participate in high-level planning sessions, working groups, discussions and briefings with project managers and senior officials of various capital projects;
- 3.10 Provide monthly progress reports, as well as briefing notes and other written reports as required;
- 3.11 In addition to providing monthly progress reports, report by e-mail to the TA any special circumstances or events affecting the provision of the required services;
- 3.12 Provide advice on re-engineering initiatives;
- 3.13 Assist TA with developing policies, standards and plans to improve efficiency of QETE's EO capability and capacity to perform next-generation testing and evaluation;
- 3.14 Define, develop and implement business strategies and plans for leveraging resources across multidisciplinary organization for effective delivery of EO projects;
- 3.15 Assist TA with the scheduling and administration of meetings between QETE and QETE's stakeholders;
- 3.16 Research, analyze and provide technical information to TA, related to next-generation EO test equipment needed for future major CAF acquisition projects;
- 3.17 Provide strategic plans and directives;
- 3.18 Provide test and evaluation plans and directives;
- 3.19 Provide strategic plans and directives related to enhancing QETE's EO capability;
- 3.20 Define and implement capital requirements in support of the optical engineering organization including facility, test equipment and special accessories;
- 3.21 Review QETE's EO capability (equipment, facility and resources) and develop the business case including gap analysis and option analysis for enhancing EO test capability in support of Major Capital Project (MCP) acquisition as well as In-Service fleets;

- 3.22 Review QETE's EO test equipment inventory and assisting EO staff in installation of critical test equipment;
- 3.23 Work closely with program management and DND clients to define, analyze and provide advice on the specification and evaluation of key parameters and performance specifications and operational requirements for military and commercial off-the-shelf EO and optics systems;
- 3.24 Review and recommend modifications to QETE's EO technical reports;
- 3.25 Provide bi-weekly progress report presentations to QETE's Senior Management; and
- 3.26 Provide advice on re-engineering initiatives.

4.0 USE OF DND PROCEDURES AND INFORMATION

- 4.1 In carrying out the above work, the Contractor must use relevant DND procedures and information as defined in applicable documents, such as ANSI Z136.1-2007, American National Standard for Safe Use of Lasers and Small Arms Test and Evaluation codes, standards, specifications and procedures.

5.0 LIMITATIONS AND CONSTRAINTS

- 5.1 The contractor resource will be required to access a variety of information and the Defence Information Network, for the purpose of this contract, available exclusively at a designated workstation located at the QETE facility in Gatineau, Quebec.
- 5.2 All documents developed and/or updated by the Contractor must be submitted to the TA for review, approval and signature (where required).
- 5.3 During the performance of the Contract, the Contractor or its personnel 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.
- 5.4 At all times during the provision of the required services, the contractor personnel are not to have access to any proprietary or business confidential information, including but not limited to financial information (including unit prices or rates) or technical information, concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain (e.g. total value of contract(s) awarded). Proprietary technical information may be provided to contractor personnel in the performance of the services if the "Non-Disclosure Agreement" contained in the Contract is duly executed by the contractor personnel.
- 5.5 All drawings, software codes, reports, data, documents or materials, provided to the Contractor by Canada or produced by the contractor personnel, remain the property of Canada and must be used solely in support of this requirement. The resource must safeguard the preceding information and materials from unauthorized use and must not

- release them to any third party, person or agency external to DND without the express written permission of the TA. Such information and materials must be returned to the TA upon completion of the services or when requested by the TA.
- 5.6 All official correspondence with any third parties outside DND must be submitted to the TA. Official correspondence is defined as records of conversation or decision as well as any official written correspondence in any format.
- 5.7 The TA or other authorized departmental government representative must have access at all times to the Work and to the plant or facility where any part of the Work is being performed.
- 5.8 The Contractor must ensure that their personnel do not use Government of Canada or DND designations, logos or insignia on any business cards, cubicle/office signs, written/electronic correspondence or in any other manner that may lead others to perceive the contractor personnel as being an employee of Canada.

6.0 SECURITY

- 6.1 The resource must maintain a SECRET Personnel Security Screening during the life of the Contract.

7.0 DELIVERABLES

- 7.1 Deliverables must be in the form of services provided to the TA in accordance with this SOW and of the products generated thereof.

7.2 Monthly Progress Reports

- 7.2.1 The resource must prepare monthly progress reports of the Work performed in a contractor format acceptable to the TA, to be attached to each invoice. As a minimum, each monthly progress report must document the following information:
- a. All significant activities performed 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 that are likely to require the attention of the TA;
 - d. Any recommendations relating to the conduct of the Work;
 - e. Total number of days charged for each consultant category during the covered period;
 - f. Cumulative number of days charged; and
 - g. TA-approved travel costs including all applicable receipts.
- 7.2.2 Monthly reports are not required for any month in which services were not provided.
- 7.3 Unless otherwise specified by the TA, one (1) hard copy and one (1) soft copy of deliverables must be provided to the TA. Soft copy deliverables must be provided in a

Microsoft Word format. In addition, deliverables must be provided according to the following format: On the QETE Q drive as an attachment to the relevant project folder and as required by e-mail to the TA; and

- 7.4 As a minimum quality assurance requirement, the Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services and/or materiel provided conform to the specifications and requirements of this SOW and any tasking issued. The schedule of deliverables must be in accordance with the priorities established by the TA.

8.0 DND SUPPORT TO CONTRACTOR

- 8.1 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 military standards, technical manuals, personnel contact lists, databases, inventory control sheets and ledgers, relevant organization charts and other data deemed necessary by the TA for the provision of services under this SOW;
 - b. Other information, data and assistance available and requested by the Contractor subject to concurrence by the TA; and
 - c. Special training on an “as and when required basis” to contractor personnel on “Controlled Goods” as per Defence Administrative Orders and Directives (DAOD) 3003. Canada will not incur per diem charges from the Contractor for time while the contractor personnel are being trained. Upon completion of the special training provided by Canada to the incumbent trained contractor personnel, should the trained incumbent personnel leave or need to be replaced during the life of the Contract, the Contractor must pay all expenses to train the replacement personnel.

9.0 CONTRACTOR MANAGEMENT OF THE CONTRACT

- 9.1 The resource must actively participate in the overall management of all activities related to this SOW in order to minimize the effort required by DND to manage the requirement.
- 9.2 The resource is responsible for all work produced under this Contract, including completeness, accuracy and adherence to all relevant safety and environmental regulations, rules and good practices.
- 9.3 The resource must maintain an electronic library of work in progress, delivered items and review comments, and must perform version control. This electronic library must be made available to the TA as required.

10.0 MEETINGS

- 10.1 Contractor personnel must make all necessary preparations in order to actively participate in any meeting convened by the TA.
- 10.2 All meetings will be conducted at facilities to be provided by DND or a third party, unless otherwise requested by the TA. In the latter case, the meeting will be conducted at the Contractor's facility and the Contractor must provide all facilities and resources, required at no additional cost to Canada.
- 10.3 If required by the TA, the contractor personnel must prepare minutes of all discussions and/or record of decisions of the meeting(s), and must provide them to the TA, for review and approval, no later than five (5) working days after each meeting.
- 10.4 The resource must maintain a history of all meetings and all incremental changes to action items and submit it to the TA when requested.

11.0 TRAVEL AND LIVING

- 11.1 The resource may be required (occasionally) to travel outside the National Capital Region.
- 11.2 The requirement for any travel and trip report (content and format) will be identified. All travel will require prior written approval from the TA or the authorized representative and must, in all cases, be in accordance with the Contract and the current Treasury Board guidelines on Travel and Living. If required by the TA, the contractor personnel must prepare a trip report and provide it to the TA, for review and approval, no later than fifteen (15) working days after returning from the trip.

12.0 LOCATION FOR PROVISION OF REQUIRED SERVICES

- 12.1 All services must be performed on-site in the QETE building at 45 Sacré-Cœur Boulevard, Gatineau, Quebec, unless otherwise specified and approved by the TA. DND will provide sufficient office space, general purpose office furniture and equipment/services (telephone, computer, keyboard, monitor and access to the divisional local area network, subject to normal security requirements).
- 12.2 Furthermore, DND will provide, subject to normal security requirements and only to the specified contractor personnel, access to identified databases or applications resident on DND computers or networks for the sole purpose of executing the services associated with this Contract. DND, in its sole discretion, will identify the nature and characteristics of such access.
- 12.3 All of the above provisions will, in all cases, be subject to the availability of suitable DND office facilities in the National Capital Region.
- 12.4 Due to the uncertain future availability of DND office facilities in the National Capital

Region, the resource must be prepared to provide, at no additional cost to Canada, continuous flow of contracted services from their own offices or place of business and adequate work space and office equipment if, for any reason, suitable DND office facilities become unavailable.

13.0 TECHNICAL AUTHORITY

- 13.1 The TA for this requirement will be the primary point of contact for contractor personnel and will be stated in the Contract.
- 13.2 All reports, deliverables, documentation and services rendered will be subject to inspection and signature (where required) by the TA or designated representatives, evaluated on the basis of suitability, quality and adherence to this SOW and any resultant tasking. All evaluations will be done within a reasonable time frame, as determined by the TA, based on the particular deliverable.
- 13.3 Any deliverable report, document or service rendered not in accordance with the requirements of this SOW, as determined by the TA, must be corrected/remedied at the sole expense of the contractor resource before payment can be recommended.
- 13.4 Any communication with the Contractor regarding the quality of work performed under this contract will be undertaken by official correspondence through the Contracting Authority.

ANNEX “B” BASIS OF PAYMENT

A- Contract Period (from the date of contract award to 28 February 2017) (*estimated*)

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

1.0 Professional Fees

The Contractor will be paid all inclusive fixed time rates as follows:

Resource	All-Inclusive Fixed Daily Rate	Level of Services (Estimated)
Electro-Optics Specialist	\$_(<i>insert rate at contract award</i>)	480 days

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

Total Estimated Cost of Professional Fees: \$_____ (*insert amount at contract award*)

2.0 Cost Reimbursable Expenses

Total Estimated Cost of Authorized Travel and Living Expenses: \$10,000.00

3.0 Total Estimated Cost - Contract Period: \$_____ (*insert amount at contract award*)

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 7.1.1 Limitation of Expenditure of the Contract.

B- Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B-1.0 Extended Contract Period (from 1 March 2017 to 28 February 2018) (*estimated*)

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

1.0 Professional Fees

The Contractor will be paid all inclusive fixed time rates as follows:

Resource	All-Inclusive Fixed Daily Rate	Level of Services (Estimated)
Electro-Optics Specialist	\$_(<i>insert rate at contract award</i>)	240 days

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

Total Estimated Cost of Professional Fees: \$_____ (*insert amount at contract award*)

2.0 Cost Reimbursable Expenses


Total Estimated Cost of Authorized Travel and Living Expenses: \$5,000.00

3.0 Total Estimated Cost - Contract Period: \$_____ (*insert amount at contract award*)

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 7.1.1 Limitation of Expenditure of the Contract.

ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

RECEIVED
OCT 23 2014

 Government of Canada / Gouvernement du Canada	Contract Number / Numéro du contrat DND-14/0014905
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 DGLEPM
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 Department of National Defence - Quality Engineering Testing Establishment has a requirement for the temporary services of an Electro-Optics (EO) Specialist contractor resource to support the organization in meeting a surge in activities and the anticipated heavy workload associated with multiyear electro-optics projects and the Sniper System Project. The resource is required to provide expert advice for the test and evaluation of EO devices in support of QETE's efforts to support ongoing technical evaluations of different EO equipments and systems in use by DND/CAF.	
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"/>
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 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 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 / 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"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
TRÈS SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
	SECRET / 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





Contract Number / Numéro du contrat DND-14/0014905
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 : No Yes
Non 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 : No Yes
Document Number / Numéro du document : Non 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"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<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.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? Non 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? No Yes
Non 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? No Yes
Non 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? No Yes
Non Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non 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? No Yes
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
--





Contract Number / Numéro du contrat DND-14/0014905
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 RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

(Insert the SRCL signature page (page 4) at contract award)

ANNEX "D" NON-DISCLOSURE AGREEMENT

(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-14/0014905 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 the Contract Serial No. DND-14/0014905.

Signature

Date

ANNEX “E” EMBEDDED CONTRACTOR LETTER OF ACKNOWLEDGMENT

(This annex is to be completed after contract award and is not required in the bid.)

Reference: Defence Administrative Order and Directive (DAOD) series 3003
(<http://www.forces.gc.ca/en/about-policies-standards-defence-admin-orders-directives-3000/toc-3003.page>)

Name of Person (Contractor): _____

Name of Company: _____

DND Contract Number: DND-14/0014905

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 Commanding Officer/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: _____