



<p>Solicitation Closes - L'invitation prend fin at 02:00 PM / à 14:00hre on 12 November 2015 /le 11 novembre 2015</p> <p>Eastern Standard Time (EST) Heure Normal de l'Est (HNE)</p>	<p>Title – Sujet Two Warehouse Support Specialists</p>
<p>REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION</p> <p>Proposal To: Department of National Defence</p> <p>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.</p> <p>Proposition aux: Ministère de la Défense nationale (MDN)</p> <p>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).</p>	<p>Solicitation No. - N° de l'invitation DND-15/0026945</p>
<p>Comments – Commentaires</p>	<p>Date 30 September 2015</p>
<p>THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT</p> <p>CE DOCUMENT CONTIENT UNE EXIGENCE EN MATIERE DE SECURITE</p>	<p>Reference No. – N° de référence du client</p>
<p>Issuing Office - Bureau de distribution</p> <p>Director Services Contracting (D Svcs C 4)/ Direction des contrats de service (DC Svc 4)</p>	<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À: By Email/par courriel à :</p> <p>DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca</p> <p>Director Services Contracting/ Direction des contrats de service Attention : Sarada Dutta</p>
	<p>Address Enquiries to: - Adresser toutes questions à: Sarada Dutta</p>
	<p>Telephone No. - N° de téléphone</p>
	<p>Email Address : sarada.dutta@forces.gc.ca</p>
	<p>FOB – FAB Destination</p>
	<p>Destination</p>
	<p>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</p>
	<p>Telephone No. - N° de téléphone</p>
	<p>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)</p>
	<p>Signature Date</p>



TWO WAREHOUSE SUPPORT SPECIALISTS

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 INTRODUCTION
- 1.2 SUMMARY
- 1.3 DEBRIEFINGS
- 1.4 OFFICE OF THE PROCUREMENT OMBUDSMAN

PART 2 - BIDDER INSTRUCTIONS

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
- 2.2 SUBMISSION OF BIDS
- 2.3 FORMER PUBLIC SERVANT
- 2.4 ENQUIRIES - BID SOLICITATION
- 2.5 APPLICABLE LAWS

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 BID PREPARATION INSTRUCTIONS

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 EVALUATION PROCEDURES
- 4.2 BASIS OF SELECTION - LOWEST PRICE PER POINT

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 CERTIFICATIONS REQUIRED WITH THE BID
- 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

PART 6 – SECURITY AND OTHER REQUIREMENTS

- 6.1 SECURITY REQUIREMENTS
- 6.2 CONTROLLED GOODS REQUIREMENT

PART 7 - RESULTING CONTRACT CLAUSES

- 7.1 STATEMENT OF WORK
- 7.2 STANDARD CLAUSES AND CONDITIONS
- 7.3 SECURITY REQUIREMENTS
- 7.4 TERM OF CONTRACT
- 7.5 AUTHORITIES
- 7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS
- 7.7 PAYMENT
- 7.8 INVOICING INSTRUCTIONS
- 7.9 CERTIFICATIONS
- 7.10 APPLICABLE LAWS
- 7.11 PRIORITY OF DOCUMENTS
- 7.12 DEFENCE CONTRACT
- 7.13 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR)
- 7.14 INSURANCE
- 7.15 CONTROLLED GOODS PROGRAM
- 7.16 ACCESS AND NON-DISCLOSURE AGREEMENT
- 7.17 CLOSURE OF GOVERNMENT OFFICES



ANNEX A - STATEMENT OF WORK

ANNEX B - BASIS OF PAYMENT

ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

ANNEX D - EMBEDDED CONTRACTOR LETTER OF ACKNOWLEDGMENT

ANNEX E - ACCESS AND NON-DISCLOSURE AGREEMENT



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 the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Access and Non-Disclosure Agreement, and the Embedded Contractor Letter of Acknowledgement.

1.2 Summary

- 1.2.1 The Department of National Defence has a requirement for the professional services from two Warehouse Support Specialists to assist the Quality Engineering Test Establishment in the performance of supply and inventory control functions.
- 1.2.2 It is intended to result in the award of one (1) Contract for three years, plus 1 one-year irrevocable option allowing Canada to extend the term of the contract.
- 1.2.3 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 [Industrial Security Program \(ISP\)](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.
- 1.2.4 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.
- 1.2.5 This procurement is subject to the Controlled Goods Program. The Defence production Act defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).



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.

1.4 Office of the Procurement Ombudsman

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman (OPO). The OPO was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-800-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca. Furthermore, the OPO offers an alternative dispute resolution service to resolve any dispute between the parties respecting the interpretation or application of a term and condition of the resulting contract.



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>) 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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 01, **Integrity Provisions – Bid** is deleted in its entirety and replaced 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)*.

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

- c) 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.

- d) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

- e) Section 06, Late Bids is deleted in its entirety.

- f) Section 07, Delayed Bids, of 2003 referenced above, is deleted and replaced with the following:

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

- g) Section 08, Transmission by Fax – para (1) is deleted in its entirety.

- h) Subsection 2 of Section 20, Further Information is deleted in its entirety.

2.2 Submission of Bids

Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DND 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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



If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) 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.



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.

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

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

3.3 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:

- i) use paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- ii) use an environmentally-preferable format including black and white printing instead of 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.

Bidders are requested to include the following information:

- their legal name;
- the name of the contact person and their contact information authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- for Part 2, article 3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
- for Part 6, article 1, Security Requirement, of the bid solicitation:
 - a) the name of each individual who will require access to classified or protected information, assets or sensitive work sites; and
- Part 4, Evaluation Procedures, 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 accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

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

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.2 Electronic Submissions

Electronic Submissions: Individual e-mails exceeding five (5) megabytes in size, or those including other factors such as embedded files, macros and/or links, may be rejected by the Department of National Defence (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. DND will confirm receipt of documents. It is the responsibility of the Bidder to ensure that their entire bid submission has been received. Bidders must not assume that all documents have been received unless DND confirms receipt of each document. Due to the possibility of e-mail rejection and/or other technical issues, bidders are requested to allow sufficient time before the closing time and date to submit their bid and for DND to confirm receipt. Bid documents received after the closing time and date will not be accepted.



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

Mandatory Technical Criteria

	Met	Not met	Substantiation as to How this requirement is Met/Not met. Cross reference to Proposal (Page & Para)
<p>M1: The Bidder must clearly demonstrate that each proposed resource has a minimum of twelve (12) months experience within the last three (3) years in managing inventories using SAP Materiel Management module.</p>			
<p>M2: The Bidder must clearly demonstrate that each proposed resource has a minimum of eighteen (18) months combined experience within the last four (4) years performing all the following tasks:</p> <ul style="list-style-type: none"> • shipping and receiving goods, • preparing materials for shipment, and • operating and maintaining materiel handling equipment. 			
<p>M3: The Bidder must clearly demonstrate that each proposed resource has a minimum of twelve (12) months experience using the MS Excel and twelve (12) months experience using the MS Word within the last two (2) years.</p>			
<p>M4: The Bidder must clearly demonstrate that each proposed resource has a minimum of secondary school diploma/certification.</p> <p>Bid Prep Instructions: To demonstrate, the Bidder must provide a copy of the diploma, certification or other verifiable proof. Canada may, at any time, request a copy of the degree or certification to verify the information, if it is not provided with the bid.</p>			



4.2 Basis of Selection – Mandatory Technical Criteria

1. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
2. Where two or more proposals achieve technically responsive proposals with an identical lowest price, the proposal with the most experience in Mandatory Criterion M1 will be recommended for award of a contract.
3. Cost of the proposal calculation: The proposal offering lowest evaluated price may be the successful proposal and calculated as follows:

Total lowest evaluated price = Total cost for professional services for the initial three-year contract period + one option period.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.1.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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) 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 Access and Non-Disclosure Agreement:

The Bidder must obtain the completed and signed non-disclosure agreement in Appendix "D" from his/her employee(s) or subcontractor(s) before they are given access to information by or on behalf of Canada in connection with the Work.

Information to Bidders: It is highly recommended that the completed and signed Non-Disclosure Agreement (Annex "D") be provided with the technical proposal at the time of bid closing.



5.1.4 Additional Certifications Precedent to Contract Award

5.1.4.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16), Status and Availability of Resources

5.1.4.2 Education and Experience

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



PART 6 – SECURITY 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 requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
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 refer to the [Industrial Security Program \(ISP\)](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.

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.
- C. Embedded Contractor Letter of Acknowledgment:

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

Note to the Bidders: It is highly recommended that the Bidders provide the following information with their bids in order for the DND to verify the required security clearance, based on the SRCL and its security clauses mentioned in the RFP, from the Canadian Security Directorate (CISD), Public Works and Government Services (PWGSC) prior to Contract award.

1. **Bidder:-** CISD-PWGSC file number, level of security clearance and Expiry date
2. **Resource:-** Complete Name, CISD/PWGSC file number (or date of birth), level of security clearance and Expiry date.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following modifications:

Section 01, Interpretation, is amended as follows:

DELETE:

"Canada", "Crown", "Her Majesty" or "the Government"

Means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

INSERT:

"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;

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

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

PWGSC FILE #: DND-15-0026945

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Facility Security Clearance** at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. This contract includes access to controlled goods. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada.



3. The Contractor/Offeror personnel requiring access to **PROTECTED/CLASSIFIED** information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.
4. The Contractor/Offeror **MUST NOT** remove any **CLASSIFIED** information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
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).

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from the date of Contract Award to three years later (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 one (1) additional one-year period under the same conditions. The Contractor agrees that during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) 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 (to be specified in the resulting contract)

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
 Title and designation: _____
 Organization: _____
 Address: _____

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

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform



work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____
Title and designation: _____
Organization: _____
Address: _____

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

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

7.5.3 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title and designation: _____
Organization: _____
Address: _____

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

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

7.5.4 Contractor's Representative

The Contractor's Representative for the Contract is:

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

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

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ **(to be specified in the resulting contract)**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Monthly Payment

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

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

7.7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department



7.7.5 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2015-07-03), General Conditions - Higher Complexity – Services ;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Access and Non-Disclosure Agreement;
- (g) Annex E, Embedded Contractor Letter of Acknowledgement; and
- (h) the Contractor's bid dated _____ (to be specified in the resulting contract), as clarified on _____ and as amended on _____ (to be specified in the resulting contract, if applicable)



7.12 Defence Contract

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

NOTE TO BIDDERS: One of the following options will be specified in the resulting Contract:

7.13 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

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

OR

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

7.14 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.15 Controlled Goods Program

- (i) SACC Manual clause A9131C (2014-11-27), Controlled Goods Program - Contract
- (ii) SACC Manual clause B4060C (2011-05-16), Controlled Goods

(iii) Embedded Contractor Letter of Acknowledgment:

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

7.16 Access and Non-Disclosure Agreement

The Contractor must obtain from its employee(s) and/or subcontractor(s) the completed and signed Access and 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.

7.17 Closure of Government Offices

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

(a) 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, closure or early 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, closure or early closure.

(b) 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.



ANNEX “A” – STATEMENT OF WORK

1. Background

- 1.1 The Quality Engineering Test Establishment provides a range of engineering and technical services to the Department of National Defence (DND) and the Canadian Forces. The QETE Supply Section is an important component of the overall logistics and administrative support organization that allows QETE to perform its primary function.
- 1.2 QETE has been engaged in a program to modernize its facilities and its technical and scientific capabilities through the acquisition of new laboratory equipment and facilities. In turn this has increased the workload on the establishment’s Supply Section.

2. Scope

- 2.1 DND requires professional services from two Warehouse Support Specialists to assist the Quality Engineering Test Establishment (QETE) in the performance of supply and inventory control functions.

3. Abbreviations and acronyms

- 3.1 The following abbreviations and acronyms will be used in this Statement of Work:

- CGCS – Canadian Government Cataloguing System
- CPU – Central Processing Unit
- DRMIS – Defence Resource Management Information System
- EDP – Electronic Data Processing
- LAN - Local Area Network
- NCR – National Capital Region
- QETE – Quality Engineering Test Establishment
- TA – Technical Authority

4. Tasks

- 4.1 The two Warehouse Support Specialists must perform the following:

4.1.1 Materiel Management Tasks:

- a. Manage the disposal of surplus assets using the Defence Resource Management Information System (DRMIS) Materiel Management Module provided by the Technical Authority;
- b. Initiate requests to replenish current inventories;
- c. Manage the distribution of assets using the DRMIS Materiel Management Module;
- d. Maintain an inventory of items received and issued to provide a clear and auditable record of the operations;
- e. Initiate, verify and modify cataloguing data in the DRMIS, and the Canadian Government Cataloguing System (CGCS);



- f. Set up, maintain and manage customer accounts in support of DRMIS activities; and
- g. Liaise with Equipment Program Managers for supply related activities in support of configuration management.

4.1.2 Warehousing/Storesman Tasks:

- a. Assist in the receipt and issue of stock items;
- b. Return incorrect or obsolete parts back to supplier with proper documentation;
- c. Monitor inventory levels of assets;
- d. Withdraw from stock, and verify the commodity, size and lot with the requirements in the computerized inventory system, and document issues in the standard stock record accounts if required;
- e. Receive and unpack goods manually, check packing slips against stock received and record incoming materials in DRMIS.
- f. Prepare materials for shipment;
- g. Participate in random and full inventory stock verifications;
- h. Operate and maintain material handling equipment;
- i. Ensure general housekeeping; and
- j. Perform additional warehouse support services such as cleans the storeroom and other assigned areas.

5. Deliverables

5.1 Monthly Progress Reports

The Contractor's resources must deliver a monthly progress report which includes the following:

- a. Progress on Material Identification;
- b. Progress on disposal of assets;
- c. Identify potential problems and propose solutions; and
- d. Progress on Stock Verification.

5.2 Monthly reports are not required for any month in which services were not provided.

6. Format of the Deliverables

6.1 Unless otherwise specified by the TA, a hard copy or soft copy of these deliverables must be provided to the TA.

7. TRAVEL AND LIVING

7.1 No travel and living is associated with this requirement.



8. Location for Provision of Required Services

- 8.1 The requested services must be performed on-site in the Quality Engineering Test Establishment building at 45 Sacre Coeur, Gatineau, Quebec. DND will provide sufficient office space, general purpose office furniture and Electronic Data Processing (EDP) equipment/services (Central Processing Unit (CPU), keyboard, monitor and access to the divisional Local Area Network (LAN)subject to normal security requirements).
- 8.2 Furthermore, DND will provide, subject to normal security requirements, and only to the specified Contractor personnel, access to identified databases or applications resident on DND computers or networks for the sole purpose of executing the services associated with this Contract. DND, at its sole discretion, will identify the nature and characteristics of such access.
- 8.3 All of the above provisions must, in all cases, be subject to the availability of suitable DND facilities in the National Capital Region (NCR).

9. DND Support to the Contractor

- 9.1 To aid the Contractor in the provision of the required services, the following information, materials, and assistance will be provided if available and deemed appropriate by the TA:
- a. All available data and documents such as materiel management modules and other data deemed necessary by the TA for the provision of services under this SOW; and
- 9.2 DND may provide special training on an “as and when required basis” to Contractor personnel for DND unique computer systems/software that have been recently implemented or changed.
- 9.3 DND will incur per diem charges from the Contractor for time while the Contractor personnel are being trained for the first time if required, however will not pay for training for replacement personnel. Upon completion of the special training provided by Canada to the incumbent Contractor trained personnel, should the trained incumbent personnel leave or need to be replaced during the life of the Contract, the Contractor will pay all expenses to train the replacement personnel.
- 9.4 The Contractor is advised that the above does not represent a commitment by Canada and that it is the Contractor’s sole responsibility to provide all services required to perform the Contract. The Contractor personnel must be able to work independently on all aspects of the required services.

10. Language Requirement

- 10.1 All work including tasks and deliverables will be completed in English. The resource must be fluent in English. Fluent means able to communicate orally and in writing without assistance and minimal errors.

11. Limitations and Constraints

- 11.1 The personnel of the Contractor providing the services must be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada.
- 11.2 During the performance of the Contract, the Contractor or his personnel must not direct any departmental organizations, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action.



- 11.3 The TA or other authorized departmental government representative must have access at all times to the work and to the plant or facility where any part of the work is being performed.
- 11.4 The Contractor will ensure that their personnel do not use Government of Canada or DND designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner lead others to perceive Contractor personnel as being employees of Canada.

12. Inspection and Acceptance

- 12.1 All reports, deliverables, documentation and services rendered shall be subject to inspection and signature (where required) by the TA or designated representatives, evaluated on the basis of suitability, quality and adherence to this SOW and any resultant tasking. All evaluations will be done within a reasonable time frame, as determined by the TA, based on the particular deliverable.
- 12.2 Should any report, document, good or service not be in accordance with the requirements of this SOW and to the satisfaction of the TA, as submitted, the TA shall have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.



ANNEX “B”

BASIS OF PAYMENT

Initial Contract Period: Date of Contract Award to three years later [date to be specified in the resulting contract].

Financial Limitation of \$[to be specified in the resulting contract] for the Contract Period. Firm per diem rates as detailed in the table below. GST/HST \$[to be specified in the resulting contract] extra.

Description	Number of Personnel	Estimated Number of Days	Firm Per Diem rates	Total (720 x per diem)
Warehouse Support Specialist 1	1	720	Per Diem = \$	\$
Warehouse Support Specialist 2	1	720	Per Diem = \$	\$
Professional Services (Initial Three-Year Contract Period)				\$
HST/GST				\$
Total cost for the initial contract period				\$

Option Period One: End of Initial Contract Period to one (1) year later [date to be specified in the resulting contract].

Financial Limitation of \$[to be specified in the resulting contract] for the Option Period. Firm per diem rates as detailed in the table below. GST/HST \$[to be specified in the resulting contract] extra.

Description	Number of Personnel	Estimated Number of Days	Firm Per Diem rates	Total (240 x per diem)
Warehouse Support Specialist 1	1	240	Per Diem = \$	\$
Warehouse Support Specialist 1	1	240	Per Diem = \$	\$
Professional Services (Option Period)				\$
HST/GST				\$
Total cost for the option period				\$

	TOTAL
Total Evaluated Price for the <u>Professional Services</u> (Initial Three-Year Contract Period + Option Period One):	\$



ANNEX "C" SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

DND-15/0026945

Security Classification / Classification de sécurité
UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	DND	2. Branch or Directorate / Direction générale ou Direction DGLPEM
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail The Department of National Defence - Quality Engineering Testing Establishment has a requirement for the temporary services of two Storespersons contractor resource to increase the capacity of the QETE Supply Section in order to respond to an increased workload.		
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"/>	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 checked="" type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input checked="" type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		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

DND-15/0026945

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

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / 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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Contract Number / Numéro du contrat DND-15/0026945
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Page 4 of the SRCL to be inserted in the resulting contract



ANNEX “D”, ACCESS AND NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of **to be specified in the resulting Contract**, I may be given access to information provided by or on behalf of Canada in connection with the Work pursuant to Contract No. DND-15/0026945 between Her Majesty the Queen in right of Canada, represented by the Minister of National Defence and (the “Prime Contractor” - **to be specified in the resulting Contract**), including information that may be confidential or proprietary to third parties, and information conceived, developed or produced as part of the Work under the Contract. For the purposes of this agreement, information includes but is not limited to: any documents, specifications, 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 if I have been given access to the DND Enterprise Resource Planning (ERP) application known as the Defence Resource Management Information System (DRMIS), also sometimes referred to as either one of its parent applications, the Financial Management Accounting System (FMAS) or the Materiel Acquisition and Support Information System (MASIS), I will restrict my use of and access to the system only to the DRMIS data and associated data tables which are required to carry out the Work under the Contract, and which reside in the DRMIS modules listed in the Schedule of DRMIS roles of this this agreement. I agree that I will not access any information or data from DRMIS that is not specifically required to perform the Work under the Contract.

I agree that modifications to the Schedule of DRMIS roles may be made unilaterally by Canada and that the modifications shall be effective on the date determined by Canada provided that notice of the modifications has been provided to the Prime Contractor at least five (5) days prior to the effective date.

I acknowledge that Canada has the right to monitor and record all activities associated with the use of DND computer systems.

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 or any information from the DRMIS system to any person other than a person employed by my employer or Canada who has a need to know for purposes of carrying out the Work under the Contract. I undertake to safeguard the same and take all necessary and appropriate measures required by my employer, 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 agree that any information provided to my employer by or on behalf of Canada must be used solely for the purpose of the Work under the Contract and will remain the property of Canada or a third party, as the case may be.

In addition to any remedies against me at law, I have been advised by my employer that, if it is demonstrated that I have breached this agreement, I may be prevented for a period of time from working on any bid in certain future competitive procurements by Canada.

I agree that the obligations of this agreement will survive the completion of the Contract No. DND-15/0026945.

Signature

Date



ANNEX “E”, EMBEDDED CONTRACTOR LETTER OF ACKNOWLEDGEMENT

Reference: Defence Administrative Order and Directive (DAOD) Series 3003
(<http://www.admfincs-smafinsm.forces.gc.ca/dao-doa/3000/tc-tm-3003-eng.asp>)

Name of Person (contractor): _____

Name of Company: _____

DND Contract Number: DND-15/0026945

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

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

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

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

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

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



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

Signature _____

Name of CO/Manager (Print) _____

Unit _____

Date _____

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

Signature _____

Name of Contractor (Print) _____

Date _____