

SOLICITATION CLOSES L'INVITATION PREND FIN

at – à 02:00 PM on – le 4 January 2017

Time Zone: - Fuseau horaire : Eastern Standard Time (EST)

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Department of National Defence

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

Proposition aux: Ministère de la Défense nationale (MDN)

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

Comments – Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Issuing Office - Bureau de distribution

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

Title – Sujet
Provision of Homemade Explosive Training
Solicitation No. – N° de l'invitation
DND-15/0056119/A
Date
28 November 2016
Reference No. – N° de reference du client
RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :
By Email to: – par courriel à :
DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca
Director Services Contracting – Direction des contrats de service Attention: Kim Seguin
Address Enquiries to: Adresser toutes questions à :
Kim Seguin
Telephone No.E-mail AddressN° de telephoneCourriel
Kim.Seguin@forces.gc.ca
FOB – FAB
See Herein – Voir ci-inclus
Destination
See Herein – Voir ci-inclus
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur
Telephone No N° de telephone 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



TABLE OF CONTENTS

PART 1 -	- GENERAL INFORMATION	. 3	
1.1	INTRODUCTION	3	
1.2	SUMMARY	.3	
1.3	DEBRIEFINGS	.4	
PART 2	- BIDDER INSTRUCTIONS	5	
2.1	Standard Instructions, Clauses and Conditions	.5	
2.2	Submission of Bids		
2.3	FORMER PUBLIC SERVANT		
2.4	ENQUIRIES - BID SOLICITATION		
2.5	Applicable Laws		
	- BID PREPARATION INSTRUCTIONS		
3.1	BID PREPARATION INSTRUCTIONS	.9	
PART 4 ·	- EVALUATION PROCEDURES AND BASIS OF SELECTION	11	
4.1	Evaluation Procedures	11	
4.2	BASIS OF SELECTION	14	
PART 5 -	- CERTIFICATIONS AND ADDITIONAL INFORMATION	16	
5.1	Certifications Required with the Bid	16	
5.2	Certifications Precedent to Contract Award and Additional Information	16	
PART 6	- SECURITY, FINANCIAL, AND OTHER REQUIREMENTS	18	
6.1	Security Requirements	18	
PART 7 ·	RESULTING CONTRACT CLAUSES	19	
7.1	STATEMENT OF WORK		
7.2	Standard Clauses and Conditions		
7.3	SECURITY REQUIREMENTS		
7.4	TERM OF CONTRACT		
7.5			
7.6 7.7	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	-	
7.8	PAYMENT	-	
7.9	CERTIFICATIONS AND ADDITIONAL INFORMATION		
7.10	APPLICABLE LAWS		
7.11	PRIORITY OF DOCUMENTS		
7.12	DEFENCE CONTRACT	27	
7.13	Foreign Nationals (Canadian Contractor OR Foreign Contractor)	27	
7.14	INSURANCE	27	
ANNEX	"A" - STATEMENT OF WORK	28	
ANNEX	"B" - BASIS OF PAYMENT	33	
ANNEX	ANNEX "C" – SECURITY REQUIREMENTS CHECKLIST (SRCL)		
	"D" – TASK AUTHORIZATION (TA) FORM, DND626		
ANNEX	$\frac{1}{3}$		



PART 1 - GENERAL INFORMATION

This bid solicitation cancels and supersedes previous bid solicitation number DND-15/0056119 dated 28 September 2016 with a closing of 9 November 2016 at 02:00 PM. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

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, and the DND 626 Task Authorization Form and any other annexes.

1.2 Summary

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

The Department of National Defence (DND) has an "as-and-when-requested" requirement for the provision and delivery of Advanced Homemade Explosive (HME) training. It is DND's intention to award one (1) contract for a three-year period plus two (2) one-year options.

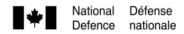
There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the <u>Industrial Security Program (ISP)</u> of Public Works and Government Services Canada (<u>http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html</u>) website.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.



1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 (2016-04-04), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Subsection 2.d of Section 05, **Submission of bids**, is deleted in its entirety and replaced with the following:

d. send its bid only to the Department of National Defence organization receiving the bids as specified on page 1 of the bid solicitation;

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

Delete: sixty (60) days

Insert: ninety (90) calendar days.

Section 06, Late Bids is deleted in its entirety.

The text under Section 07, Delayed bids, is deleted in its entirety and replaced with the following:

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

Section 08, Transmission by facsimile, is deleted in its entirety.

The text under Section 13, **Communications - solicitation period**, is deleted in its entirety and replaced with the following :

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only as indicated on page 1 of the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

Canada will submit all significant enquiries received and their replies directly to invited Bidders by electronic mail. For further information, consult subsection 3 of the Submission of bids section.

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

2.2 Submission of Bids

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



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

2.3 Former Public Servant

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

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

Definitions

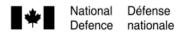
For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>Act</u>, 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 <u>Public Service Superannuation Act</u> (<u>PSSA</u>), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u> <u>Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. C. R-11, <u>the Members of Parliament</u> <u>Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, R.S., 1985, c. C-8.



Former Public Servant in Receipt of a Pension

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

Yes() No()

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

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

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

Work Force Adjustment Directive

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

Yes() No()

If so, the Bidder must provide the following information:

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

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

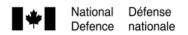
2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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



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



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.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green</u> <u>Procurement</u>.

To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

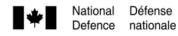
In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

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

Section II: Financial Bid

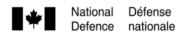
Bidders must submit their financial bid in Canadian funds and in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.



- 3.1.1 SACC Manual clause C3011T (2013-11-06) Exchange Rate Fluctuation apply to and form part of the Contract.
- 3.1.2 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 3.1.3 When preparing their financial bid, bidders should review:
 - (a) The basis of payment in Annex "B"; and
 - (b) Clause 4.1.2, Financial Evaluation, of Part 4;
- 3.1.5 All rates included in Basis of Payment detailed in Annex "B" exclude travel and living expenses.
- 3.1.6 Bidders should include the following information in their financial bid:
 - (a) Their legal name;
 - (b) Their Procurement Business Number (PBN); and
 - (c) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - (i) their bid; and
 - (ii) any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

CORPORATE		
Mandatory	CRITERIA	Location in Bid where demonstrated
M1	The Bidder must clearly demonstrate that it has a minimum of five years of experience delivering advanced (Level 3) Homemade Explosive (HME) – related courses. For each course, the Bidder must provide, as a minimum, a detailed description of the courses and the dates that the courses were delivered.	
M2	The Bidder must include with its bid a lesson plan that includes, as a minimum, ALL of the course objectives identified in Para 6 of Annex A "Statement of Work".	

RESOURCE		
Mandatory	CRITERIA	Location in Bid where demonstrated
M3	The Bidder must propose at least four instructors that have each delivered a minimum of three Homemade Explosive-related courses within the past five years. For each course, the Bidder must provide, as a minimum, a detailed description of the course, and the dates that the courses were delivered.	
M4	 The Bidder must propose a chemist that meets all of the following: In possession of a BSc degree, a MSc degree, or a PHd in Science from a recognized* post-secondary institution (see note below); Has delivered a minimum of five Homemade Explosive – related courses within the past five years; and Has experience in applicable studies in the field of explosive mixtures. Note: Academic Certification (Degree) must be obtained through a recognized* Canadian university or college, or the equivalent as established by a recognized* Canadian 	



tional	Défense
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	academic credentials assessment service, if obtained outside Canada. *The list of recognized organisations can be found under the Canadian Information Center for International Credentials web site <u>http://www.cicic.ca/2/home.canada</u> The proposed chemist cannot be one of the resources proposed as an instructor for Mandatory Criterion M3.
M5	The Bidder must propose at least one resource that has medical training. The proposed resource with medical training cannot be one of the resources proposed as an instructor for Mandatory Criterion M3.

4.1.1.2 Point Rated Criteria

	CRITERIA	Point Allocation
R1	The Bidder should clearly demonstrate that its proposed instructors have experience instructing Advanced (Level 3) HME to ABCANZ military or law enforcement agencies.	2 points for each ABCANZ nation for which training was delivered Max: 10 points
	ABCANZ: America, Britain, Canada, Australia, New Zealand	
R2	The Bidder should clearly demonstrate the level of medical training of its proposed resource and the bidder's medical response capability.	 (a) Bid demonstrates dedicated advanced medical care professional or paramedic; (b) Bid demonstrates access to a ROLE 2* hospital which has an evacuation plan that includes ambulatory service capable of transporting a patient from the bidder's training facility to the hospital within one hour.
		*ROLE 2 is defined as sustaining care that ensures earlier efforts toward stabilization are not compromised. It is provided both in transit during evacuation, and in treatment facilities along the evacuation route. This includes Health Service Staff (HSS) personnel applying clinical judgment and skill, while supported by a broad range of drugs, equipment and supplies, intravenous fluids and a minimal holding capability characteristic of a Role 2 treatment facility. Necessary examinations and observations can be accomplished

*

Spoints if the bid has clearly demonstrated both of the points (a) and (b) above; 3 points if bid demonstrates only one of the points (a) or (b) above. R3 The Bidder should include with its bid information about its safety record. R4 The Bidder should demonstrate that it has experience in the instruction of Advanced HME techniques. R4 The Bidder should demonstrate that it has experience in the instruction of Advanced HME techniques. R5 The Bidder should demonstrate that it has experience in the instruction of Advanced HME training has occurred. R5 The Bidder should demonstrate that it has experience in the instruction of Advanced HME training to clearly demonstrate that one or more of its proposed instructors has experience delivering Advanced (Level 3) HME training to military or law enforcement personnel; R6 The Bidder should provide information about the isoration of the accommodations and rations facilities. 5 points for experience delivering advanced HME training to Canadian Armed Forces (CAF) personnel; R6 The Bidder should provide information about the isor facilities are co-located with the training to more of its proposed instructors has previous deployed operational experience with experience was demonstrate that one or more of its proposed instructors has previous deployed operational experience was demonstrate that one or more of its proposed instructors has previous deployed operational experience was demonstrate that one or more of its proposed instructors has previous deployed operational experince was demonstrate that one or more of its proposed i			in a relatively deliberate manner. Arrangements are made to evacuate patients requiring a more comprehensive scope of care to an appropriate treatment facility.
R3 The Bidder should include with its bid information about its safety record. Max: 5 points F3 The Bidder should include with its bid information about its safety record. 5 points if there were no accidents involving injury to students that resulted in a visit to a hospital within the past five years that training has occurred. 3 points if there were no accidents involving injury to students that resulted in a visit to a hospital within the past five years that training has occurred. R4 The Bidder should demonstrate that it has experience in the instruction of Advanced HME techniques. For each course, the Bidder should provide, as a minimum, a detailed description of the courses and the dates that the courses were delivered. R5 The Bidder should provide information about the location of the accommodations and rations facilities. R6 The Bidder should provide information about the location of the accommodations and rations facilities. R6 The Bidder should provide information about the location of the accommodations and rations facilities. R7 The Bidder should clearly demonstrate that one or more of its proposed instructors has previous deployed operational experience was demonstrated.			
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R4 The Bidder should demonstrate that it has experience in the instruction of Advanced HME techniques. 2 points per year beyond the mandatory 5 years. For each course, the Bidder should provide, as a minimum, a detailed description of the courses and the dates that the courses were delivered. Max: 10 points R5 The Bidder should clearly demonstrate that one or more of its proposed instructors has experience delivering Advanced (Level 3) HME training to military or law enforcement personnel. 5 points for experience delivering advanced HME training to non CAF military or law enforcement personnel. R6 The Bidder should provide information about the location of the accommodations and rations facilities. 5 points for each ABCANZ unit for which experience was deployed operational experience with one or			all within the past one year that
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For each course, the Bidder should provide, as a minimum, a detailed description of the courses and the dates that the courses were delivered.5 points for experience delivering advanced HME training to Canadian Armed Forces (CAF) personnel;R5The Bidder should clearly demonstrate that one or more of its proposed instructors has experience delivering Advanced (Level 3) HME training to military or law enforcement personnel.5 points for experience delivering advanced HME training to Canadian Armed Forces (CAF) personnel;86The Bidder should provide information about the location of the accommodations and rations facilities.5 points if accommodations and rations facilities are co-located with the training facility.R7The Bidder should clearly demonstrate that one or more of its proposed instructors has previous deployed operational experience with one or2 points for each ABCANZ unit for which experience was demonstrated.	R4	experience in the instruction of Advanced HME	mandatory 5 years.
R5The Bidder should clearly demonstrate that one or more of its proposed instructors has experience delivering Advanced (Level 3) HME training to military or law enforcement personnel.5 points for experience delivering advanced HME training to Canadian Armed Forces (CAF) personnel;3 points for experience delivering advanced HME training to military or law enforcement personnel.3 points for experience delivering advanced HME training to non CAF military or law enforcement personnel;R6The Bidder should provide information about the location of the accommodations and rations facilities.5 points if accommodations and rations facilities are co-located with the training facility.R7The Bidder should clearly demonstrate that one or more of its proposed instructors has previous deployed operational experience with one or2 points for each ABCANZ unit for which experience was demonstrated.		minimum, a detailed description of the courses	Max: 10 points
advanced HME training to non CAF military or law enforcement personnel;R6The Bidder should provide information about the location of the accommodations and rations facilities.5 points if accommodations and rations facilities are co-located with the training facility.R7The Bidder should clearly demonstrate that one or more of its proposed instructors has previous deployed operational experience with one or2 points for each ABCANZ unit for which experience was demonstrated.	R5	The Bidder should clearly demonstrate that one or more of its proposed instructors has experience delivering Advanced (Level 3) HME	advanced HME training to Canadian
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Iocation of the accommodations and rations facilities.rations facilities are co-located with the training facility.R7The Bidder should clearly demonstrate that one or more of its proposed instructors has previous deployed operational experience with one or2 points for each ABCANZ unit for which experience was demonstrated.			
R7The Bidder should clearly demonstrate that one or more of its proposed instructors has previous deployed operational experience with one or2 points for each ABCANZ unit for which experience was demonstrated.	R6	location of the accommodations and rations	rations facilities are co-located with
or more of its proposed instructors has previous which experience was deployed operational experience with one or demonstrated.	D7	The Didder should clearly demonstrate that the	
deployed operational experience with one or demonstrated.	K/	or more of its proposed instructors has previous	
		deployed operational experience with one or	demonstrated.

	more ABCANZ units in the EOD/IEDD environment encountering the disposal of or exploitation of HME.	Max: 10 points
R8	The Bidder should clearly demonstrate the	5 points the training can be
	ability to train CAF students throughout the year.	conducted year round;
	Training can only be conducted when the temperature is no less than eight (8) degrees Celsius, or forty-six (46) degrees Fahrenheit.	3 points if the training can only be conducted 9 months of the year;
		1 point if the training can only be
	The Bidder should provide the mean monthly temperature listing of the proposed training	conducted 6 months of the year.
	location as per the U.S. National Weather	Max: 5 points
	Service or Environment Canada.	
Total P	oints Awarded (minimum pass mark: 30/55)	

4.1.2 Financial Evaluation

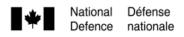
The volumetric data included in the Basis of Payment detailed in Annex "B" are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Basis of Payment detailed in Annex "B".

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

- 4.2.1.1 To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 55 points.
- 4.2.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 4.2.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4.2.1.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 4.2.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 4.2.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.1.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit	115/135 x 60 =	89/135 x 60 =	92/135 x 60 =
	Score	51.11	39.56	40.89
	Pricing Score	45/55 x 40 =	45/50 x 40 =	45/45 x 40 =
	-	32.73	36.00	40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1 st	3 rd	2 nd

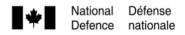
In the event of a tie where two or more responsive bids have the highest combined rating of technical merit and price, the proposal demonstrating the most years of experience for Mandatory Criterion M1 will be recommended for award of a contract.

4.2.2 Applicable Licenses

As a condition of contract award, the bidder must provide proof that it has valid and up to date applicable national/provincial/state licences that permit the manufacture, storage and disposal (including through high order detonation) of HME compounds, as per para 8.6 of the Statement of Work. Bidders are encouraged to submit this proof with their bid.

4.2.3 Site Visit

A DND representative(s) may visit the facility of the compliant bidder that submits the bid with the highest combined rating of technical merit and price, to verify that the facility meets the requirements of the Statement of Work. The site visit, if undertaken, will verify the suitability of the accommodations and training facility, including but not limited to classrooms, labs, and training areas as well as any other elements of the Statement of Work not specifically stated here. Should the site visit be deemed successful, award of a contract will be recommended. If the site visit is deemed to be unsuccessful, a DND representative(s) will visit the facility of the compliant bidder that submits the bid with the second highest combined rating of technical merit and price, and so on until a contract is awarded.



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. Unless specified otherwise, 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 Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 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.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_p rogram.page?&_ga=1.229006812.1158694905.1413548969#afed).

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.



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Education and Experience

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



PART 6 – SECURITY, FINANCIAL, AND OTHER REQUIREMENTS

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

6.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - 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.
- For additional information on security requirements, Bidders should refer to the <u>Industrial Security</u> <u>Program (ISP)</u> of Public Works and Government Services Canada (<u>http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html</u>) website.



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".

7.1.2 Task Authorization (TA)

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

- 1. The Procurement Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex "E".
- 2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- 3. The Contractor must provide the Procurement Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Procurement Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of \$100,000.00, Applicable Taxes included, inclusive of any revisions. Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the sum specified in Contract clause 7.7.1.1 (Limitation of Expenditure - Cumulative Total of all Task Authorizations); and "Minimum Contract Value" means a fixed amount of \$10,000.00; and

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.



- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.2.4 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the Procurement Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, 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: PSPC File Nº DND-15-56119

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 4. 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).

Note: CISD is obliged under various international security agreements, arrangements and protocols to insert special security clauses into contracts for award outside of Canada. The appropriate clauses vary from country to country, and therefore must be provided by CISD on a case-by-case basis.



SECURITY REQUIREMENT FOR FOREIGN RECIPIENT CONTRACTOR / OFFEROR / SUBCONTRACTOR

PSPC FILE # DND-15/0056119 Reliability Status

The **Contractor** and/or any and all **subcontractors** must be from a country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral industrial security instrument or will have such an instrument with Canada by the end of the bidding period. The Contract Security Program (CSP) has international bilateral industrial security instruments with the countries listed on the following PSPC website: <u>http://ssi-iss.tpsgc-pwgsc.gc.ca/gvrnmnt/risi-iisr-eng.html</u>

- 1. The Foreign recipient **Contractor / Offeror / Subcontractor** must provide proof that they are incorporated or authorized to do business in their jurisdiction.
- 2. The Foreign recipient **Contractor / Offeror / Subcontractor** defined as an individual or legal entity possessing the legal capacity to enter into a contract, shall provide confirmation of compliance with the below terms and conditions, in writing, to the Canadian DSA, prior to the execution of the works, services or performance, of which requires or involves access to Canadian restricted sites.
- 3. The Canadian Designated Security Authority (DSA) (Canadian DSA) is the International Industrial Security Directorate (IISD), Public Services and Procurement Canada (PSPC).
- 4. The Foreign Contractor / Offeror / Subcontractor shall not begin the work, services or performance until the Canadian DSA is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation shall be provided, in writing, to the Foreign recipient Contractor / Offeror / Subcontractor in an Attestation form, to provide confirmation of compliance and authorization for services to be performed.
- 5. The Foreign recipient Contractor / Offeror / Subcontractor must identify an authorized Contract Security Officer (CSO) to be responsible for the overseeing of the security requirements, as defined in this Contract. This individual will be appointed by the proponent Foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
- 6. The Foreign Recipient Contractor / Offeror / Subcontractor shall not permit access to Canadian restricted sites, except to its personnel subject to the following conditions:
 - a. Personnel have a need-to-know for the performance of the Contract;
 - Personnel have been subject to a criminal record check, with favourable results, from a recognized Governmental agency in **their country** as well as a background verification.
 The approved verifications for the required criminal record check and background verification are listed at Appendix A.
 - c. The Foreign Recipient Contractor / Offeror / Subcontractor will ensure that its Chief Executive Officer (CEO) or Senior Official of the company will appoint a Contract Security Officer (CSO) and/or an Alternate Contract Security Officer (ACSO) in order to ensure compliance with all contracting security requirements.

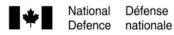


- d. The Foreign Recipient Contractor / Offeror / Subcontractor shall ensure that personnel provide consent to share results of the Criminal record Background Check with the Canadian DSA and other Canadian Government Officials, if requested;
- e. The Government of Canada reserves the right to deny access to Canadian Protected information and/ or assets to a Foreign Recipient Contractor / Offeror / Subcontractor for cause.
- 7. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
- 8. The Foreign recipient **Contractor / Offeror / Subcontractor** visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to the Canadian DSA.
- 9. In the event that a Foreign recipient Contractor / Offeror / Subcontractor is chosen as a supplier for this Contract, subsequent Country-Specific Foreign security requirement clauses shall be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.
- 10. The Foreign recipient Contractor / Offeror / Subcontractor must comply with the provisions of the Security Requirements Check List attached at Annex "C".

APPENDIX A

The Foreign Recipient Contractor / Offeror / Subcontractor must perform a security screening of all its personnel who will need access to CANADA PROTECTED information and/or to Canadian restricted sites:

- a. Identity check
 - i. Copies of two of valid original pieces of government issued identity documentation, one of which must include a photo
 - ii. Surname (last name)
 - iii. Full given names (first name) underline or circle usual name used
 - iv. Family name at birth
 - v. All other names used (aliases)
 - vi. Name changes
 - 1. Must include the name they changed from and the name they changed to, the place of change and the institution changed through
 - vii. Sex
 - viii. Date of birth
 - ix. Place of birth (city, province/state/region, and country)
 - x. Citizenship(s)
 - xi. Marital status/common-law partnership
 - 1. Current status (married, common-law, separated, widowed, divorced, single)
 - 2. All current spouses (if applicable)
 - a. Surname (last name)
 - b. Full given names (first name) underline or circle usual name used
 - c. Date and duration of marriage/common-law partnership
 - d. Date of birth
 - e. Family name at birth
 - f. Place of birth (city, province/state/region, and country)



- g. Citizenship(s)
- b. Residency check
 - i. The last five (5) years of residency history starting from most recent with no gaps in time.
 - Apartment number, street number, street name, city, province or state, postal code or zip code, country, from-to dates
- c. Educational check

1.

- i. The educational establishments attended and the corresponding dates.
- d. Employment history check
 - i. The last five (5) years of employment history starting from most recent with no gaps in time
 - ii. Three (3) employment reference check from the last five (5) years
- e. Criminal records check:

Report(s) containing all criminal convictions for the last five (5) years in and outside of the candidate's country of residence.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from the date of Contract Award to three (3) years later [date to be specified in the resulting Contract]

7.4.2 Option to Extend the Contract

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

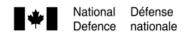
Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is: [to be specified in the resulting Contract]

Name: Title:	
Organization:	
Address:	National Defence Headquarters Attention: [insert designation] 101 Colonel By Drive Ottawa, Ontario K1A 0K2
Telephone: Facsimile: E-mail address:	



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

7.5.2 Technical Authority

The Technical Authority for the Contract is: [to be specified in the resulting Contract]

Name: Title:	
Organization:	
Address:	National Defence Headquarters
	Attention: [insert designation]
	101 Colonel By Drive
	Ottawa, Ontario
	K1A 0K2
Telephone:	
Facsimile:	
E-mail address:	

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

7.5.3 Procurement Authority

The Procurement Authority for the Contract is: [to be specified in the resulting Contract]

Name: Title:	
Organization:	
Address:	National Defence Headquarters
	Attention: [insert designation]
	101 Colonel By Drive
	Ottawa, Ontario
	K1A 0K2
Telephone: Facsimile:	
E-mail address:	

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



7.5.4 Contractor's Representative

Name:		
Title:		
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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

7.7.1.1 Limitation of Expenditure - Cumulative Total of all Task Authorizations

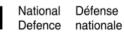
- Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ [to be specified in the resulting Contract]. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 4. 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.

7.7.2 Method of Payment

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

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

 (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;



- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

7.7.3 SACC Manual Clauses

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

7.7.4 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

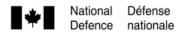
7.7.5 No Responsibility to Pay for Work not performed due to Closure of Government Offices

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.

7.8 Invoicing Instructions

- 7.8.1 Invoices are to be submitted no more than once per month and detail the Work performed as per the Contract.
- 7.8.2 The Contractor must submit invoices on its own form which must include:
 - a. Date;
 - b. Contractor's name and address;
 - c. Name and address of the DND organization to which the invoice is submitted (see Section 7.5.3);
 - d. Contract Number;
 - e. Financial codes;
 - f. GST or HST (as applicable) registration number; and
 - g. Amount invoiced (exclusive of the GST or HST as appropriate) and the amount of GST or HST, as appropriate, shown separately.
- 7.8.3 The Contractor must not submit an invoice prior to performance or delivery.
- 7.8.4 Any invoices where groups of items cannot be easily identified will be sent back to the Contractor for clarification with no interest or late payment charges applicable to Canada.
- 7.8.5 If Canada disputes an invoice for any reason, Canada agrees to pay the Contractor the portion of the invoice that is not disputed provided that items or services not in dispute form separate line items of the invoice and are otherwise due and payable under the Contract.
- 7.8.6 The Contractor must submit a high resolution .pdf copy of the original invoice along with all required supporting documentation to the Procurement Authority by means of an email with the contract number, description and invoice number in its subject line. By doing so the Contractor certifies that the .pdf copy of each invoice will be treated as an original invoice. Any and all



original receipts must be received by the Procurement Authority prior to processing of the invoice, in compliance with Treasury Board regulations.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

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

7.11 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2035 (2016-04-04);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C; Security Requirements Checklist (SRCL);
- (f) Annex D, Task Authorization (TA) Form, DND626; and
- (g) the Contractor's bid dated _____

7.12 Defence Contract

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

NOTE TO BIDDERS: One (1) of the following two (2) options will be specified as clause 13 in the resulting Contract.

7.13 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

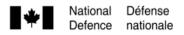
SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

OR

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

7.14 Insurance

SACC Manual clause G1005C (2016-01-28), Insurance



ANNEX "A" - STATEMENT OF WORK

HOMEMADE EXPLOSIVE TRAINING

1. BACKGROUND

- 1.1 Canadian Armed Forces (CAF) operations conducted over the past decade and open source reporting have highlighted the growing use of homemade explosives (HME) among terrorist and other potential adversary groups.
- 1.2 The CAF is committed to developing a highly effective force capable of operating in a high threat explosive threat environment. The Counter-Improvised Explosive Device Task Force (now known as the Joint Counter-Explosive Threat Task Force (JCET TF)) was established in 2007 to serve as the strategic focal point for all CAF efforts to mitigate the explosive threat to CAF operations.
- 1.3 Over the past several years, the CAF have initiated several measures to address JCET TF requirements. Technical manuals have been produced and Allied publications have been acquired for use by CAF personnel. Relevant equipment to assist in the identification of HME compounds and precursor materials are being delivered. IEDD operators are being trained on Intermediate level HME tasks as part of their regular training.
- 1.4 The intent of the Home Made Explosive Advance (Level 3) training is to continue increasing CAF EOD and counter explosive threat capabilities by providing training for a select group of IEDD operators that will serve as instructors for the Intermediate level HME training and will also serve as HME advisors to their respective chains of command. This advanced training will include knowledge and practical training on the processes used to fabricate HME, identifying the risks associated with exposure to HME materials, identification of HME mixtures and the appropriate desensitisation/neutralization techniques of these mixtures.

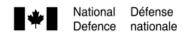
2. OBJECTIVE

2.1 To establish a contract for the provision of Advanced HME training to enable CAF IEDD teams to safely, effectively and efficiently execute IEDD operations in which an HME threat is present. DND may provide qualified CAF personnel to participate as observers and to provide CAF specific context to the course and to provide French translation to CAF members if required.

3. DEFINITIONS, ACRONYMS, AND RELATED REFERENCES

3.1 **DEFINITIONS**

Defeat the Device	Includes all efforts, equipment and measures that mitigate the effects of IEDs by locating, neutralizing or destroying the device and dealing with the consequences of its functioning.
Improvised Explosive Device	A device placed or fabricated in an improvised manner incorporating destructive, lethal, noxious, pyrotechnic or incendiary chemicals, designed to destroy, disfigure, distract or harass.
Improvised Explosives	Any chemical compound or mixture capable of an explosive reaction. These mixtures are normally easily prepared by knowledgeable laymen under austere conditions.
Homemade Explosives	A mixture of commercially available ingredients combined to create an explosive substance; or a combination of military and/or commercial explosives that result in a new, non-standard explosive mixture.



3.2 ACRONYMS

CBRN	Chemical, Biological, Radiological and Nuclear
CAF	Canadian Armed Forces
C-IED	Counter-Improvised Explosive Device
DtD	Defeat the Device
EOD	Explosive Ordnance Disposal
FTIR	Fournier Transform Infrared
HME	Homemade Explosive
IE	Improvised Explosive
IED	Improvised Explosive Device
IEDD	Improvised Explosive Device Disposal
JCET TF	Joint Counter-Explosive Threat Task Force
OSC	On Scene Commander
TTP	Tactics, Techniques and Procedures
TSE	Tactical Site Exploitation

4. INFORMATION ON TARGET TRAINING AUDIENCE

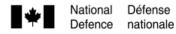
4.1 Selected CAF personnel attending this training will be experienced IEDD operators who are familiar with current threats, adversary TTP and IEDD tasks. They will come from all elements of the CAF (Navy, Army, Air Force and Special Operations) and will be certified and current in the IEDD Op specialty.

5. SCOPE OF WORK

- 5.1 The contractor shall deliver advanced (Level 3) Homemade Explosive training to CAF members on an as-and-when-required basis.
- 5.2 Upon completion of this training all students must be able to independently conduct field testing with reagent test kits, operate FTIR and RAMAN test equipment and identify the HME compounds on the list provided by the JCET TF. The student must be able to recognize common precursor materials, be capable of advising the OSC of the hazards and risks associated with exposure to HME chemicals and will understand the risks associated with improvised detonators and non-standard explosive materials.
- 5.3 During the HME manufacturing phase of the training (Lab phase), the student to instructor ratio must be no greater than 4:1. The Chemist must be available to oversee the manufacturing process at each work/lab station during the manufacturing phase and shall be available to answer any questions. For this reason, the Chemist cannot be included in the 4:1 student to instructor ratio during the manufacturing phase. During the disposal tasks on the explosives range the ratio of students to instructors must be no greater than 5:1.

6. COURSE OBJECTIVES

- 6.1 In addition to the requirements identified in Section 5 above, the Advanced HME training must include, as a minimum, all of the following course objectives:
- 6.1.1 The methodologies to recognize, analyze and safely exploit clandestine IED/HME fabrication facilities
- 6.1.2 The basic chemistry involved in the HME manufacturing process



- 6.1.3 Identify the precursor chemicals required to create the top ten HME compounds as determined by analysis of global IED incidents. Instruction must be provided on compounds from the nitrate, peroxide and chlorate families of HME
- 6.1.4 Recognize, identify and desensitize/neutralize common HME compounds
- 6.1.5 Instruction on, and students to conduct manufacture of the following HME mixtures/applications:
 - a) TATP
 - b) HMTD
 - c) RDX
 - d) MEKP
 - e) UN based mixtures
 - f) AN based mixtures
 - g) Other peroxide primary explosives
 - h) Other chlorate primary explosives
 - i) Hydrogen peroxide and organic material mixtures
 - j) Improvised detonator types to include igniferous, light bulbs, improvised bridge wire types and chemical initiators
- 6.1.6 Instruction on, and student use of the following detection equipment:
 - a) EL 100
 - b) EL 240
 - c) IDEX bulk sample detection equipment
 - d) Thermo Scientific RMX or similar Raman handheld equipment
 - e) HAZMAT ID or similar portable FTIR equipment
- 6.1.7 Instruction in the indicators of a clandestine explosive manufacture lab, and the differences between explosive, illegal drug and bio-chem labs
- 6.1.8 Instruction of basic lab safety protocols and common lab equipment
- 6.1.9 Demonstration of conventional water disruption techniques against bulk HME
- 6.1.10 Conduct of a group exercise at conclusion of training that includes identification, sampling and neutralization/disposal of a common HME mixture such as ANA1
- 6.1.11 Training must include a practical segment in which the students shall participate in the manufacture of HME and the subsequent on-site energetic testing (hammer, friction and burn tests), as well as the disposal of HME and associated items in accordance with established CAF EOD procedures.
- 6.1.12 The contractor shall train students in the use of chemical test and identification equipment currently in-service or being acquired by the CAF (currently HAZMAT ID, Thermo Scientific presumptive equipment and Field Forensics Inc colorimetric kits).

7. DELIVERABLES

- 7.1 Upon receipt of a Task Authorization form (DND 626), and with a minimum advance notice of thirty (30) calendar days, the contractor shall deliver an HME level III course, with a duration of up to eight (8) days, for up to fifteen (15) students.
- 7.2 Training shall be delivered by appropriately qualified instructors in the areas of chemical analysis, site exploitation and IEDD operations and employing the methodologies detailed in this statement of work.



- 7.3 The contractor shall provide the students with applicable supporting material and documentation, including hand-outs, reference material, exercise directions and templates. Students will retain the complete course manual upon completion of the training.
- 7.4 The contractor shall provide one electronic copy of all presentations to the Technical Authority.
- 7.5 The contractor shall manage all contractor provided training aids including any software, hardware, and other equipment necessary for the conduct of demonstrations and practical training.
- 7.6 The contractor shall provide any special tools and equipment, appropriate classroom and training areas, computers, databases, etc., needed to successfully conduct this training.
- 7.7 The contractor shall provide a completion report to the Technical Authority within 14 days of completion of the training. This report will include a written record of student performance and will include, if applicable, recommendation of the student for employment as an Advanced HME specialist.
- 7.8 The contractor shall administer a final test to each student. This test must be reviewed prior to the course and approved by the JCET TF. Each successful student will receive a certificate of completion.
- 7.9 The contractor shall provide accommodations and three meals per student per day. The accommodations facility must be no more than a 30-minute drive from the training facility.

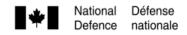
Accommodations must as a minimum be capable of supporting up to fifteen (15) DND personnel. The facility shall meet the following requirements:

- i. Must include washroom amenities such as sinks, showers, and toilets;
- ii. May be a bunkroom or semi-private, but must provide separate beds for each individual and allow for segregation of males and females;
- iii. Must include, as a minimum, one bed, two (2) clean linen sets per individual, towels and a fridge.

Meals must include breakfast, lunch and dinner for up to fifteen (15) DND personnel.

8. CONTRACTOR RESOURCE REQUIREMENTS AND QUALIFICATIONS

- 8.1 The contractor must meet the following requirements:
 - Instructors must be competent, highly experienced military and/or law enforcement personnel in the realm of chemical analysis and techniques, and IEDD operations.
- 8.2 The contractor must provide a safe and secure location for both training and lodging of the students.
- 8.3 The JCET TF reserves the right to have a representative of the Technical Authority present during testing.
- 8.4 The contractor must provide a team of resources to conduct the advanced level HME training. Key positions of the team include:
 - A chemist with a minimum of a BSc in Chemistry.
 - Course instructors.
 - Medical support staff.



8.6 The contractor must produce proof that all applicable national/provincial/state licences that permit the manufacture, storage and disposal (including through high order detonation) of HME compounds and their precursors are valid and up to date.

9. APPROACH AND METHODOLOGY

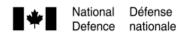
9.1 The course should be structured to provide practical training to syndicates of 3-4 students. Theory and knowledge lessons should be delivered to the full student group.

10. LOCATION AND DATES OF COURSE DELIVERY

- 10.1 The facilities shall be located in a climate enabling the conduct of outdoor training within Canada or the Continental/Contiguous United States of America (USA). The Contractor must be capable of providing training when the temperature is no less than eight (8) degrees Celsius, or forty-six (46) degrees Fahrenheit.
- 10.2 Students attending this training must be accommodated in close proximity (within a 30-minute drive) to the training venue to facilitate maximizing the available training time and resources.
- 10.3 The training session will not normally exceed 8 hours/day. Extenuating circumstances (i.e. inclement weather) may demand a longer training day to meet the goal of successfully covering all course material. A ten (10) minute break will be provided following each fifty (50) minute instructional period. One hour will be scheduled for lunch. Each training session will consist of up to 40 hours of combined class and field instruction.
- 10.4 The training dates will be identified in the Task Authorization and will be confirmed through discussions with the contractor.
- 10.5 The estimates provided herein are only an approximation of requirements given in good faith and shall not constitute an agreement by Canada to request any or all of the said services.

11. LANGUAGE OF WORK

11.1 The language of instruction will be English. All resources must be fluent in English. Fluent means that the individuals must be able to communicate orally and in writing without any assistance and with minimal errors.



ANNEX "B" - BASIS OF PAYMENT

During the period of the Contract, and if the option(s) is 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. Professional Fees

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

	Firm All- Inclusive Cost (Cdn \$)	Estimated Number of Course Serials	Total (Cdn \$)
	Α	В	C = A x B
Period of the Contract: date of the Contract to thr	ee (3) years later.		
Cost per course serial, delivered to up to 15	\$	6	\$
participants			
Total, period of the Contract			\$
Extended Contract period 1: end of initial period of	of the Contract to	one (1) year later.	
Cost per course serial, delivered to up to 15	\$	2	\$
participants			
Total, extended Contract period 1			\$
Extended Contract period 2: end of extended Con	ntract period 1 to o	one (1) year later.	
Cost per course serial, delivered to up to 15	\$	2	\$
participants			
Total, extended Contract period 2	\$		
Evaluated Price, inclusive of all periods (Application	able Taxes exclu	ded)	\$
Applicable Taxes			\$

Total Estimated Cost (To be specified in the resulting contract)

Initial Contract Period:
\$_____

Extended Contract Period 1 (If Option is Exercised): \$_____ Extended Contract Period 2 (If Option is Exercised): \$_____

Total Estimated Cost: \$_____

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 7.7 of the Contract.

ANNEX "C" – SECURITY REQUIREMENTS CHECKLIST (SRCL)

	RECEIVED	
(JUL 2 0 2016	C
		Contract Number / Numéro du contrat
Government Gouverne of Canada du Canad		DND-15/0056119
		Security Classification / Classification de sécurité UNCLAS
 a) Subcontract Number / Numéro du contrat Brief Description of Work / Brève description Provision of a course of instruction in Advar methods, desensitization, and disposal proc execute IEDD operations in which an HME a) Will the supplier require access to Control Le fournisseur aura-t-li accès à des march b) Will the supplier require access to unclass Regulations? Le fournisseur aura-t-li accès à des donné sur le contrôle des données techniques? Indicate the type of access required / Indiquire 	du travail du travail heed (Level III) Home Made Explosives (HME) heedures. This program of instruction will enable threat is present. led Goods? andises contrôlées? ified military technical data subject to the provision es techniques militaires non classifiées qui sont	ss of Subcontractor / Nom et adresse du sous-traitant , to include recognition, familiarization with fabrication le CAF IEDD teams to safely, effectively and efficiently ons of the Technical Data Control assujettles aux dispositions du Règlement
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Security Classification / Classification de sécurité UNCLAS

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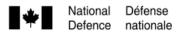
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	Special comments:	Summaria biddur provi	At have achieved/austing reliability status by other of A	tanny not become requirements	rts to use, store and provide wathorter in	the use of anglitations or accordian	to with establish	het rannal es	ridarita
	Commentaires spéciaux	:							-
	NOTE: If multiple levels of REMAROUE: Si olusieur	screening are	identified, a Security Classific contrôle de sécurité sont req	cation Guide mu	ist be provided.	està tich àfra a	fourni		
10. b) May un	screened personnel be user sonnel sans autorisation séc	d for portions o	f the work?		e classification de la	securite doit etre	ourn.	No	Yes
If Yes,	will unscreened personnel b	e escorted?	inscreened pers.		only accu	22		Non	V Oul Yes
and the second second	affirmative, le personnel en		F	sublic		n zone	V	Non	Oui
	FEGUARDS (SUPPLIER) / ION / ASSETS / RENSE			N (FOURNISSE	UR)				1: 4d
11. a) Will the premis	a supplier be required to rece es?	eive and store I	PROTECTED and/or CLAS	SIFIED informa	tion or assets on its a	site or	1	No Non	Yes
	misseur sera-t-il tenu de rece SIFIÉS?	evoir et d'entrep	poser sur place des renselg	nements ou de	s biens PROTÉGÉS	et/ou			
									Yes
11	evention he may lead to note		Cintermetine or entering						Yes
	e supplier be required to safe misseur sera-t-il tenu de prot			OMSEC?			1	Non	Oui
	nisseur sera-t-il tenu de prot			OMSEC?		-	1	No	Oui
PRODUCTI	nisseur sera-t-il tenu de prot ON	léger des rense	algnements ou des biens CC		_		1	No Non	
Le four PRODUCTI 11. c) Will the occur a Les ins	nisseur sera-t-il tenu de prot	lèger des rense s/or repair and/o	eignements ou des biens CC	ED and/or CLA			✓ √	No Non No	Yes
Le four PRODUCTI 11. c) Will the occur a Les ins ot/ou C	nisseur sera-t-il tenu de prot ON production (manufacture, and t the supplier's site or premise tallations du fournisseur servi	éger des rense d/or repair and/o as? ront-elles à la pr	elgnements ou des biens CC or modification) of PROTECT roduction (fabrication et/ou ré	ED and/or CLA:	nodification) de matéri		1	No Non No	Yes
Le four PRODUCTI 11. c) Will the occur a Les ins et/ou C	nisseur sera-t-il tenu de prot ON production (manufacture, and t the supplier's site or premise tallations du fournisseur servir LASSIFIÉ? ON TECHNOLOGY (IT) MED	léger des rense l/or repair and/o as? ront-elles à la pr DIA / SUPPO	eignements ou des biens CC or modification) of PROTECT roduction (fabrication et/ou ré DRT RELATIF À LA TECHN	ED and/or CLA: aparation et/ou r	NFORMATION (TI)	el PROTÉGÉ	✓ √	No Non	Yes Oui
Le four PRODUCTI 11. c) Will the occur a Les insi et/ou C INFORMATI 11. d) Will the informa Le four	nisseur sera-t-li tenu de prot ON production (manufacture, and t the supplier's site or premise tallations du fournisseur servir LASSIFIÉ?	Vor repair and/o as? ront-elles à la pr DIA / SUPPC	elignements ou des biens CC or modification) of PROTECT roduction (fabrication et/ou ré DRT RELATIF À LA TECHN electronically process, produi stèmes informatiques pour tra	ED and/or CLA: aparation et/ou r IOLOGIE DE L'I ICE or store PRC	NFORMATION (TI) TECTED and/or CLA	el PROTÈGÉ SSIFIED	× ×	No No No No	Yes
Le four PRODUCTI 11. c) Will the occur a Les ins et/ou C INFORMATI 11. d) Will the informa Le four renseig 11. e) Will ther Dispose	misseur sera-t-li tenu de prot ON production (manufacture, and ti the supplier's site or premise tallations du fournisseur servit LASSIFIÉ? ON TECHNOLOGY (IT) MEE supplier be required to use its tion or data?	Vor repair and/o es? ront-elles à la pr DIA / SUPPO s IT systems to r ses propres sys OTEGES et/ou en the supplier's	eignements ou des biens CC or modification) of PROTECT roduction (fabrication et/ou ré DRT RELATIF À LA TECHN electronically process, produi stèmes informatiques pour tra CLASSIFIÉS? s IT systems and the governr	ED and/or CLA: éparation et/ou r IOLOGIE DE L'I ice or store PRC aiter, produire or ment departmen	NFORMATION (TI) TECTED and/or CLA u stocker électronique t or agency?	SSIFIED	× × ×	No Non	Yes Oui Yes
Le four PRODUCTI 11. c) Will the occur a Les ins ot/ou C INFORMATI 11. d) Will the informa Le four nenseig 11. e) Will they Dispose gouvern	nisseur sera-t-li tenu de prot ON production (manufacture, and it the supplier's site or premise tallations du fournisseur servit LASSIFIÉ? ON TECHNOLOGY (IT) MEE supplier be required to use its tion or data? nisseur sera-t-li tenu d'utiliser nements ou des données PR re be an electronic link betwer pra-t-on d'un lien électronique	Vor repair and/o as? Tont-elies à la pr DIA / SUPPC all systems to o ses propres sys OTEGES et/ou en the supplier's entre le system	eignements ou des biens CC or modification) of PROTECT roduction (fabrication et/ou ré DRT RELATIF À LA TECHN electronically process, produi stèmes informatiques pour tra CLASSIFIÉS? s IT systems and the governr	ED and/or CLA aparation et/ou r IOLOGIE DE L'I IOLOGIE DE L	nodification) de matéri NFORMATION (TI) TECTED and/or CLA u stocker électronique t or agency? nistère ou de l'agence	SSIFIED	× × ×	No Non No	Yes Oui Yes Oul Yes

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12. a) is the descr La descriptio			ork contained sé par la prése						SIFIÉE?			✓ No Non	-
Dans l'affirm	ative,	classif	by annotating fier le présent Ité » au haut d	formula	ire en ind	iquant le niv							
12. b) Will the doc La document			tached to this a la présente									✓ No Non	
attachments	(e.g. S ative,	SECRE	by annotating T with Attach fier le présent	ments).							dicate with		

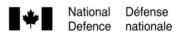
TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLAS

Canadä



(SRCL signature page (page 4) to be inserted here in the resulting contract)



ANNEX "D" - TASK AUTHORIZATION (TA) FORM, DND626

National Defence	Défense nationale	TASK AUTHORIZATION AUTORISATION DES TÂCHES	
		w the reference Contract and Task numbers.	
l outes le	es factures doivent indique	er les numéros du contrat et de la tâche.	ici ie
Amendment no. – N* d	le la modification	Increase/Decrease – Augmentation/Réduction Previous value – Valeur pro	icédente
ro – Á Delivery location – Exp	bédiez à	TO THE CONTRACTOR You are requested to supply the following services in accordance with the term reference contract. Only services included in the contract shall be supplied agr Please advise the undersigned if the completion date cannot be met. Invoices; shall be prepared in accordance with the instructions set out in the contract. À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du co ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à demande. Priêre d'aviser le signataire si la livraison ne peut se faire dans les délais presc doivent être établies selon les instructions énoncées dans le contrat.	ninst this task. progress claims ntrat mentionné l'appui de cette
	ate – Date de livraison/d'achèvement	Date for the Department of National Defer pour le ministère de la Défense nation	ce ale
Contract item no. Nº d'article du contrat		Services	Cost Prix
		GST/HST TPS/TVH	
		Total	
specified in the cor NE S'APPLIQUE (ntract.	e Contract Authority signature is required when the total value of the DND 626 excee La signature de l'autorité contractante est requise lorsque la valeur totale du formula	
for the Departr	ment of Public Works and Government S	iervices	
pour le ministère ND 626 (01-05)	des Travaux publics et services gouvern	Design: Forms Man	igement 993-4050 des formulaires 993-40