

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet PROF. SERVICES - NAVAL EMSEC SERV.		
Solicitation No. - N° de l'invitation W8482-145969/B	Date 2015-04-22	
Client Reference No. - N° de référence du client W8482-145969		
GETS Reference No. - N° de référence de SEAG PW-\$\$ZM-611-28859		
File No. - N° de dossier 611zm.W8482-145969	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-06-02		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Patel, Ankoor		Buyer Id - Id de l'acheteur 611zm
Telephone No. - N° de téléphone (819) 956-1202 ()		FAX No. - N° de FAX (819) 953-3703
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div>Specified Herein Précisé dans les présentes</div>		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

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

Issuing Office - Bureau de distribution
Informatics Professional Services Division / Division des
services professionnels en informatique
11 Laurier St., / 11, rue Laurier
3C2, Place du Portage
Gatineau
Québec
K1A 0S5

Solicitation No. - N° de l'invitation

W8482-145969/B

Amd. No. - N° de la modif.

File No. - N° du dossier

611zmW8482-145969

Buyer ID - Id de l'acheteur

611zm

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

W8482-145969

CCC No./N° CCC - FMS No/ N° VME

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

This page is replaced by the ABE cover sheet issued by PWGSC.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

BID SOLICITATION **NAVAL EMSEC SECURITY CONTROL PROGRAM** **FOR** **THE DEPARTMENT OF NATIONAL DEFENCE**

Table of Content

PART 1 -GENERAL INFORMATION	6
1.1 Introduction.....	6
1.2 Summary	6
1.3 Debriefings	7
PART 2 -BIDDER INSTRUCTIONS.....	7
2.1 Standard Instructions, Clauses and Conditions	7
2.2 Submission of Bids	8
2.3 Enquiries - Bid Solicitation.....	8
2.4 Applicable Laws.....	8
2.5 Improvement of Requirement During Solicitation Period	9
2.6 Volumetric Data	9
PART 3 -BID PREPARATION INSTRUCTIONS	10
3.1 Bid Preparation Instructions	10
3.2 Section I: Technical Bid.....	11
3.3 Section III: Financial Bid.....	13
3.4 Section IV: Certifications	14
3.5 Section V: Additional Information.....	14
PART 4 -EVALUATION PROCEDURES AND BASIS OF SELECTION	15
4.1 Evaluation Procedures	15
4.2 Technical Evaluation	15
4.3 Financial Evaluation	16
4.4 Basis of Selection	17
PART 5 -CERTIFICATIONS.....	18
5.1 : Certifications Precedent to Contract Award	18
5.2 Additional Certifications Precedent to Contract Award	20

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

PART 6 -SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	22
6.1 Security Requirement.....	22
6.2 Controlled Goods Requirement	22
6.3 Financial Capability.....	22
PART 7 -RESULTING CONTRACT CLAUSES	24
7.1 Requirement	24
7.2 Task Authorization	24
7.3 Minimum Work Guarantee	26
7.4 Standard Clauses and Conditions	27
7.5 Security Requirement.....	27
7.6 Contract Period.....	28
7.7 Authorities	29
7.8 Proactive Disclosure of Contracts with Former Public Servants	30
7.9 Payment	30
7.10 Invoicing Instructions	33
7.12 Federal Contractors Program for Employment Equity - Default by Contractor	33
7.13 Applicable Laws.....	34
7.14 Priority of Documents.....	34
7.15 Defence Contract.....	34
7.16 Foreign Nationals (Canadian Contractor)	34
7.17 Foreign Nationals (Foreign Contractor)	35
7.18 Insurance Requirements	35
7.19 Controlled Goods Program.....	35
7.20 Limitation of Liability - Information Management/Information Technology.....	35
7.21 Joint Venture Contractor	37
7.22 Professional Services - General	37
7.23 Safeguarding Electronic Media.....	39
7.24 Representations and Warranties	39
7.25 Access to Canada's Property and Facilities	39
7.26 Transition Services at End of Contract Period	39
7.27 Performance Guarantee.....	39
7.28 Identification Protocol Responsibilities.....	40

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

List of Annexes to the Resulting Contract:

Annex A Statement of Work

Appendix A – Tasking Procedure

Appendix B – Task Authorization Form

Annex B Basis of Payment

Annex C Security Requirements Check List

List of Attachments to Part 3 (Bid Preparation Instructions):

- Attachment 3.1: Bid Submission Form

List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):

- Attachment 4.1: Bid Evaluation Criteria

List of Attachments to Part 5 (Certifications):

- Attachment 5.1: Federal Contractors Program for Employment Equity - Certification

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

BID SOLICITATION **NAVAL EMSEC SECURITY CONTROL PROGRAM** **FOR** **THE DEPARTMENT OF NATIONAL DEFENCE**

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

1.2 Summary

- (a) This bid solicitation is a re-tender of the requirement described in bid solicitation number W8482-145969/A dated 2013-11-21 with a bid closing date of 2014-01-07 at 02:00 PM; this document replaces the previous version entirely.
- (b) This bid solicitation is being issued to satisfy the requirement of The Department of National Defence (the "**Client**") for one (1) EMSEC Security Specialist and one (1) Certified TEMPEST Professional to provide support to the Naval EMSEC Control Program. It is intended to result in the award of a contract for 3 years, plus 2 one-year irrevocable options allowing Canada to extend the term of the contract.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

- (c) Bidders are to provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 or 2004, whichever is applicable to this bid solicitation. Bidders are requested to include this information in the Bid Submission Form.
- (d) 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 organizational security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (e) For services requirements, Bidders in receipt of a pension or a lump sum payment are to provide the required information as detailed in article 2.4 of Part 2 of the bid solicitation. Bidders are requested to include this information in the Bid Submission Form.
- (f) 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 Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).
- (g) There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement: see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named "Federal Contractors Program for Employment Equity - Certification".
- (h) This procurement is subject to the Controlled Goods Program.

1.3 Debriefings

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

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) (<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. If there is a conflict between the provisions of 2003 and this document, this document prevails
- (d) "Subsections 04 and 05 of Section 01, Integrity Provisions - Bid of Standard Instructions of 2003 incorporated by reference above are deleted in their entirety and replaced with the following:

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.
5. Canada may, at any time, request that a bidder provide properly completed and signed Consent Form (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.

(e) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

- (i) Delete: sixty (60) days
- (ii) Insert: one hundred and eighty (180) 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 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than five 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.

2.4 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.

Note to Bidders: Bidders may, at their discretion, substitute the applicable laws of a Canadian

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

2.5 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 reasons 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 in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.6 Volumetric Data

The estimated number of days for each resource has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

(a) **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (4 hard copies and 2 soft copies on CD)
- (ii) Section II: Financial Bid (1 hard copy)
- (iii) Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

(b) **Format for 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;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iv) include a table of contents.

(c) **Canada's Policy on Green Procurement:** 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. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

(d) **Submission of Only One Bid from a Bidding Group:**

- (i) The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.
- (ii) For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered **"related"** for the purposes of this bid solicitation if:

- (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- (B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

(e) Joint Venture Experience:

Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance services, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

3.2 Section I: Technical Bid

(a) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Attachment "3.1" with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Security, Financial & Other Requirements:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION	
Name of individual as it appears on security clearance application form	

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

If the Bidder has not included the security information in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

(iii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Attachment 4.1 – Bid Evaluation Criteria, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the Bidder's Response column of Attachment 4.1 – Bid Evaluation Criteria, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

(iv) **Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the descriptions of the Resource Categories identified in Annex A. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given resource category.

(v) **Proposed Resources:** The technical bid must include résumés for the resources identified in Attachment 4.1 – Bid Evaluation Criteria. The same individual must not be proposed for more than one resource category. The Technical Bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:

(A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

- (B) For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
- (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
- (D) For work experience, PWGSC will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
- (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, PWGSC will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). PWGSC will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- (F) For work experience to be considered by PWGSC, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3.3 Section III: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the "Basis of Payment in Annex B". The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **Variation in Resource Rates By Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
 - (i) the rate bid must not increase by more than 5% from one time period to the next, and
 - (ii) the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- (c) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

(d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

(e) SACC Manual Clauses

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

3.4 Section IV: Certifications

It is a requirement that bidders must submit the certifications identified under Part 5.

3.5 Section V: Additional Information

(a) Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Bidder is to 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

Bidders are requested to indicate this information on their Bid Submission Form.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

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 the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - (A) verify any or all information provided by the Bidder in its bid; or
 - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
 - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

(a) Mandatory Technical Criteria:

- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (ii) The mandatory technical criteria are described in Attachment 4.1 – Bid Evaluation Criteria

(b) Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical criteria are described in Attachment 4.1 – Bid Evaluation Criteria.

4.3 Financial Evaluation

(a) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.

(b) Formulae in Pricing Tables

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

(c) Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the bidder must provide the following information:

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation;
- (iii) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

4.4 Basis of Selection

(a) To be declared responsive, a bid must:

- i. comply with all the requirements of the bid solicitation;
- ii. meet all mandatory technical evaluation criteria; and
- iii. obtain the required minimum points for the technical evaluation criteria which are subject to point rating

Bids not meeting (i) or (ii) or (iii) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

(b) If more than one bidder is ranked first because of identical overall scores, then the best financial score will become the top-ranked bidder.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

(i)

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 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 Provision - Bid of Standard Instructions 2003. The associated information required within the Integrity Provision 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](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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex, [Federal Contractors Program for Employment Equity – Certification](#) (Attachment 5.1), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification (Attachment 5.1), for each member of the Joint Venture.

(c) 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.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

1. 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-8.

2. 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:

- (i) name of former public servant;
- (ii) 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](#).

3. 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;

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

- (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.

5.2 Additional Certifications 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.

(a) Professional Services Resources

- (i) By submitting a bid, the Bidder certifies that, if it is 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.
- (ii) By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- (iii) If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
 - (A) the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
 - (B) the name, qualifications and experience of a proposed replacement immediately available for work; and
 - (C) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:

- (A) set aside the bid and give it no further consideration; or
- (B) evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.

If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

- (iv) If a Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, 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. Failure to comply with the request may result in the bid being declared non-responsive.

(b) Certification of Language - *English Essential*

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be:

fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- (a) Before award of a contract, 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; and
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
 - (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 as indicated in Part 3 - Section IV, Additional Information.
- (b) 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.
- (c) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

6.2 Controlled Goods Requirement

- (a) SACC Manual clause A9130T (2014-11-27) Controlled Goods Program – Bid
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the requirements of the Controlled Goods Program.

6.3 Financial Capability

- (a) SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."

- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

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 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) providing professional services, as and when requested by Canada;
in the National Capital Region
- (b) Client: Under the Contract, the "Client" is The Department of National Defence.

7.2 Task Authorization

- (a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Form and Content of draft Task Authorization:**
- (i) The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization Form" specified in Appendix B of Annex A.
 - (ii) The draft Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The draft TA will also include the applicable basis and method of payment as specified in the Contract.
 - (iii) A draft Task Authorization must also contain the following information, if applicable:
 - (A) the task number;
 - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - (C) the details of any financial coding to be used;
 - (D) the categories of resources and the number required;
 - (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - (F) the start and completion dates;
 - (G) milestone dates for deliverables and payments (if applicable);

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

- (H) the number of person-days of effort required;
- (I) whether the work requires on-site activities and the location;
- (J) the language profile of the resources required;
- (K) the level of security clearance required of resources;
- (L) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
- (M) any other constraints that might affect the completion of the task.

(c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Technical Authority, within two working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

(d) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

To be validly issued, a TA must include the following signature(s):

- (i) For any TA, inclusive of revisions, with a value less than or equal to \$200,000 (including Applicable Taxes), the TA must be signed by the Technical Authority; and
- (ii) For any TA with a value greater than this amount, a TA must be signed by the Technical Authority and Contracting Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time, or reduce the dollar value threshold described in subarticle (i) above; any suspension or reduction notice is effective upon receipt.

(e) **Administration of Task Authorization Process for DND:** The administration of the Task Authorization process will be carried out by D MAR P 3-3-3. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

(f) **Periodic Usage Reports:**

- (i) The Contractor must compile and maintain records on its provision of services to the federal government under the Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

(ii) The quarterly periods are defined as follows:

- (A) 1st quarter: April 1 to June 30;
- (B) 2nd quarter: July 1 to September 30;
- (C) 3rd quarter: October 1 to December 31; and
- (D) 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than five calendar days after the end of the reporting period.

(iii) Each report must contain the following information for each validly issued TA (as revised):

- (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- (B) a title or a brief description of each authorized task;
- (C) the name, Category of Personnel and level of each resource involved in performing the TA, as applicable;
- (D) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
- (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- (F) the start and completion date for each authorized task; and
- (G) the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

(iv) Each report must also contain the following cumulative information for all the validly issued TAs (as revised):

- (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last revised, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and
- (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued tasks.

7.3 Minimum Work Guarantee

(a) In this clause,

- (i) **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (excluding Applicable Taxes); and
- (ii) **"Minimum Contract Value"** means 2% of the contract value at the time of contract award (excluding applicable taxes).

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
 - (i) for default;
 - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - (iii) for convenience within ten business days of Contract award.

7.4 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) 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:

- (i) 2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

(b) Supplemental General Conditions:

The following Supplemental General Conditions:

- (i) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
 - (ii) 4008 (2008-12-12), Supplemental General Conditions - Personal Information;
- apply to and form part of the Contract.

7.5 Security Requirement

The following security requirement (SRCL and related clauses) applies and forms 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 **TOP SECRET**, with approved Document Safeguarding at the level of **TOP SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET or TOP SECRET** as required, granted or approved by the CISD, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED/CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **TOP SECRET**.
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.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
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).

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

7.6 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 3 year(s) later; and
 - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
 - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional one-year period(s) under the same terms and conditions.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor 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.

7.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Ankoor Patel
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Informatics and Telecommunications Systems Procurement Directorate
Address: 11 Laurier Street, Gatineau, Quebec, K1A 0S5
Telephone: 819-956-1202
Facsimile: 819-953-1207
E-mail address: ankoor.patel@tpsgc-pwgsc.gc.ca

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

(b) Technical Authority

The Technical 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. Contractor's Representative

(c) Contractor's Representative

(Fill in or delete as applicable)

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

7.8 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 web sites 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

(a) Basis of Payment

- (i) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. *Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.*
- (ii) **Travel and Living Expenses – National Joint Council Travel Directive:** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or 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". All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.
- (iii) **Shipping:** In addition to the General Conditions 2035 referenced herein, for shipping the testing equipment to the testing site, in accordance with the Contract, Canada will reimburse the Contractor for reasonable and proper shipping expenses, supported by appropriate receipts, incurred by the Contractor or its personnel directly engaged in the performance of the Work, at actual cost without any allowance thereon for overhead or profit.
- (iv) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (v) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the General Conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

- (vi) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

(b) Limitation of Expenditure

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (ii) 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) 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.
- (iii) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

(c) Method of Payment - Monthly Payment

- (i) H1008C (2008-05-12), Monthly Payment

(d) Method of Payment for Task Authorizations with a Maximum Price: For each Task Authorization validly issued under the Contract that contains a maximum price:

- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

(e) Payment Credits

- (i) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract or validly issued Task Authorization, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
- (ii) **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (iii) **Termination for Failure to Meet Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:
 - (A) the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
 - (B) the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three-month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.
- (iv) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (v) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (vi) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (vii) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (viii) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

(f) No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.10 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

7.11 Certifications

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, or 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.

7.12 Federal Contractors Program for Employment Equity - Default by Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

becomes invalid, the name of the Contractor will be added to the "**FCP Limited Eligibility to Bid**" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.13 Applicable Laws

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

7.14 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
 - (i) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
 - (ii) 4008 (2008-12-12), Supplemental General Conditions - Personal Information;
- (c) 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) the signed Task Authorizations);
- (h) Form of performance guarantee, a separate agreement to be signed by _____ in accordance with the Article entitled "Performance Guarantee";

Note to Bidders: A performance guarantee might be required, for example, as a result of the financial capability review of the Bidder. If a performance guarantee is not required, this sub-article will be deleted at the time of contract award. If the bid solicitation makes the performance guarantee a condition precedent to the award of the contract, it does not need to be included as an annex or listed in the order of priority of documents, because it will already have been signed before contract award.

- (i) the Contractor's bid dated _____ (*insert date of bid*), as clarified on "or" as amended on _____ (*insert date(s) of clarification(s) or amendment(s) if applicable*), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.15 Defence Contract

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

7.16 Foreign Nationals (Canadian Contractor)

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

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

Note to Bidders: *Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract*

7.17 Foreign Nationals (Foreign Contractor)

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

7.18 Insurance Requirements

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

7.19 Controlled Goods Program

- (a) SACC Manual clause A9131C (2014-11-27) Controlled Goods Program – Contract
(b) SACC Manual clause B4060C (2011-05-16) Controlled Goods for DND contracts

7.20 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

(b) First Party Liability:

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) Third Party Claims:

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

7.21 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- (i) _____ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
 - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

7.22 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract.
- All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (b) If the Contractor fails to deliver any deliverable (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

- (c) In General Conditions 2035, Section 08 titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:

- (A) the name, qualifications and experience of a proposed replacement immediately available for Work; and
- (B) security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.

- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:

- (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Section titled "Default of the Contractor", or
- (B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c).

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the Excusable Delay Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

7.23 Safeguarding Electronic Media

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.24 Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and the issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.25 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.26 Transition Services at End of Contract Period

The Contractor agrees that, in the period leading up to the end of the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

7.27 Performance Guarantee

It is a condition of the Contract that the Contractor provide to Canada an unconditional and irrevocable guarantee of the performance and fulfillment of each and every obligation of the Contractor under the Contract. This guarantee must be in the form set out in Annex ____ (to be provided at contract award) and be executed under seal (if required by Canada) by _____. If the Contractor does not deliver the fully executed guarantee within 10 working days of the Contract being awarded, Canada may immediately terminate the

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Contract for default and will have no liability to the Contractor for any of the Work performed before that termination. Obtaining and delivering the signed guarantee within the time required is the sole responsibility of the Contractor.

Note to Bidders: *This article will only be included if Canada determines that a performance guarantee (for example, from a parent company) is required in connection with an evaluation of the Bidder's financial capability. The name of the guarantor will be completed at the time of contract award*

7.28 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as Contractor Representatives prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- (d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

ANNEX A

STATEMENT OF WORK (SOW)

1. INTRODUCTION

1.1 The Department of National Defence has a requirement for Emission Security (EMSEC) specialists to provide continued support in the execution of the Naval EMSEC Control Program. This program will support the following classes of naval vessels;

- a. Halifax (and its replacement),
- b. Iroquois (and its replacement),
- c. Victoria (Submarines),
- d. Arctic Offshore Patrol Ships,
- e. Supply (and its replacement), and;
- f. Kingston and Auxiliary

2. BACKGROUND

2.1 This is a follow on contract to W8482-085347/001/ZM which established the background support and documentations in the development of The Naval Emission Security Control Program. This contract concluded on 24 November 2012 and a new contract is required to ensure continued support is in place. Specific naval documentations have been developed to meet the needs of current and future naval vessels. The documentation reflects the changing demand of Emission Security resulting from the limited space in naval vessels as well as proliferation of classified tactical systems, Local Area Networks (LANs), Commercial Off The Shelf (COTS) equipment, and new communication systems. Proper naval policies, designs, methodologies, installations and testing procedures are now being put in place to fit the size limitation of naval vessels and addressing any known deficiencies.

3. OBJECTIVE

3.1 The objective of this requirement is to provide continued support to the Naval Emission Security Control Program.

4. APPLICABLE DOCUMENTS

4.1 The latest version in effect of each of the References identified below applies to the scope of the work specified in the SOW:

- 4.1.1 CIC/01/01 – Communication – Electronics Security Policy;

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

- 4.1.2 A-SJ-100-001/AS-000 Security Orders for the Department of Defence and the Canadian Armed Forces;
- 4.1.3 INFOSEC 601(B) Technical COMSEC Instructions for the Installation of Information Technology (IT) Systems;
- 4.1.4 C-03-010-000/AG-001 EMSEC Control Plans and Procedures for Naval Vessels;
- 4.1.5 C-03-010-000/AG-002 EMSEC Design, Installation and Maintenance Guidelines for Naval Vessels;
- 4.1.6 C-03-010-000/MM-001 Canadian Naval Shipboard Techniques for Electromagnetic Compatibility; and
- 4.1.7 St John's Shipyard Standards for Canadian Naval Ships.

5. LANGUAGE

All work carried out by the Contractor must be performed and delivered in English.

6. SCOPE

6.1 The scope of work includes but is not limited to the following:

- 6.1.1 Provide support in the evaluation and modification to the current Naval EMSEC Policy Documentations;
- 6.1.2 Provide support in the execution of the current Naval EMSEC Design, Installation and Maintenance Procedures;
- 6.1.3 Carry out Zoning, NONSTOP and TEMPEST testing onboard current and future naval vessels by using the Contractor's test equipment where necessary;
- 6.1.4 Complete applicable reports, including executive summaries of tests completed in Para 6.1.3 subject to the approval of the Technical Authority (TA);
- 6.1.5 Carry out TEMPEST testing of COTS IT equipment and other shipboard systems at a CSEC approved TEMPEST test facility;
- 6.1.6 Support DND in the development of EMSEC training by writing the curriculum, lectures and course manuals. The course material will focus on the Quality Assurance (QA) activities associated with installation and maintenance of RED equipment and systems on naval vessels and defining EMSEC fundamentals to project managers to ensure they have the knowledge base and awareness of EMSEC requirements as they pertain to shipboard systems that communicate, store, display, or process classified data. The EMSEC Security Specialist will also assist DND staff and or the members of the Canadian Armed Forces (CAF) in guiding future staff on performing QA activities on RED equipment and systems installed on naval vessels. This requirement only includes for the provision of the EMSEC Security Specialist and does not include for the provision of any training facilities or classrooms.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

6.1.7 Support DND in the design and installation of RED equipment to reduce RED emissions off the naval vessels; and

6.1.8 Carry out laboratory and shipboard tests to rectify EMSEC issues, such as filtering, grounding and bonding.

7. RESOURCE CATEGORIES

Resource Category	Minimum Experience Level	Quantity	Estimated Level of Effort	Security Level
EMSEC Security Specialist	4 years	1	160 days per year	Secret
Level II Certified TEMPEST Professional	4 years	1	160 days per year	Top Secret

8. SERVICES REQUIRED

- 8.1 The Contractor must establish a project management structure in the provision of services, guideline developments, testing, and other related services in support of Naval EMSEC Control Program in accordance with this SOW and subsequent work covered under DND 626 task authorizations.
- 8.2 The Contractor must provide QA on the organization of management disciplines, methods and procedures for directing, coordinating and controlling all required services in support of all work, material, services, and data.
- 8.3 The Contractor must perform the following EMSEC activities when authorized by the Technical Authority through a DND 626 task authorization:
 - 8.3.1 Review and make recommendations to update existing documents;
 - 8.3.2 Provide on-site EMSEC consulting and engineering services responsive to the requirements of Director General Maritime Equipment Program Management (DGMEPM), Maritime Forces Atlantic (MARLANT), and Maritime Forces Pacific (MARPAAC);
 - 8.3.3 Perform Zoning, NONSTOP and TEMPEST testing including Commercial on-site Verification Evaluations (COSVE) of all naval vessels alongside and at sea, and provide recommendations for the resolution of problems that may arise from such testing;
 - 8.3.4 Assist in the resolution of EMSEC incidents of the various naval systems onboard and develop specifications to counteract them;

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

- 8.3.5 Assess technical risks as they apply to the Naval EMSEC Control Program for naval systems;
- 8.3.6 Provide EMSEC directions and support for maintenance and refit cycles of naval vessels;
- 8.3.7 Assist in preparing EMSEC business cases, such as cost/benefit analysis;
- 8.3.8 Work with other Contractors in resolving specific Naval EMSEC and Electromagnetic Compatibility (EMC) issues and deficiencies; and
- 8.3.9 Provide advice and consultation where required, such as participating in planning meetings and technical reviews relating to the design, application management and support of EMSEC issues.
- 8.4 The Contractor must support the review of external correspondence on EMSEC issues as well as draft appropriate replies as needed to Unsatisfactory Condition Reports (UCRs), Operational Deficiencies (OPDEFs) and Statement of Capability Deficiencies (SOCDs).
- 8.5 The Contractor must visit naval vessels and shore facilities as required and as authorized by the Technical Authority (TA) to conduct technical investigations and testing.
- 8.6 The Contractor must work with and/or assist other Government Agencies, such as Quality Engineering Test Establishments and Communication Security Establishments in supporting the mandate of the Naval EMSEC Control Program.
- 8.7 Meetings for technical issues will be called at any time, with 48 hours notice, to discuss issues of an urgent nature or to resolve EMSEC applications or other matters of concern related to work done under this Contract. The location of such meetings must be at the discretion of the DND TA and attendance by the Contractor will depend on the nature of the urgency and decided jointly by the Contractor and DND TA.
 - 8.7.1 The Contractor must discuss the following during technical meetings:
 - a. status report;
 - b. financial report;,
 - c. general performance; and
 - d. any other issues related to work done under this Contract.
 - 8.7.2 The Contractor must submit meeting agendas in MS Word for acceptance by the DND TA, DND Procurement Authority (PA) at a minimum of five (5) working days before the meeting.
 - 8.7.3 The Contractor must prepare the minutes of meetings, submit minutes in MS Word for review and acceptance by the DND TA, DND PA and disseminate the meeting minutes to attendees. The Draft of the minutes must be delivered within ten (10) working days from the end of the meeting. The final minutes must be delivered within ten (10) working days after receipt of DND comments on the Draft.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

- 8.8 The Contractor must utilize its own equipment and must ship such equipment to Halifax and Esquimalt dockyards as required.

9. DELIVERABLES

- 9.1 The deliverables the Contractor must include but are not limited to the following:
- a. Amend and update to the Naval Policy Documents;
 - b. Amend and update to Naval EMSEC Control Plan;
 - c. Update and amend to Design, Installation and Maintenance Document;
 - d. Specific Class EMSEC Control Plan, if deemed necessary;
 - e. Develop Zoning, NONSTOP and TEMPEST Test Plan(s), using equipment of the Contractor and ship the equipment to the test sites;
 - f. Recommendations for the resolution of problems that may arise from the various tests being performed.
- 9.2 The Contractor must deliver executive summary reports (no more than a 3-page summary of each final report) and final reports in Contractor's format for all conducted tests. The format will be specified in the applicable Task Authorization.
- 9.3 The Contractor must draft appropriate responses in MS word to external correspondence on EMSEC issues that may be part of Unsatisfactory Condition Reports (UCRs), Operational Deficiencies (OPDEFs) and Statement of Capability Deficiencies (SOCDs).
- 9.4 The Contractor must develop business cases, i.e. cost/benefit analysis, as required.
- 9.5 The Contractor must submit a report in MS Word on problems that may arise from the various conducted tests.
- 9.6 The Contractor must work with other Contractors and Government Agencies, as deemed necessary by the TA.
- 9.7 The Contractor must provide all source files for engineering drawings and schematics associated with any design specifications that are developed.
- 9.8 The Contractor must provide through reports, the resolution of EMSEC incidents of various tactical and networks onboard, and develop specifications to counteract them.
- 9.9 The Contractor must deliver documentation in MS Word in support of the naval vessel's maintenance and refit cycles.
- 9.10 The Contractor must have the capability to perform TEMPEST Levels I, II, and III tests at its facility of COTS IT equipment, as well as perform TEMPEST Level III tests onboard the various naval vessels.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

10. FORMAT OF DELIVERABLES

- 10.1 All deliverables must be submitted to the Technical Authority, in one (1) hard copy and one (1) electronic copy (format will be specified in the applicable task authorization). In addition to the copies required by the TA, one copy of all such reports must be delivered to DND Procurement Authority in electronic copy. Signed Executive Summaries can be sent by email within 24 hours, then followed by hard copy to the TA. All final reports must be delivered to the TA within four (4) weeks of completion of a task.

11. CONSTRAINTS

- 11.1 The work conducted under this contract requires the Contractor personnel to access both unclassified and classified data, equipment, and sites.
- 11.2 Contractor personnel must:
- 11.2.1 Comply with the local security procedures at each military unit, such as a Naval vessel regarding physical security of the equipment, data and working areas;
 - 11.2.2 Comply with DND and DND Unit security regulations and orders; and
 - 11.2.3 Submit a request for visit clearance to the TA a minimum of 20 working days prior to the intended visit (exceptions must be handled on a case-by-case basis).

12. LOCATION OF WORK

- 12.1 The Contractor Personnel will perform the majority of the work at the Contractor's facility. They will be required to work onboard naval vessels to carry out ZONING, NONSTOP, and TEMPEST testing. Contractor must be willing to go to sea with naval vessels when required.

13. TRAVEL

- 13.1 The Contractor will be required to travel to the following locations:
- a. National Defence Headquarters, Ottawa;
 - b. CFB Dockyard in Halifax;
 - c. CFB Dockyard in Esquimalt;
 - d. Naval Reserve Headquarters, Quebec City; and
 - e. Any other location as directed by individual DND 626 Task Authorization.
- 13.2 The following information and assistance will be provided by DND as applicable:
- 13.2.1 Copies of appropriate data on malfunctions received from naval operators and maintainers; and

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

13.2.2 Available information and assistance, on request by the Contractor, and subject to the concurrence of the TA that the requirement is valid.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

APPENDIX A TO ANNEX A

TASKING ASSESSMENT PROCEDURE

- 1 Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations"., Once a draft TA Form is received the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
- 2 For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - a) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
 - b) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - c) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification diploma or degree, such document, must be current, valid and issued by the entity specified in this Contract or if the entity is not specified the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - d) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - e) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - f) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

- 3 The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix C to Annex A to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criteria met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. [modify this paragraph if there are no rated requirements, but only mandatory requirements.] Crown references will be accepted.
- 4 During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
- 5 Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
- 6 Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

APPENDIX B TO ANNEX A

TASK AUTHORIZATION (TA) FORM				
Contractor:		Contract Number:		
Commitment: #		Financial Coding:		
Task Number (Amendment):		Issue Date:	Response Require By:	
1. Statement of Work (Work Activities, Certifications and Deliverables)				
See attached for Statement of Work and Certifications required.				
2. Period of Service:	From (Date)		To (Date)	
3. Work Location:				
4. Travel Requirements:				
5. Language Requirement:				
6. Other Conditions/Constraints:				
7. Level of Security Clearance required for the Contractor Personnel:				
8. Contractor's Response:				
Category and Name of Proposed Resource	PWGSC Security File Number	Per Diem Rate	Estimated # of Days	Total Cost
Estimated Cost				
Applicable Taxes				
Total Labour Cost				
Total Travel & Living Cost				

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

TASK AUTHORIZATION (TA) FORM	
Firm Price or Maximum TA Price	
Contractor's Signature	
Name, Title and Signature of Individual Authorized to sign on behalf of the Contractor (type or print) _____ _____	Signature: _____ Date: _____
Approval – Signing Authority	
<p style="text-align: center;">Signatures (Client)</p> Name, Title and Signature of Individual Authorized to sign: Technical Authority: _____ Date: _____	<p style="text-align: center;">Signatures (PWGSC)</p> Contracting Authority ¹ : _____ Date: _____
¹ Signature required for TA valued At \$200,000 or more, Applicable Taxes included.	
You are requested 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 services listed herein and in any attached sheets at the price set out thereof.	

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

ANNEX B

BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for work performed under the Contract.

1. PROFESSIONAL SERVICES

The Contractor will be paid the following firm all-inclusive per diem rates for work performed under this Contract, in accordance with Annex "A", during the Contract period, applicable taxes extra.

With respect to the "Number of Days" listed below in column (C), the estimated number of days is for evaluation purposes only during the solicitation process. The actual number of days during the Initial Contract Period and Option Periods may be more or less, as determined by the Project Authority.

Initial Contract Period (Date of Contract to 3 years later)				
(A) Resource Category	(B) Level of Expertise	(C) Estimated Number of Days	(D) Firm Per Diem Rate	(E) Total (CxD)
EMSEC Security Specialist	Minimum 4 years	480	\$	\$
Level II Certified TEMPEST Professional (CTP II)	Minimum 4 years	480	\$	\$
Total Price (Initial Contract Period):				\$ <TBD>

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

Year 4 – Option Period 1				
(A)	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total (CxD)
EMSEC Security Specialist	Minimum 4 years	160	\$	\$
Level II Certified TEMPEST Professional (CTP II)	Minimum 4 years	160	\$	\$
Total Price (Year 4 – Option Period 1):				\$ <u><TBD></u>

Year 5 – Option Period 2				
(A)	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total (CxD)
EMSEC Security Specialist	Minimum 4 years	160	\$	\$
Level II Certified TEMPEST Professional (CTP II)	Minimum 4 years	160	\$	\$
Total Price (Year 5 – Option Period 2):				\$ <u><TBD></u>

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

The Security Requirements Check List (SRCL) is provided as a separate attachment to this document in PDF format.

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

ATTACHMENT 3.1

BIDDER FORMS

BID SUBMISSION FORM	
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name:
	Title:
	Address:
	Telephone #:
	Fax #:
	Email:
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
Jurisdiction of Contract: Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____
	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "
	Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive? Yes ____ No ____
	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

BID SUBMISSION FORM	
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. <i>[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]</i>	On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)
(Contracting Officer should only insert when Supplemental General Conditions 4001 have been inserted in Part 7 Hardware:	Toll-Free Telephone Number for maintenance services:
	Website for maintenance services:
Licensed Software Maintenance and Support: (Contracting Officers should only insert when supplemental General Conditions 4004 has been inserted in Part 7).	Toll-free Telephone Access:
	Toll-Free Fax Access:
	E-Mail Access:
	Website address for web support:
Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]	
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	
Signature of Authorized Representative of Bidder	_____

ATTACHMENT 4.1 BID EVALUATION CRITERIA

TABLE 1: Corporate Criteria			
#	Mandatory Corporate Evaluation Criteria	MET (Yes/No)	Page Numbers in Bid
M1.	The Bidder must have access to a Communication Security Establishment Canada (CSEC) approved TEMPEST test facility. The most recent copy of a facility certification report submitted to CSEC must be provided, so that details on the state of the TEMPEST test facility can be reviewed.		

TABLE 2: EMSEC Security Specialist			
#	Mandatory Evaluation Criteria	MET (Yes/No)	Page Numbers in Bid
M1.	The proposed resource must have worked on a minimum of 3 projects within the last 8 years conducting ZONING, TEMPEST and NONSTOP testing on naval vessels, vehicles and/or airplanes/helicopters. The Bidder must provide work experience on at least one Zoning project, one TEMPEST project and one NONSTOP project.		
M2	The proposed resource must have worked on a minimum of 1 project developing directions for installation, design, maintenance of Red/Black equipment and systems as they pertain to implementation of RED equipment and systems on naval vessels, vehicles and/or airplanes/helicopters.		
M3.	The proposed resource must have a minimum of 2 years demonstrated experience in the last 8 years conducting ZONING, TEMPEST and NONSTOP testing of naval vessels, vehicles and/or airplanes/helicopters.		
M4.	The proposed resource must have a minimum of 2 years demonstrated experience in the last 8 years developing directions for installation, design, maintenance of Red/Black equipment		

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

	and systems as they pertain to implementation of RED equipment and systems on Naval ships, vehicles and/or airplanes/helicopter.		
#	Point Rated Evaluation Criteria	Score Obtained	Page Numbers in Bid
R1.	<p>In excess of the minimum required experience stated in M3, the Bidder will be awarded points in the following manner:</p> <ul style="list-style-type: none"> • Greater than 2 & less than or equal to 3 years: 1 point • Greater than 3 & less than or equal to 4 years: 2 points • Greater than 4 & less than or equal to 5 years: 3 points • Greater than 5 & less than or equal to 6 years: 4 points • Greater than 6 & less than or equal to 7 years: 5 points • Greater than 7 & less than or equal to 8 years: 6 points 		
R2.	<p>In excess of the minimum required experience stated in M4, the Bidder will be awarded points in the following manner:</p> <ul style="list-style-type: none"> • Greater than 2 & less than or equal to 3 years: 1 point • Greater than 3 & less than or equal to 4 years: 2 points • Greater than 4 & less than or equal to 5 years: 3 points • Greater than 5 & less than or equal to 6 years: 4 points • Greater than 6 & less than or equal to 7 years: 5 points • Greater than 7 & less than or equal to 8 years: 6 points 		
Maximum Points Available:			12
Minimum Pass Mark:			2
Bidder's Score:			

TABLE 3: Level II Certified Tempest Professional			
#	Mandatory Evaluation Criteria	MET (Yes or No)	Page Numbers in Bid
M1.	The proposed resource must have worked on 3 projects within the last 8 years conducting ZONING, TEMPEST and NONSTOP testing on naval vessels, vehicles and/or airplanes/helicopters The Bidder must provide work experience on at least one Zoning project, one TEMPEST project and one NONSTOP project.		
M2.	The proposed resource must provide a copy of the certificate from CSEC that shows that the CTP II is currently qualified.		
M3.	The proposed resource must have a minimum of 2 years demonstrated experience in the last 8 years conducting ZONING, TEMPEST and NONSTOP testing of Naval ships, vehicles and/or airplanes/helicopters.		
M4.	The proposed resource must have a minimum of 2 years demonstrated experience in the last 8 years developing and supporting TEMPEST Control Plans.		
M5.	The proposed resource must have a minimum of 2 years demonstrated experience in the last 8 years performing TEMPEST Level Testing on COTS equipment.		
#	Point Rated Evaluation Criteria	Score Obtained	Page Numbers in Bid
R1.	In excess of the minimum required experience stated in M3, the Bidder will be awarded points in the following manner: <ul style="list-style-type: none"> Greater than 2 & less than or equal to 3 years: 1 point Greater than 3 & less than or equal to 4 years: 2 points Greater than 4 & less than or equal to 5 years: 3 points Greater than 5 & less than or equal to 6 years: 4 points 		

	<ul style="list-style-type: none"> Greater than 6 & less than or equal to 7 years: 5 points Greater than 7 & less than or equal to 8 years: 6 points 		
R2.	<p>In excess of the minimum required experience stated in M4, the Bidder will be awarded points in accordance with the following:</p> <ul style="list-style-type: none"> Greater than 2 & less than or equal to 3 years: 1 point Greater than 3 & less than or equal to 4 years: 2 points Greater than 4 & less than or equal to 5 years: 3 points Greater than 5 & less than or equal to 6 years: 4 points Greater than 6 & less than or equal to 7 years: 5 points Greater than 7 & less than or equal to 8 years: 6 points 		
R3.	<p>In excess of the minimum required experience stated in M5, the Bidder will be awarded points in accordance with the following:</p> <ul style="list-style-type: none"> Greater than 2 & less than or equal to 3 years: 1 point Greater than 3 & less than or equal to 4 years: 2 points Greater than 4 & less than or equal to 5 years: 3 points Greater than 5 & less than or equal to 6 years: 4 points Greater than 6 & less than or equal to 7 years: 5 points Greater than 7 & less than or equal to 8 years: 6 points 		
Maximum Points Available:			18
Minimum Pass Mark:			3
Bidder's Score:			

Solicitation No. – N° de l'invitation W8482-145969/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 611 ZM
Client Ref. No. – N° de réf. De client W8482-145969/B	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N° VME

ATTACHMENT 5.1

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for [Employment and Social Development Canada \(ESDC\)](#) - Labours' website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the *Employment Equity Act*.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - ☐ A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC -Labour.
- OR
- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC -Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC -Labour.

B. Check only one of the following:

- ☐ B1 The Bidder is not a Joint Venture.
- OR
- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).

ANNEX A: SECURITY REQUIREMENTS

SRCL (SRCL)

Government
of CanadaGouvernement
du Canada

MAR 10 2015

Contract Number / Numéro du contrat

W8482-145969

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		2. Branch or Directorate / Direction générale ou Direction	
Department of National Defence		ADM(MAT)/DGMEPM/DNCS	
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 Department of National Defence requires the services of Emission Security specialists and Certified TEMPEST Professionals to support the execution of the Naval EMSEC Control program that is currently in place to preserve the security posture of Canadian Naval vessels.			
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"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> 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 A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input checked="" type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified

Canada



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

W8482-145969

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No ☐ Yes
Non Oui

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

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

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

☐ RELIABILITY STATUS
COTE DE FIABILITÉ

☐ CONFIDENTIAL
CONFIDENTIEL

☒ SECRET
SECRET

☒ TOP SECRET
TRÈS SECRET

☐ TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☐ NATO SECRET
NATO SECRET

☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

☐ SITE ACCESS
ACCÈS AUX 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
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☐ No ☐ Yes
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)

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Unclassified

Canada



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Contract Number / Numéro du contrat

W8482-145969

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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category 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 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).



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Contract Number / Numéro du contrat

W8482-145969

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)

Aakash Sharma

Title - Titre

Electromagnetic Environment Effects

Signature

Telephone No. - N° de téléphone
819-939-3739

Facsimile No. - N° de télécopieur
819-939-3622

E-mail address - Adresse courriel
AAKASH.SHARMA@forces.gc.ca

Date
26/02/2014

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

**Sasa Medjovic - DDSO - Industrial Security
Senior Security Analyst**

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur
Tel: 813-996-0296

E-mail address - Adresse courriel
E-mail: sasa.medjovic@forces.gc.ca

Date

2015-03-10

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No
Non

☒ Yes
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)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

28-MARCH-2015

Jacques Saumur

Contract Security Officer, Contract Security Division

Jacques.Saumur@tpsgc-pwgsc.gc.ca

Tel/Tél - 613-948-1732 / Fax/Téléc - 613-954-4171