



**SOLICITATION CLOSES  
L'INVITATION PREND FIN**

**at – à 02:00 PM  
on – le 09 September 2015**

**Time Zone: - Fuseau horaire :  
Eastern Daylight Savings Time (EDT)**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Department of National Defence**

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

**Proposition aux: Ministère de la Défense nationale (MDN)**

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

**Comments – Commentaires**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

**Issuing Office – Bureau de distribution**

Director Services Contracting (D Svcs C 4)  
Direction des contrats de service (DC Svc 4)

<b>Title – Sujet</b> RFP – Two (2) Physicians (Medical Standards Analysts) - Services	
<b>Solicitation No. – N° de l'invitation</b> DND 14/0040005	
<b>Date</b>	
<b>Reference No. – N° de reference du client</b>	
<b>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :</b> By Email to: – par courriel à : <a href="mailto:DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca">DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca</a> Director Services Contracting – Direction des contrats de service Attention: <b>Anna Maria Mangone</b>	
<b>Address Enquiries to: Adresser toutes questions à :</b> Anna Maria Mangone <b>Telephone No.                      E-mail Address</b> <b>N° de telephone                      Courriel</b> 819-997-3335 <a href="mailto:Anna-Maria.Mangone@forces.gc.ca">Anna-Maria.Mangone@forces.gc.ca</a>	
<b>FOB – FAB</b> See Herein – Voir ci-inclus	
<b>Destination</b> See Herein – Voir ci-inclus	
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   <b>Telephone No. - N° de telephone      Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

- Annex "A", Statement of Work
- Annex "B", Basis of Payment
- Annex "C", Security Requirements Check List
- Annex "D", Non-Disclosure Agreement (NDA)

### 1.2 Summary

- 1.2.1 This bid solicitation is being issued to satisfy the requirement of the Department of National Defence for two (2) Physicians (Medical Standards Analysts) services. It is intended to result in the award of up to two (2) contracts each for one (1) year, plus two (2) one-year irrevocable options allowing Canada to extend the term of the contract. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- 1.2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial and Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- 1.2.3 For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of *the bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.



### 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

Section 01, **Integrity Provisions – Bid** is deleted in its entirety and replaced by:

By submitting a bid, the Bidder certifies that it complies with the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and agrees to be bound by its terms. The Bidder also certifies that it complies with the terms of section 18 of the *Government Contracts Regulations*, (SOR/87-402).

Section 02, **Procurement Business Number** is deleted in its entirety.

Section 05, **Submission of Bids** – Subsection 2(d) is deleted and replaced by:

It is the Bidder's responsibility to:

(d) send its bid only to Department of National Defence (DND) organization receiving the bids as specified on Page 1 of the bid solicitation.

Section 05, **Submission of Bids – Subsection 4** is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) calendar days.

Section 06, **Late Bids** is deleted in its entirety.

Section 07, **Delayed Bids** is deleted and replaced by:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

Section 08, **Transmission by Fax** is deleted in its entirety.

Section 20, **Further Information** is deleted in its entirety.

### 2.2 Submission of Bids

- a. Unless specified otherwise in the RFP, bids must be received by the Procurement Authority at the electronic address identified by the date, time and place indicated on page 1 of the solicitation.



- b. **Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Procurement Authority.** Larger bids may be submitted through more than one e-mail. The Procurement Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Procurement Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Procurement Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

### 2.3 Former Public Servant

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

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause,

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

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

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

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



### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

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

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

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

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ( ) No ( )

If so, the Bidder must provide the following information:

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

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

## 2.4 Enquiries - Bid Solicitation

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

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



## **2.5 Applicable Laws**

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

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

## **2.6 Basis for Canada's Ownership of Intellectual Property**

The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

**(6.5)** where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.





## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I, Technical Bid: one (1) soft copy submitted by e-mail;

Section II, Financial Bid: one (1) soft copy submitted by e-mail;

Section III, Certifications Not Included in the Technical Bid: one (1) soft copy submitted by e-mail.

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

The Bidder can propose one (1) or two (2) resources as specified in Annex "A" - Statement of Work. A separate bid is not required for each resource.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#).

To assist Canada in reaching its objectives, bidders should:

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

#### Section I: Technical Bid

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

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

**Résumés for Proposed Resources:** Unless specified otherwise in the RFP, the technical bid must include résumés for the consultant(s) identified in the bid solicitation that demonstrate that each proposed individual meets the qualification requirements described in the Flexible Grid outlined in Annex A of the Supply Arrangement (including any educational requirements, work experience requirements, and professional designation or membership requirements). Résumés should state the current level of personnel security held by the consultant(s) and their corresponding Canadian Industrial Security Directorate (CISD) file number(s).



**Education:** Academic Certification (degree, etc.) must be obtained through a recognized\* academic institution in the field of expertise.

The consultant(s) proposed must meet the education requirements for the Consultant Category for which they are being proposed. Where the RFP requests the Supplier to provide information about the education of the proposed individual(s), the individual(s) must have obtained its education from a recognized\* Canadian university, college or high school, or the equivalent as established by a recognized\* Canadian academic credentials assessment service, if obtained outside Canada.

\*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/indexe.stm>.

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

## **Section II: Financial Bid**

- 3.1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 3.1.2 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 3.1.3 When preparing their financial bid, bidders should review:
  - (a) The basis of payment in Annex "B"; and
  - (b) Clause 1.2, Financial Evaluation, of Part 4;
- 3.1.4 All rates included in the pricing schedule detailed in Attachment 1 to Part 3 exclude travel and living expenses.
- 3.1.5 Bidders should include the following information in their financial bid:
  - (a) Their legal name;
  - (b) Their Procurement Business Number (PBN); and
  - (c) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
    - (i) their bid; and
    - (ii) any contract that may result from their bid.

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.



**ATTACHMENT 1 to PART 3, PRICING SCHEDULE**

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid, for each of the periods specified below, its quoted firm all inclusive (excepting Applicable Taxes) per diem rate (in Cdn \$) for each of the resource categories identified.

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

The rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

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

**Table 1: Physician (Medical Standards Analyst) (1)**

Category of Personnel	Firm All-Inclusive Per Diem Rate (Cdn \$)	Level of Services (Estimated)	Total (Cdn \$)
	A	B	C = A x B
<b>Period of the Contract:</b> date of the Contract to one (1) year later.			
Physician (Medical Standards Analyst) (1)	\$	190 days	\$
<b>Total, Period of the Contract</b>			\$
<b>Extended Contract period 1:</b> end of initial period of the Contract to one (1) year later.			
Physician (Medical Standards Analyst) (1)	\$	190 days	\$
<b>Total, Extended Contract period 1</b>			\$
<b>Extended Contract period 2:</b> end of extended Contract period 1 to one (1) year later.			
Physician (Medical Standards Analyst) (1)	\$	190 days	\$
<b>Total, Extended Contract period 2</b>			\$
<b>Evaluated Price, inclusive of all periods (Applicable Taxes excluded)</b>			\$
<b>Applicable Taxes</b>			\$



**Table 2: Physician (Medical Standards Analyst) (2)**

Category of Personnel	Firm All-Inclusive Per Diem Rate (Cdn \$)	Level of Services (Estimated)	Total (Cdn \$)
	A	B	C = A x B
<b>Period of the Contract:</b> date of the Contract to one (1) year later.			
Physician (Medical Standards Analyst) (2)	\$	190 days	\$
<b>Total, Period of the Contract</b>			\$
<b>Extended Contract period 1:</b> end of initial period of the Contract to one (1) year later.			
Physician (Medical Standards Analyst) (2)	\$	190 days	\$
<b>Total, Extended Contract period 1</b>			\$
<b>Extended Contract period 2:</b> end of extended Contract period 1 to one (1) year later.			
Physician (Medical Standards Analyst) (2)	\$	190 days	\$
<b>Total, Extended Contract period 2</b>			\$
<b>Evaluated Price, inclusive of all periods (Applicable Taxes excluded)</b>			\$
<b>Applicable Taxes</b>			\$

**Note:** The Bidder can propose one (1) or two (2) resources at the firm all-inclusive per diem rates identified above.



## **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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4.

#### **4.1.2 Financial Evaluation**

The volumetric data included in the pricing schedule detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

### **4.2 Basis of Selection**

#### **4.2.1 Lowest Evaluated Price**

**4.2.1.1** A bid must comply with the requirements of the bid solicitation and must have at least one (1) proposed resource meet all mandatory evaluation criteria to be declared responsive.

**4.2.1.2** The proposed resources from responsive bids will be ranked in ascending order of evaluated prices; the proposed resource with the lowest evaluated price being ranked first. Of the highest ranked proposed resources in ascending order of evaluated prices, the top two (2) will be recommended for award of a contract. In the event these resources are proposed by different bidders, up to two (2) separate contracts may be awarded.

**4.2.1.3** In the event two or more proposed resources have the same evaluated price, the number of years' experience in mandatory technical criterion MT4 detailed in Attachment 1 to Part 4 will be used for subsequent ranking.



**ATTACHMENT 1 to PART 4 TECHNICAL CRITERIA**

**Mandatory Technical Criteria**

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

Bids which fail to have at least one (1) proposed resource meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately for each proposed resource.

Bidders are requested to include a narrative summary to aid in the evaluation process, and in all cases, simply referring to pages of a CV is not a suitable response.

#	MANDATORY TECHNICAL CRITERION (MT)	BID PREPARATION INSTRUCTIONS
<b>PHYSICIANS (MEDICAL STANDARDS ANALYSTS) (1) AND (2)</b>		
<b>MT1</b>	The Bidder must demonstrate that the proposed resource possesses:  A certificate of registration in good standing with one of the provincial Colleges of Physicians and Surgeons, certifying them to practise medicine in a Canadian Province.	The Bidder must provide a copy of the certificate or other verifiable proof issued by the provincial Colleges of Physicians and Surgeons.
<b>MT2</b>	The Bidder must demonstrate that the proposed resource has a minimum of three (3) years' experience in providing primary patient health care.	
<b>MT3</b>	The Bidder must demonstrate that the proposed resource has a minimum of (6) months' experience within the past five (5) years working in Microsoft Word.	
<b>MT4</b>	The Bidder must demonstrate that the proposed resource has a minimum of six (6) months experience within the past (5) years using an electronic health record system.	



## PART 5 - CERTIFICATIONS

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

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract.

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

### 5.1 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 specified will render the bid non-responsive.

#### 5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](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.

#### 5.1.3 Additional Certifications Precedent to Contract Award

##### 5.1.3.1 Status and Availability of Resources

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

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



### **5.1.3.2 Education and Experience**

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





## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

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



## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

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

- a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

#### 7.2.2 Supplemental General Conditions

*SACC Manual* clause 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

*SACC Manual* clause 4008 (2008-12-12) Personal Information, apply to and form part of the Contract.

#### 7.2.3 Non-Disclosure Agreement

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

### 7.3 Security Requirements

7.3.1 The following security requirements (*SRCL and related clauses*) applies and form part of the Contract: **PWGSC FILE # DND14/0040005**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.



3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. 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).

## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The Work is to be performed during the period from the date of the Contract to one year later [Date to be specified in the resulting Contract].

### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## 7.5 Authorities

### 7.5.1 Contracting Authority [To be specified in the resulting Contract]

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: National Defence Headquarters  
 Attention: [insert designation]  
 101 Colonel By Drive  
 Ottawa, Ontario  
 K1A 0K2

Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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



**7.5.2 Technical Authority** [To be specified in the resulting Contract]

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: National Defence Headquarters  
 Attention: [insert designation]  
 101 Colonel By Drive  
 Ottawa, Ontario  
 K1A 0K2

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.

**7.5.3 Procurement Authority** [To be specified in the resulting Contract]

The Procurement Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: National Defence Headquarters  
 Attention: [insert designation]  
 101 Colonel By Drive  
 Ottawa, Ontario  
 K1A 0K2

Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

The Procurement Authority is responsible for all matters concerning the day-to-day management of the Contract. Any proposed changes to the scope of the Work are to be discussed with the Procurement Authority and Technical Authority, but any resulting change can only be confirmed by a contract amendment issued by the Contracting Authority.

**7.5.4 Contractor's Representative** [To be specified in the resulting Contract]

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

**7.6 Payment**



### 7.6.1 Basis of Payment

### 7.6.2 Limitation of Expenditure

For the Work described in applicable sections of the Statement of Work in Annex A:

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$[amount to be specified in the resulting Contract]. Customs duty are included and Applicable Taxes are extra.

### 7.6.3 Method of Payment

#### 7.6.3.1 Monthly Payments

For the Work described in applicable sections of the Statement of Work in Annex A:

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada; and
- c) the Work performed has been accepted by Canada.

### 7.6.4 No Responsibility to Pay for Work not performed due to Closure of Government Offices

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.

### 7.6.5 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

### 7.6.6 Invoicing Instructions

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

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;

**7.6.6.2** The Contractor must submit a high resolution .pdf copy of the original invoice along with all required supporting documentation to the Procurement Authority by means of an email with the contract number, description and invoice number in its subject line. By doing so the Contractor certifies that the .pdf copy of each invoice will be treated as an original invoice. Any and all original receipts must be received by the Procurement Authority prior to processing of the invoice, in compliance with Treasury Board regulations. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.



## 7.7 Certifications

### 7.7.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 7.8 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. **The name of the province or territory as specified by the Bidder in its bid will be inserted below, if applicable.**

## 7.9 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental General Conditions 4006 (2010-08-16)
- (c) the General Conditions 2035 (2014-09-25);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Security Requirements Check List;
- (f) Annex "D", Non-Disclosure Agreement; and
- (g) the Contractor's bid dated [date to be specified in the resulting Contract.], as clarified on [date to be specified in the resulting Contract, if required], and as amended on [date to be specified in the resulting Contract, if required].

## 7.10 Defence Contract

SACC Manual clause A9006C (2012-07-16), Defence Contract  
SACC Manual clause A9062C (2011-05-16), Canadian Forces Site Regulations

**NOTE TO BIDDERS:** One (1) of the following two (2) options will be specified as clause 12 in the resulting Contract.

### **OPTION 1**

## 7.11 Foreign Nationals (Canadian Contractor)

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



**OPTION 2**

**7.11 Foreign Nationals (Foreign Contractor)**

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

**7.12 Insurance**

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



## ANNEX "A" STATEMENT OF WORK

### 1. OBJECTIVE

- 1.1 The objective of the SOW is to describe the tasks and deliverables required by Physicians (Medical Standards Analysts), four (4) days a week, to review Canadian Armed Forces (CAF) medical records in order to assign permanent changes of medical employment limitations for CAF members.

### 2. BACKGROUND

- 2.1 The Canadian Forces Health Services Group Headquarters (CF H Svcs Gp HQ), Directorate of Medical Policy (D Med Pol) Medical Standards Section is responsible for developing and implementing medical standards for enrolment and employment in the Canadian Armed Forces. The military medical community has the mandate and responsibility to describe, and communicate to the administrative and employment authorities, a clear and concise medical option of any employment limitation and the capability of the members to perform the expected duties and tasks safely and effectively.
- 2.2 As a result of the volume of medical files that must be reviewed, the Medical Standards Section has a requirement for Physicians (Medical Standards Analysts) to provide professional medical recommendations based on the CAF Universality of Service.

### 3. SCOPE

- 3.1 The Contractor must provide \_\_\_\_\_ Physician(s) (Medical Standards Analyst(s)) to review electronic and paper medical records of CAF members on the Canadian forces Health Information (CFHIS).
- 3.2 The Physicians (Medical Standards Analysts) will review all medical files of CAF members who have been assigned a permanent change in medical category or a prolonged temporary medical category status. The Physicians will provide occupational medical expertise and direction regarding permanent change of Medical Employment Limitations (MELs). MELs are applied in accordance with CAF Universality of Service principles, as specified by DAOD 5023-0/5023-01/CFP 154 Medical Standards and in relation to the functional impact of specific medical conditions. The Physicians will also liaise with staff from outside agencies on matters related to occupational medicine.

### 4. TASKS AND DELIVERABLES

The resources must perform the following Tasks:

- 4.1 Comprehend and apply the Defence Administrative Orders and Directives 5023-0/5023-01/Canadian Forces Publication (CFP) 154, Medical Standards.
- 4.2 Employ the Canadian Forces Health Information System (CFHIS) electronic database.
- 4.3 Review the CAF applicant medical records and determine the medical fitness, employment limitations and the medical category in accordance with Task 4.1 for CAF postings in and out of Canada.
- 4.4 Analyze, compile, update, enter and validate medical data through computer based applications.
- 4.5 Advise the Directorate of Military Career Administration (DMCA) the Medical Employment Limitations of CAF members.





- 4.6 Review medical records and develop Medical Employment Limitation reports in a format acceptable to the TA and compatible with Microsoft Office or Adobe Reader.
- 4.7 Deliver to the Technical Authority upon completion of the contract, all information, including all working papers, notes, memoranda and reports.

**5. MEETINGS**

- 5.1 The resources must attend a Kick-off meeting to clarify the work items, the project objectives, establish a schedule and understand the Client's expectations.
- 5.2 The resources must attend adhoc meetings, as and when requested by the Technical Authority to address concerns or other unforeseen needs to meet.

**6. CONSTRAINTS**

- 6.1 DND personnel are normally available from 0900 to 1530 Monday to Friday exclusive of statutory holidays. Every effort will be made to ensure the availability of Departmental personnel; however, urgent tasks and other activities may have an impact on scheduling. The resources are expected to plan their workload accordingly.

**7. HOURS AND LOCATION OF WORK**

- 7.1 The resources must be available for Hours of Work between 0700 and 1700hrs on scheduled work days and provide a 7.5 hour work day.
- 7.2 All work shall be performed at the DND facilities at 1745 Alta Vista Drive, Ottawa unless authorized in writing by the Technical Authority.

**8. LANGUAGE REQUIREMENTS**

- 8.1 The resources must be fluent in the English language. Fluent means that the individual must be able to communicate orally and in writing without any assistance and with minimal errors.



**ANNEX “B” - BASIS OF PAYMENT**

**1. GENERAL**

**1.1 Labour**

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

**(a) Definition of a Day - Proration**

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

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

**2. PERIOD OF THE CONTRACT: FROM THE DATE OF THE CONTRACT TO ONE (1) YEAR LATER**

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

**2.1 CONTRACT PERIOD 1: FROM THE DATE OF THE CONTRACT TO ONE (1) YEAR LATER**

**2.1.1 Labour**

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

Category	All Inclusive Fixed Per Diem Rate
Physician (Medical Standards Analyst) (1)	\$(rate to be specified in the resulting Contract)
Physician (Medical Standards Analyst) (2)	\$(rate to be specified in the resulting Contract)

Total Estimated Labour Cost: \$(value to be specified in the resulting Contract)

**2.1.2 Total Estimated Cost to a Limitation of Expenditure: \$(amount to be specified in the resulting Contract)**

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



**3. OPTION TO EXTEND THE TERM OF THE CONTRACT**

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

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

**3.1 EXTENDED CONTRACT PERIOD 1: FROM END OF THE PERIOD OF THE CONTRACT TO ONE (1) YEAR LATER**

**3.1.1 Labour**

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

Category	All Inclusive Fixed Per Diem Rate
Physician (Medical Standards Analyst) (1)	\$(rate to be specified in the resulting Contract)
Physician (Medical Standards Analyst) (2)	\$(rate to be specified in the resulting Contract)

Total Estimated Labour Cost: \$(value to be specified in the resulting Contract)

**3.1.2 Total Estimated Cost to a Limitation of Expenditure: \$(amount to be specified in the resulting Contract)**

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

**3.2 EXTENDED CONTRACT PERIOD 2: FROM THE END OF EXTENDED CONTRACT PERIOD 1 TO ONE (1) YEAR LATER**

**3.2.1 Labour**

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

Category	All Inclusive Fixed Per Diem Rate
Physician (Medical Standards Analyst) (1)	\$(rate to be specified in the resulting Contract)
Physician (Medical Standards Analyst) (2)	\$(rate to be specified in the resulting Contract)

Total Estimated Labour Cost: \$(value to be specified in the resulting Contract)

**3.2.2 Total Estimated Cost to a Limitation of Expenditure: \$(amount to be specified in the resulting Contract)**

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



**ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST (SRCL)**



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat DND 14/0040005 Amendment 1
Security Classification / Classification de sécurité

**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 Department of National Defence	2. Branch or Directorate / Direction générale ou Direction Directorate of Medical Policy (D Med Pol)	
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 Medical Standards Analysts (Physicians) will review all medical files of the Canadian Armed Forces members who have been assigned a permanent change in medical category. Provide occupational medical expertise and direction regarding permanent change of medical employment limitations.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input 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"/>	Restricted to / Limité à : <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input 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 type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input 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

Canada

SM





Contract Number / Numéro du contrat DND 14/0040005 Amendment 1
Security Classification / Classification de sécurité <i>SM</i>

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:  No / Non  Yes / Oui

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux: \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

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

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat
DND 14/0040005 Amendment 1
Security Classification / Classification de sécurité

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

No  
Non

Yes  
Oui

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

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

No  
Non

Yes  
Oui

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



SRCL Signature Page to be inserted in resulting Contract.



**ANNEX "D" - NON-DISCLOSURE AGREEMENT (NDA)**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. **DND 14/0040005** between Her Majesty the Queen in right of Canada, represented by the Department of National Defence and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: **DND 14/0040005**.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date