



**SOLICITATION CLOSES
L'INVITATION PREND FIN**

**at - à 14:00
on - le 21 December 2015**

**Time Zone: - Fuseau horaire :
Eastern Standard Time (EST)
Heure normale de l'Est (HNE)**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITIONS**

Proposal to: Department of National Defence

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

Proposition au : ministère de la Défense nationale (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.
CE DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ.

Issuing Office - Bureau de distribution

Director Services Contracting 4 (D Svcs C 4) /
Direction - Contrats de services 4 (DC Svcs 4)

Title - Sujet Special Intelligence Advisor	
Solicitation No. - N° de l'invitation DND-15/0025570	
Date 9 November 2015	
Reference No. (optional) - N° de référence (facultatif)	
RETURN BIDS TO: RETOURNER LES SOUMISSIONS À : By e-mail to / Par courriel au : DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca Director Services Contracting 4 / Direction - Contrats de services 4 Attention: Kim Seguin	
Address enquiries to: Adresser toute demande de renseignements à : Kim Seguin Telephone No. / N° de téléphone E-Mail Address / Courriel Kim.Seguin@forces.gc.ca	
FOB - FAB See herein / Voir dans les présentes.	
Destination See herein / Voir dans les présentes.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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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 the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the 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 of one Special Intelligence Advisor. The period of the requirement is for one year, plus two option periods of one year each.
- 1.2.2 There are security requirements 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) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website
- 1.2.3 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 Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement and the Canada-Panama Free Trade Agreement.
- 1.2.4 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: 120 days

- e) Section 06, **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.

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

- g) 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 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:
National Security



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.

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;
- (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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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.

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.

- 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 Criteria

	MANDATORY CRITERIA - SECURITY	PROPOSAL REFERENCE
M1	<p>The Bidder must hold a valid Facility Security Clearance (FSC) at the TOP SECRET level issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC) at bid closing.</p> <p>This must be demonstrated by including a copy of the clearance <u>letter</u> issued to the firm by PWGSC/CISD or by providing the organization screening number as provided by PWGSC/CISD.</p>	
M2	<p>The Bidder must clearly demonstrate that its proposed resource possesses a valid TOP SECRET security clearance by bid closing.</p> <p>This must be demonstrated by including the following information:</p> <ul style="list-style-type: none"> - Name of the individual; - Level of security clearance obtained; - Expiry date; and - Security Clearance Certificate and Briefing Form file number. <p>Note: Although it is required that the proposed resource be in possession of a valid TOP SECRET security clearance by bid closing, it is also a requirement that, <u>by contract award</u>, the resource be in possession of a TOP SECRET security clearance with access to compartmented information to include SIGINT.</p> <p>After the technical and financial evaluations have been completed, DND will rank the compliant bidders based on the selection methodology of the RFP. If the proposed resource of the first ranked bidder is not in possession of a valid TOP SECRET (SIGINT) security clearance, the bidder will be required to provide the DND contracting authority representative with proof that it has submitted a request to PWGSC/CISD to obtain the TOP SECRET (SIGINT) clearance within five (5) days of being notified that it is the first-ranked bidder. Failure to do so will result in the bidder being deemed non-compliant and DND will then contact the second-ranked bidder and so on.</p> <p>The bidder will be required to provide the DND contracting authority with written proof that PWGSC/CISD has successfully completed the TOP SECRET (SIGINT) process. The proposed resource will then be required to undergo a SIGINT briefing, conducted by DND at DND facilities, before the award of a contract.</p> <p>A contract, if awarded, will only be awarded after the resource is in</p>	



	possession of a valid TOP SECRET SIGINT security clearance issued by CISD and has undergone a SIGINT briefing by DND.	
	MANDATORY CRITERIA - TECHNICAL	PROPOSAL REFERENCE
M3	<p>The bidder must clearly demonstrate that its proposed resource has a minimum of 36 months of combined experience within the past 15 years working with an Operational Level Command in an Intelligence collection or Intelligence analysis function with one or more of the following:</p> <ul style="list-style-type: none"> • Canadian military organization; • United States military intelligence organization; • United Kingdom military intelligence organization; • Australian military intelligence organization <p>This must be demonstrated by providing details of the experience, including name & description of the organizations, scope, timeframe (from-to dates & month/year), & description of roles/responsibilities.</p>	
M4	<p>The bidder must clearly demonstrate that its proposed resource has a minimum of 10 years of experience in a senior Intelligence role with a minimum of 24 months experience in developing strategic-level plans, capabilities and procedures for defence intelligence support to deployed operations</p> <p>This must be demonstrated by providing details of the experience, including name & description of the operations, scope, timeframe (from-to dates & month/year), & description of roles/responsibilities</p>	
M5	<p>The bidder must clearly demonstrate that its proposed resource has experience participating in at least one strategic intelligence architecture study (examples include but are not limited to defence intelligence studies and intelligence capability reviews)</p> <p>This must be demonstrated by providing details of the experience, including name & description of the study, scope, timeframe (from-to dates & month/year), & description of roles/responsibilities</p>	
M6	<p>The bidder must clearly demonstrate that its proposed resource has a minimum of two years of combined experience using all of the following software:</p> <ul style="list-style-type: none"> • Microsoft Word; • Powerpoint; • Excel; and • Outlook <p>This must be demonstrated by providing details of the experience, including names of the systems used, scope, & timeframe (from-to dates & month/year)</p>	

Point Rated Technical Criteria

Item	Requirement	Maximum Points	Rating Scale	Proposal Reference
R1	The bidder must clearly demonstrate that its proposed resource has completed a	10	No Staff College = 0 points	



	<p>Senior Officer level Staff College programme offered by Canada or other 5 Eyes nation.</p> <p>This must be demonstrated by providing clear copies of the qualification attained, as well as the graduate degree (as applicable depending on the duration of Staff College attended)</p>		<p>Staff College completion = 5 points</p> <p>Staff College completion with incorporated graduate degree = 10 points</p>	
R2	<p>The bidder must clearly demonstrate that its proposed resource has combined experience across at least three of the following:</p> <ul style="list-style-type: none"> • Developing Special Operations Forces intelligence plans and related Intelligence/Surveillance/Reconnaissance concepts; • Leading and managing operational support activities; • Providing intelligence advice to military commanders, government directors, and/or deputy ministers and their staffs; and • Developing intelligence support concepts and implementation plans. <p>This must be demonstrated by providing details of the experience, including name & description of the client organizations, scope, timeframe (from-to dates & month/year), & description of roles/responsibilities</p>	10	<p>Less than 3 years = 2 points</p> <p>3+ to 5 years = 5 points</p> <p>5+ to 7 years = 7 points</p> <p>7+ years = 10 points</p>	
R3	<p>The bidder must clearly demonstrate that its proposed resource has experience working with level II or level III Canadian classified information systems (examples include but are not limited to CSNI and SPARTAN)</p> <p>This must be demonstrated by providing details of the experience, including the names & levels of systems utilized, timeframe (from-to dates & month/year), & description of roles/responsibilities</p>	10	<p>Less than 4 years = 2 points</p> <p>4+ to 5 years = 5 points</p> <p>5+ to 7 years = 7 points</p> <p>7+ years = 10 points</p>	
	Total Points Available:	30		
	Minimum Points Required : 70% = 21 points			

4.2 Basis of Selection - Lowest Price Per Point

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;



- b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract. In the case of a tie, the proposal that obtains the most points for the technical evaluation criteria which are subject to point rating will be recommended for award of a contract.



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.

5.1.3.1 Canadian Content Certification – Not Applicable – Intentionally DELETED from this Requirement

5.1.3.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and



experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.1.3.3 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or 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.



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

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



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:

- 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

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

7.3 Security Requirements

- 7.3.1 The following security requirements (*SRCL and related clauses provided by ISP*) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

PWGSC FILE #: DND-15-0025570

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **TOP SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **TOP SECRET SIGINT**, processed by Canadian Industrial Security Directorate and granted by Communications Security Establishment.
3. The Contractor personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) **must be citizens of Canada** and must EACH hold a valid personnel security screening at the level of **TOP SECRET SIGINT**, processed by Canadian Industrial Security Directorate and granted by Communications Security Establishment.



4. The Contractor **MUST NOT** remove any **CLASSIFIED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
5. 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.
6. The Contractor personnel requiring access to COMSEC information/assets **must be a Canadian citizen**, hold a valid security clearance commensurate with the information/assets that will be accessed, have a need-to-know and have undergone a COMSEC briefing and signed a COMSEC Briefing certificate. Access by foreign nationals or resident aliens must be approved by the Head of IT Security Client Services at CSEC on a case-by-case basis.
7. The Contractor must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to COMSEC information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "*Not Under FOCI*" or "*Under FOCI*". When an organization is determined to be *Under FOCI*, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "*Not Under FOCI through Mitigation*".

The contractor should at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of *Not Under FOCI* or *Not Under FOCI through Mitigation*.

All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.
8. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
9. The Contractor 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 one year 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 two (2) additional one-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 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.

7.8 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.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2015-07-03), General Conditions - Higher Complexity – Services ;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Non-Disclosure Agreement;
- (h) Annex E, Embedded Contractor Letter of Acknowledgement; and
- (i) 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

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

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

The Contractor must obtain from its employee(s) 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 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) and/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.

7.17 Office of the Procurement Ombudsman

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

7.18 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.

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 – SPECIAL INTELLIGENCE ADVISOR

1.0 SCOPE

1.1 Objective

1.1.1 The objective of this project is to develop supporting Intelligence concepts and implementation plans, coordinate implementation and provide advice to staff in the planning, development and operationalization of unique Special Operations Forces (SOF) Intelligence, Surveillance and Reconnaissance (ISR) in support of the Canadian Special Operations Forces Command Headquarters (CANSOFCOM HQ) J2 and HQ Force Development Staff.

1.1.2 Specific Services Required: One Special Intelligence Advisor.

1.2 Background

1.2.1 Special Operations are military activities conducted by specially designated, organised, trained and equipped forces using operational techniques and modes of operation not standard to conventional forces. Intelligence is central to the success of SOF operations which require a high level of intelligence support and capability. All SOF missions are therefore intelligence-driven – enabled by ISR capabilities and systems. Moreover, SOF either operates based on a high fidelity of intelligence (intelligence “collected for action”) or to collect intelligence and information in support of strategic military/political decisions. This latter aspect of CANSOF (the conduct of information and intelligence collection activities of national strategic or operational significance as a unique line of operation) will be developed beyond current capabilities.

1.2.2 The Contractor will be responsible for assisting in the assessment of current CANSOFCOM ISR capabilities as well as assisting in the research, design and development of SOF ISR capabilities and related implementation plans for future capabilities. In addition, the contractor will provide subject matter advice and assistance in the development of unique ISR capabilities. This will also include providing advice, support and consultation to CANSOFCOM intelligence, operations and force development staff to achieve specific SOF surveillance and reconnaissance operational goals regarding “collect for intelligence” capabilities. The Contractor will be responsible to the CANSOFCOM J2 (Technical Authority (TA)) and responsive to Director Force Development and Director Force Management on behalf of the J2. The place of work will primarily be CANSOFCOM HQ in Ottawa but some travel outside of the National Capital Region will be required.



2.0 Requirements

2.1 Tasks

The Special Advisor (Intelligence) must:

- 2.1.1 Coordinate and collaborate with Unit, CANSOFCOM J2 and the Director Force Development (Dir FD) to identify and refine requirements in preparation for the establishment of specific ISR capabilities including, but not restricted to, Airborne ISR capabilities and Special Operations Task Force (SOTF) Command and Control (C2);
- 2.1.2 Participate in related ISR working groups and discussions, both internal and external to CANSOFCOM as required;
- 2.1.3 Provide input and intelligence subject matter advice to Unit and CANSOFCOM HQ staff or other staff as requested to ensure informed ISR capability development to include advising on organisational design, personnel requirements and equipment procurement;
- 2.1.4 Assist in the preparation, review and implementation of supporting policies and ISR operational procedures;
- 2.1.5 Prepare or coordinate the preparation of SOF ISR doctrine, operating concepts and tactics, techniques, procedures and assist in the planning and conduct of ISR 'proof of concept' operations as necessary;
- 2.1.6 Assist in the development of strategic partnerships with the CAF (specifically CFD, CFINTCOM, CJOC and the Services) other government departments and agencies specifically related to consulting on ISR doctrine, FD initiatives and operationalizing ISR capabilities;
- 2.1.7 Prepare ISR submissions and presentations to strategic partners and CANSOFCOM senior management as necessary;
- 2.1.8 Assist in the preparation, development and coordination of ISR capability planning and development schedules;
- 2.1.9 Develop and provide updates to CANSOFCOM HQ Staff as requested;
- 2.1.10 Participate in all appropriate meetings;
- 2.1.11 Assist the CANSOFCOM J2 and Director Force Development staff in completing any other ISR tasks, objectives and activities that may arise; and
- 2.1.12 Assist the CANSOFCOM J2 in providing related Intelligence/ISR input into "Future CANSOFCOM" studies such as, but not limited to, "SOF 2025".

2.2 Responsibilities

- 2.2.1 TA's Responsibilities: 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 such as:
 - 2.2.1.1 All available data, documents and/or database access deemed necessary by the TA for the provision of services under this SOR;
 - 2.2.1.2 Consultation with the TA and other Crown Specialists as may be arranged by the TA;



- 2.2.1.3 Other information, data and assistance available and requested by the Contractor subject to the concurrence by the TA; and
- 2.2.1.4 CANSOFCOM related training not readily available from a commercial source such as Operational Security training and applicable CANSOFCOM staffing procedures.
- 2.2.2 Contractor's Responsibilities:
 - 2.2.2.1 Travel arrangements: The Contractor shall arrange its pre-approved required travel to deliver the services detailed herein.
 - 2.2.2.2 Access arrangements: The Contractor shall resolve all access and security issues to deliver the services detailed herein.
 - 2.2.2.3 Work under the Contract: The Contractor shall be responsible for all work produced under this contract, including completeness, accuracy and adherence to all relevant security regulations, rules and good practices.
 - 2.2.2.4 Quality Assurance: The Contractor is responsible for performing or having performed all inspections necessary to substantiate that the services provided conform to the requirements of this SOW.
 - 2.2.2.5 Contract management: The Contractor shall be required to actively participate in the overall management of all activities related to this SOW and will be directly responsible for the effective supervision and coordination of the efforts of its personnel in order to minimize the effort required by DND to manage the requirement.

2.3 Deliverables and Acceptance Criteria

2.3.1 Deliverables

The deliverables required from the contractor consist of those project approval documents, memorandums, schedules, submissions and presentations, in DND prescribed formats, required to satisfy the task requirements referred to above.

2.3.2 In addition to the deliverables requested at paragraph 2.3.1, the following are required:

- 2.3.2.1 Plans and Progress Reports as deemed applicable by the TA;
- 2.3.2.2 Agenda and minutes for all meetings, working groups and conferences as required;
- 2.3.2.3 Visit reports for all travel that occurs as required; and
- 2.3.2.4 Other reports, presentations and briefings packages, as required.

2.3.3 Acceptance Criteria

Acceptance of the contractor deliverables will be based on the following criteria:

- 2.3.3.1 Completeness;
- 2.3.3.2 Accuracy (user requirements, cost estimates, timelines, etc);
- 2.3.3.3 Clarity;



2.3.3.4 Timeliness; and

2.3.3.5 Appropriate format.

2.4 Constraints

2.4.1 Information Subject to Limited Access

There is a requirement for the Contractor to access information available exclusively at DND facilities. The Contractor's resource must possess a security clearance at the TOP SECRET SIGINT level. There is no requirement for the Contractor to process or store classified information at other than DND facilities.

2.4.2 Limitations – Comments and Recommendations.

Decisions concerning definition or revision of policy, budgets or contractual obligations and requirements are excluded from the Contractor's services. The Contractor must limit himself to providing only comments and recommendations on these issues.

2.4.3 Limitations – Direction

During the performance of the Contract, the Contractor 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.

2.4.4 Access to Proprietary Information

At all times during the provision of the required services, the Contractor must not have access to any proprietary information, including but not limited to financial information (including unit prices or rates) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g. total value of contract(s) awarded).

2.4.5 Safeguarding of Information

All reports, data, documents, or materials, provided to or utilized by the Contractor by Canada, or produced by the Contractor's personnel in providing services under the Contract, remain the property of Canada and shall be used solely in support of this requirement. The Contractor must safeguard the preceding information and materials from unauthorized use and must not release them to any third party, person or agency external to DND without the express written permission of the TA. Such information and material must be returned to the TA when requested.

2.4.6 Correspondence

All correspondence, either initiated by the Contractor or by DND, shall be submitted to the TA for record keeping. Correspondence is defined as records of conversation or decisions as well as any written correspondence in any format.

2.4.7 Use of Government of Canada and DND identifiers

The Contractor must not use Government of Canada or DND designations, logos or insignia on



any business cards, cubicle/office signs or written and electronic correspondence that in any manner could lead others to perceive the Contractor to be an employee of Canada.

2.4.8 Language Requirements

The Contractor must be able to communicate proficiently, both orally and in writing, in English.

2.5 Government Supplied Facilities, Material and Equipment

Due to the regular requirement to access classified information at DND facilities, the following will be furnished by DND:

2.5.1 Office space in the National Capital Region (NCR) to facilitate the completion of documentation and close coordination with other members of the CANSOFCOM J2 and Dir FD Staff; and

2.5.2 Furniture and equipment for the DND office space;

2.6 Progress Meeting

2.6.1 Preparation and Participation: The Contractor personnel shall make all necessary preparations in order to actively participate in any meeting convened by the TA.

2.6.2 Frequency and location: It is expected that the TA and the Contractor's personnel will meet monthly, at a minimum, at a pre-determined location within the National Capital Region or in the vicinity of any of the facilities where capability activities are being conducted as specified by the TA.

2.7 Travel and Living Expenses

2.7.1 The majority of services will be provided at the CANSOFCOM facility located at 1600 Star Top Road in Ottawa. There may be a requirement for the resource to travel outside of the National Capital Region to provide services. All travel must be pre-approved by the Technical Authority.

2.8 Security

2.8.1 There is a requirement for the Contractor's resource to access information available exclusively at DND facilities. The resource must possess a valid TOP SECRET (Level III) SIGINT security clearance, processed by Canadian Industrial Security Directorate and granted by Communications Security Establishment. The resource must also hold a valid indoctrination to SPECIAL ACCESS, GAMMA, and TK compartments for the duration of the contract. The indoctrination into special compartments will be managed by DND through CJOC, after contract award. The Contractor will be required to provide personal information regarding the Contractor's resource, including but not necessarily limited to the resource's date and location of birth, and social insurance number. The resource will be required to undergo a short security briefing and will be required to maintain the security of the information applicable under the auspices of the compartments for the duration of the contract.



ANNEX “B”

BASIS OF PAYMENT

Initial Contract Period: Date of Contract Award to one year later.

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.

Resource	Number of Resources	Firm Per Diem Rate	Estimated Level of Effort (Days)	Estimated Totals
Special Intelligence Advisor	1	\$	250	\$
			Professional Services	\$
			Travel and Living	\$ 5,000.00
			GST/HST	\$
			Total Estimated Cost	\$

Option Period One: End of Initial Contract Period to one (1) year later.

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.

Resource	Number of Resources	Firm Per Diem Rate	Estimated Level of Effort (Days)	Estimated Totals
Special Intelligence Advisor	1	\$	250	\$
			Professional Services	\$
			Travel and Living	\$ 5,000.00
			GST/HST	\$
			Total Estimated Cost	\$

Option Period Two: End of Option Period One to one (1) year later.

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.

Resource	Number of Resources	Firm Per Diem Rate	Estimated Level of Effort (Days)	Estimated Totals
Special Intelligence Advisor	1	\$	250	\$
			Professional Services	\$
			Travel and Living	\$ 5,000.00
			GST/HST	\$
			Total Estimated Cost	\$



ANNEX "C"
SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat DND-15-0025570 mm
Security Classification / Classification de sécurité UNCLAS

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 CANSOFCOM	2. Branch or Directorate / Direction générale ou Direction Force Development	
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 Special Advisor Intelligence		
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		
5. 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"/> <i>BOA</i>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input checked="" type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	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 checked="" type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLAS





Contract Number / Numéro du contrat DND-15-0025570 mm
Security Classification / Classification de sécurité UNCLAS

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 : TS COMINT 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 : **22**

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 type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input checked="" 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



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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

NON-DISCLOSURE AGREEMENT

The Contractor shall not, without the prior written permission of the Contract Authority, disclose to anyone, other than an employee or a subcontractor with a need to know, the information or documentation it has access to during the performance of the Work under the Contract. Prior to commencing the Work under the Contract, the Contractor shall require its employees or subcontractors who will be performing Work under the Contract or who are provided access to the Work to sign a Statement of Non-Disclosure substantially in the form set out below.

Non-Disclosure Statement Agreement

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 Number DND-15/0025570 between Her Majesty The Queen in Right of Canada, represented by the Minister of National Defence and *[Name of the Contractor]*, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labelled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not re-produce, 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 Number: DND-15/0025570.

Signature

Date



ANNEX “E”

EMBEDDED CONTRACTOR LETTER OF ACKNOWLEDGEMENT

Name of Person (contractor): _____

Name of Company: _____

DND Contract Number: DND-15/0025570

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 _____