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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 Senior Technician. The period of the requirement is for two years, 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 \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website".
- 1.2.3 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), and the Agreement on Internal Trade (AIT)."

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.

2.2.1 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.

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:
Where the Foreground consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

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

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.



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:

The bid must meet mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with each requirement. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately. Bidders are requested to include a narrative summary to aid in the evaluation process, and in all cases, simply referring to pages of a CV is not a suitable response.

MANDATORY TECHNICAL CRITERIA		
MTC#	Mandatory Technical Criterion (MTC)	Met
MT 1	The proposed resource must have a minimum of three (3) years demonstrated experience within the last ten (10) years in the maintenance and repair of water, sewage, and petroleum, oil and lubricant (WSPOL) handling and distribution systems.	
MT 2	The proposed resource must have a minimum of three (3) years demonstrated experience within the last ten (10) years relating to tank inspections and tank cleaning to meet Federal legislation for petroleum storage tank systems.	
MT 3	The proposed resource must have a minimum of three (3) years demonstrated experience within the last ten (10) years in the maintenance, management and inspection of unattended water, sewage, and petroleum handling and distribution systems in the Canadian Arctic, or similar extreme weather environments.	
MT 4	The proposed resource must have a minimum of one (1) year demonstrated experience within the last three (3) years using: <ul style="list-style-type: none"> • MS Outlook; • MS Word; • MS Excel; and • MS Power Point. 	



4.2 Basis of Selection - Mandatory Technical Criteria

SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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.



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 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.

5.1.2 Additional Certifications Precedent to Contract Award

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

5.1.2.2 Status and Availability of Resources

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

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



the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.1.2.3 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, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security 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 Financial Capability

SACC Manual clause A9033T (2012-07-16) Financial Capability

6.3 Controlled Goods Requirement – Not Applicable – Intentionally DELETED from this Requirement



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (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-16-0005259

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. 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.
3. The Contractor/Offeror MUST NOT remove any PROTECTED/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.



4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

5. The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C
- (b) Industrial Security Manual (Latest Edition).

7.3.2 Contractor’s Site(s) or Premises Requiring Safeguarding Measures – Not Applicable
Intentionally DELETED from this Requirement

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to two 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 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: _____

Public Works and Government Services Canada
Acquisitions Branch

Directorate: _____

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: _____
Organization: _____
Address: _____

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

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 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 – Not Applicable – Intentionally DELETED from this Requirement

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

Statement of Work for Senior Technician for the Canadian Forces Real Property Operation Group North Warning System Detachment (CF RP OPS GP DET NWS)

1.0 GENERAL

- 1.1 Background. The North Warning System (NWS) is part of the North American Aerospace Defence Command (NORAD) agreement between Canada and the United States (US) and is essential in maintaining North American sovereignty. Since 1986, Canada's northern radar and communications systems have been in service under the technical command authority of ADM(MAT). On 01 April 2014, management of NWS real property transferred from ADM(MAT) to ADM(IE). Specifically, the CF RP Ops Gp Det NWS manages the infrastructure of the NWS. Det NWS's main effort is the sound stewardship and operational readiness of NWS facilities. An operations and maintenance (O&M) contractor provides care, custody and control of the NWS.
- 1.2 Objective. DND requires a Senior Technician to facilitate O&M of the NWS, which ensures the readiness of the NWS. Contracted support of a Senior Technician is necessary due to the workload associated with this effort and the recent reduction in personnel through retirements and postings.
- 1.3 Acronyms. The following acronyms are used throughout this statement of work (SOW):
- 1.3.1 ADM(IE) - Assistant Deputy Minister (Infrastructure and Environment);
 - 1.3.2 ADM(MAT) - Assistant Deputy Minister (Material);
 - 1.3.3 CAF - Canadian Armed Forces;
 - 1.3.4 CF RP Ops Gp Det NWS - Canadian Forces Real Property Operations Group - North Warning System Detachment;
 - 1.3.5 CISD - Canadian Industrial Security Directorate;
 - 1.3.6 CTAT - Controlled Technology Access and Transfer;
 - 1.3.7 DAEPM - Directorate Aerospace Equipment Program Management;
 - 1.3.8 DND - Department of National Defence;
 - 1.3.9 FM/TA – Facilities Manager / Technical Authority;
 - 1.3.10 IMS - Information Management System;
 - 1.3.11 IQ - Indefinite Quantity;
 - 1.3.12 NCR - National Capital Region;
 - 1.3.13 NORAD - North American Aerospace Defence Command;
 - 1.3.14 NWS - North Warning System;
 - 1.3.15 NWSO - North Warning System Office;
 - 1.3.16 O&M - Operations and Maintenance;
 - 1.3.17 PWGSC - Public Works and Government Services Canada;
 - 1.3.18 R&CS - Radar and Communications Systems;
 - 1.3.19 RDIMS - Records, Documents, and Information Management System;



- 1.3.20 SOW - Statement of Work;
- 1.3.21 UCR - Unsatisfactory Condition Report;
- 1.3.22 US - United States of America; and
- 1.3.23 WSPOL - Water, Sewage, Petroleum, Oil, and Lubricants.

2.0 SCOPE OF WORK

- 2.1 General Services. The Senior Technician provides services to the NWS Facilities Manager/ Technical Authority (FM/TA) and the Environmental/Risk Management Officer regarding water and sewage systems, petroleum, oil and lubricant storage and distribution. In addition to Section 3.0 - Deliverables, the Senior Technician shall inform the FM/TA of any special circumstances or events that affect the provision of services.
- 2.2 Trade-Specific Services. The Senior Technician must perform tasks as required in support of water, sewage, petroleum, oil, and lubricant (WSPOL) systems as follows:
 - 2.2.1 Develop O&M concepts for WSPOL systems;
 - 2.2.2 Review general O&M and engineering documents for WSPOL systems and update or amend as necessary;
 - 2.2.3 Verify NWS operational requirements for bulk fuel and that the storage systems meet these requirements;
 - 2.2.4 Verify that tank inspection and cleaning schedules meet regulatory and contractual requirements;
 - 2.2.5 Access various internet-based programs and repositories to:
 - 2.2.5.1 Retrieve and view documentation, and
 - 2.2.5.2 Conduct NWS O&M Contract performance validation tasks;
 - 2.2.6 Review monthly maintenance reports to identify issues requiring resolution. Communicate advice on solutions accordingly;
 - 2.2.7 Review facilities-related NWS Indefinite Quantity (IQ) proposals for regulatory and contractual compliance, technical accuracy, specification validity, and schedule efficiency;
 - 2.2.8 Maintain effective oversight of approved IQ tasks related to WSPOL;
 - 2.2.9 Travel to NWS sites to perform on-site quality assurance inspections;
 - 2.2.10 Review Unsatisfactory Condition Reports (UCR) for technical accuracy;
 - 2.2.11 Conduct research into the background / history of WSPOL issues;
 - 2.2.12 Remain current on relevant Federal, Provincial and Territorial regulations;
 - 2.2.13 Review WSPOL system specifications and conduct research to ensure continued regulatory, notably environmental, compliance;
 - 2.2.14 Examine WSPOL systems in service to determine if configuration changes are necessary and make recommendations to remove or replace systems and/or material within the CAF inventory; and
 - 2.2.15 For disposal of CAF material, ensure appropriate procedures are followed and that disposal certifications are recorded properly.



- 2.3 Environmental Administrative Support. The Senior Technician must also:
- 2.3.1 Remain current on environmental regulations that impact WSPOL systems; and
 - 2.3.2 Provide technical expertise on WSPOL systems in relation to environmental matters.
- 2.4 Additional Support. Normal daily work will, at times, require the Senior Technician to:
- 2.4.1 Prepare correspondence and reports of a general nature;
 - 2.4.2 Prepare the WSPOL-related portions of contract documents;
 - 2.4.3 Provide technical information and expertise to other DAEPM and CF RP OPS GP staff;
 - 2.4.4 Actively participate in the management of activities related to this SOW by streamlining the production of deliverables and coordinating efforts with other technicians;
 - 2.4.5 Preferably using Records Documents and Information Management System (RDIMS), maintain an electronic library of delivered items, review comments, and work-in-progress according to standard project management methods or as approved by the FM/TA; and
 - 2.4.6 Provide a summary information package of all work, such as digital files, spreadsheets, e-mail correspondence, draft documents, etc... two weeks prior to the end of the Contract.

3.0 DELIVERABLES

- 3.1 Deliverables. Deliverables are the products and services provided according to this SOW. The deliverables, including their content and format, will be established by the FM/TA.
- 3.1.1 Deliverables shall be available to the FM/TA in hard copy and soft copy formats. Soft copy deliverables produced outside of the NWSO shall be provided in a Microsoft Office format, scanned with recognized anti-virus software;
 - 3.1.2 As required, the Senior Technician must present deliverables in meetings using Microsoft Office suite such as PowerPoint®; and
 - 3.1.3 The priority of deliverables will be established by the FM/TA.
- 3.2 Monthly Progress Reports. The Senior Technician will report monthly on work performed in a format acceptable to the FM/TA with the report attached to each Progress Payment Claim. At a minimum, each progress report shall document:
- 3.2.1 All significant activities performed by topic over the period of the Progress Claim;
 - 3.2.2 The status of action items and any outstanding activities;
 - 3.2.3 Any problems encountered which are likely to require attention by the FM/TA;
 - 3.2.4 Any recommendations for ongoing or future work;
 - 3.2.5 The number of days charged against each topic for the current Progress Claim; and
 - 3.2.6 The total number of days to date charged against each topic for the contract.

4.0 LIMITATIONS AND CONSTRAINTS

- 4.1 The Senior Engineering Graduate's regular workplace is the NWSO located at 455 Boulevard de la Carrière, Gatineau, Quebec. A regular work day is 7.5 hours within the regular business hours of 7:00 am to 6:00 pm, Monday to Friday.



- 4.2 The Senior Technician must provide contact information for regular business hours with a one-hour response time. Contact information shall also be provided for all other times, such as weekends and holidays, but with a 24-hour response time.
- 4.3 Subject to obtaining sufficient security clearance, DND shall provide the Senior Technician with access to databases and applications resident on DND computer networks for the sole purpose of providing the services associated with this contract. Solely DND shall identify the nature, characteristics, and duration of such access.
- 4.4 The Senior Technician is responsible for all work produced under this Contract taking into account completeness, accuracy, and adherence to relevant rules, regulations and good practices. Documentation developed or amended by the Senior Technician shall be reviewed, approved, and when required, signed by the NWS FM/TA.
- 4.5 Decisions concerning NWSO policies, budgets, and contractual responsibilities are excluded from the Senior Engineering Graduate's services. However, the Senior Technician may be asked to provide comments, interpretations, and recommendations concerning the WSPOL aspects of the O&M Contract.
- 4.6 The Senior Technician must be independent of direct control by servants of Canada and is not in any respect an employee or servant of Canada.
- 4.7 On behalf of Canada, the Senior Technician must not direct Government personnel or organizations or independent third parties to perform any action.
- 4.8 The Senior Technician must not have access to proprietary information, including financial information, such as unit prices or rates, or technical information concerning third parties with whom Canada has contracted or intends to contract, other than information already within the public domain, such as the total value of a contract. Proprietary information may be provided if the Senior Technician agrees to the Non-Disclosure and Confidentiality Agreement prior to contract award.
- 4.9 All drawings, software codes, reports, data, documents, or materials, provided to the Senior Technician by Canada or produced by the Senior Technician in providing services to Canada, remain the property of Canada and are to be used solely to support the provision of services. The Senior Technician must safeguard all information and materials from unauthorized access by any person, agency, or third party external to DND without the express written permission of the FM/TA. All information and material shall be returned to the FM/TA upon completion of the work or as requested.
- 4.10 The Senior Technician must be willing and able to travel to any NWS site.
- 4.11 The Senior Technician must ensure that the use Government of Canada or DND designations, logos, or insignia on any business cards, office signs, or correspondence does not give the perception of being an employee of Canada.
- 5.0 DND SUPPORT TO THE SENIOR ENGINEERING GRADUATE**
- 5.1 DND will provide office space, office furniture, and computer equipment: desk, chair, filing cabinet, computer, keyboard, mouse, monitor, and network printer.



- 5.2 If suitable DND office facilities become unavailable for any reason, the Senior Technician must provide, at no additional cost to Canada, uninterrupted service from his own office facility furnished with adequate office equipment.
- 5.3 When available and appropriate, DND will support the Senior Technician with materials, information, and assistance as follows:
- 5.3.1 Regulations, policies, directives, instructions, relevant technical documents and historical data;
 - 5.3.2 Consultations with specialists external to the NWSO; and
 - 5.3.3 Other information, data, or assistance as requested by Senior Technician subject to concurrence by the FM/TA.
- 5.4 To aid the Senior Technician in providing the required services, Canada will provide special training on an “as and when required basis” for unique DND business operations and processes. This training will be provided by DND at no cost to the Contractor if all of the following conditions are met:
- 5.4.1 Commercial training is not readily available to the Contractor;
 - 5.4.2 Training is offered by the Crown;
 - 5.4.3 Training is requested in support of the requirements described in Section 3.0 - Deliverables; and
 - 5.4.4 The FM/TA has authorized this training.
- 5.5 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 resources must be able to work independently on all aspects of the required services. Upon completion of the special training provided by Canada to the Contractor resources, should the trained resources leave or need to be replaced during the life of the contract, the Contractor must pay all expenses to train the replacement.

6.0 MEETINGS

- 6.1 The Senior Technician must make all necessary preparations to participate in meetings held at the NWSO or other locations within the NCR.
- 6.2 The Senior Technician may be asked to take minutes at meetings and to provide them to the FM/TA for review and approval by five business days after the meeting.
- 6.3 The Senior Technician must record action items or changes to action items as a result of meeting discussions and decisions.

7.0 TRAVEL AND LIVING

- 7.1 The Senior Technician could be asked to travel outside the NCR on a frequent basis. The requirement will be identified through daily operations at the NWSO or as directed by the FM/TA.
- 7.2 The Senior Technician could be asked to prepare a trip report for review and approval by the FM/TA no later than ten working days after returning from the trip.

8.0 TECHNICAL AUTHORITY



- 8.1 The FM/TA will be the primary point of contact for the Senior Engineering Graduate. Contact information for the FM/TA will be stated in the Contract award document.
- 8.2 All deliverables and services rendered can be subject to inspection and approval by the FM/TA or designated representative. Inspection and approval will be completed within a reasonable timeframe and be based upon this SOW, should any deliverable or service be rejected by the FM/TA for any reason, its correction shall be at the sole expense of the Senior Engineering Graduate.



ANNEX B, BASIS OF PAYMENT

During the period of the Contract, and if the options are exercised, during the extended period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

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

Category of Personnel	All-Inclusive Fixed Daily Rate (CAD \$)	Maximum Level of Service (Days @ 7.5 Hours)	TOTAL (CAD \$)
Period of the Contract: From Contract award to two (2) years later			
Senior Technician		480	\$
Travel & Living			\$ 30,000.00
Total, Initial Period of the Contract			\$
Option to Extend Contract period 1: end of the period of the Contract to one (1) year later.			
Senior Technician		240	\$
Travel & Living			\$ 15,000.00
Total, Extended Contract Period 1			\$
Option to Extend Contract period 2: end of option year one of the Contract (1) to one (1) year later			
Senior Technician		240	\$
Travel & Living			\$ 15,000.00
Total, Extended Contract Period 2			\$
Current Subtotal Cost			\$
Applicable Taxes (HST @ 13%)			\$

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

$$(\text{Hours worked} \times \text{applicable firm all-inclusive per diem rate}) \div 7.5 \text{ hours}$$

All proposed personnel must be available to work outside normal office hours during the duration of the Contract.

No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



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

The all-inclusive rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent travelling from the specified individual's work location to a specific pre-authorized work assignment that is inside the National Capital Region (NCR) defined in the *National Capital Act (R.S.C., 1985, c. N-4)*, available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>). Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling will not be permitted.

Total Estimated Cost of Professional Fees

Initial Contract Period: \$ _____ (insert amount at contract award)
Extended Contract Period 1 (If Option is Exercised): \$ _____ (insert amount at contract award)
Extended Contract Period 2 (If Option is Exercised): \$ _____ (insert amount at contract award)

2.0 Cost Reimbursable Expenses:

2.1 Authorized travel and living expenses for Work

Concerning the requirements to travel described in [insert: "section _____ (complete)" or, as applicable, "sections _____ (complete)"] of the Statement of Work in Annex ____ (insert the letter), the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed (as applicable, insert here the text of one of the 3 options below), at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travellers", rather than those referring to "employees.

outside the National Capital Region (NCR) defined in the *National Capital Act (R.S.C., 1985, c. N-4)*, available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>)"

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations."

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

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

Total Estimated Cost of Authorized Travel and Living Expenses

Initial Contract Period: \$ _____ (insert amount at contract award)
Extended Contract Period 1 (If Option is Exercised): \$ _____ (insert amount at contract award)
Extended Contract Period 2 (If Option is Exercised): \$ _____ (insert amount at contract award)

3.0 Total Estimated Cost

Initial Contract Period: \$ _____ (insert amount at contract award)
Extended Contract Period 1 (If Option is Exercised): \$ _____ (insert amount at contract award)
Extended Contract Period 2 (If Option is Exercised): \$ _____ (insert amount at contract award)



ANNEX C, SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

FEB 04 2016

Contract Number / Numéro du contrat DND-16/0005259
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 Department of National Defence	2. Branch or Directorate / Direction générale ou Direction ADM(IE) RP OPS GP
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 DND requires contracted technical support to manage the operations and maintenance of Canada's North Warning System radar sites.	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required - Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
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: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	
7. c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>
SECRET SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103 (2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Contract Number / Numéro du contrat DND-16/0005259
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? 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



Contract Number / Numéro du contrat DND-16/0005259
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 Secret	COSMIC Top Secret / COSMIC Très Secret	Protected / Protégé (A, B, C)			Confidential / Confidentiel	Secret	Top Secret / Très Secret
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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



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-16/0005259 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-16/0005259.

Signature

Date



ANNEX E, EMBEDDED CONTRACTOR LETTER OF ACKNOWLEDGEMENT

Name of Person (contractor): _____

Name of Company: _____

DND Contract Number: DND-16/0005259

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 _____