



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**RETURN BIDS BY EMAIL TO:
RETOURNER LES SOUMISSIONS PAR
COURRIEL À:**

[DapServicesBidReceiving-
DoaServicesReceptionDesSoumissions@forces.gc.ca](mailto:DapServicesBidReceiving-DoaServicesReceptionDesSoumissions@forces.gc.ca)

Attention: Weihong (Daisy) Jin

Proposal To: National Defence Canada

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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale Canada

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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments – Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.

**Solicitation Closes –
L'invitation prend fin**

At: – à :
14:00 PM Eastern Standard Time (EST)

On: – le :
09 March 2018

Title – Titre Special Advisory Services for Commander of the Royal Canadian Air Force	Solicitation No. – N° de l'invitation W8485-18-SC04
Date of Solicitation – Date de l'invitation 29 January 2018	
Address Enquiries to: – Adresser toutes questions à : +DAP Services Bid Receiving-DOA Services Reception des Soumissions@ADM(Mat) DAP@Ottawa-Hull DapServicesBidReceiving- DoaServicesReceptionDesSoumissions@forces.gc.ca	
Attn: Weihong(Daisy) Jin, DAP 2-2-5-2	
Telephone No. – N° de telephone	FAX No. – N° de fax
Destination <u>455 Boul. de la Carrière</u> <u>Gatineau. Province of Quebec</u> <u>K1A 0K2</u>	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery Required – Livraison exigée N/A	Delivery Offered – Livraison proposée N/A
Vendor Name and Address – Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name – Nom _____	
Title – Titre _____	
Signature _____	Date _____



REQUEST FOR PROPOSAL (RFP)

Special Advisory Services for Commander of Royal Canadian Air Forces

DEPARTMENT OF NATIONAL DEFENCE (DND)

SOLICITATION NO. W8485-18-SC04

All enquiries must be submitted only to:

+DAP Services Bid Receiving-DOA Services Reception des Soumissions@ADM(Mat)
DAP@Ottawa-Hull [DapServicesBidReceiving-
DoaServicesReceptionDesSoumissions@forces.gc.ca](mailto:DapServicesBidReceiving-DoaServicesReceptionDesSoumissions@forces.gc.ca)

RFP Closing Date and Time: **14:00p.m. EST** on **09 March 2018**
All bids must be received by the RFP Closing Date and Time.

Bids must be submitted by e-mail only to:

+DAP Services Bid Receiving-DOA Services Reception des Soumissions@ADM(Mat)
DAP@Ottawa-Hull [DapServicesBidReceiving-
DoaServicesReceptionDesSoumissions@forces.gc.ca](mailto:DapServicesBidReceiving-DoaServicesReceptionDesSoumissions@forces.gc.ca)

DND will confirm receipt of proposal.

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT - SEE PART 6.

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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 and Additional Information: includes the certifications and additional information 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 Attachments include:

- Attachment 1 to Part 4, Technical Evaluation Plan;
- Attachment 2 to Part 4, Pricing Schedule;
- Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award.

The Annexes include:

- Annex "A", the Statement of Work;
- Annex "B", the Basis of Payment;
- Annex "C", Security Requirements Check List;
- Annex "D", Embedded Contractor Letter of Acknowledgment (ECLA);
- Annex "E", DND 626, Task Authorization Form; and
- Annex "F", Non-Disclosure Agreement.

1.2 Summary

This bid solicitation is for one (1) Special Advisor to provide strategic-level advice, to provide administrative support and planning support to the Commander of the Royal Canadian Air Force. It is intended to award one (1) contract for an initial one (1) year period, plus three (3) one-year irrevocable options allowing Canada to extend the term of the Contract.

- 1.2.1 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the

Canada-European Union Comprehensive Economic and Trade Agreement (CETA) and the Canadian Free Trade Agreement (CFTA).

- 1.2.3 This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.
- 1.2.4 This procurement is subject to the Controlled Goods Program. The Defence Production Act defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).
- Further, when the Contract involves Controlled Goods and the entirety of the contracting activities are performed in a facility operated by the Department of National Defence (DND), the Contractor must sign an acknowledgement letter or follow any other requirements as prescribed by the Contracting Authority. A copy of the Embedded Contractor Letter of Acknowledgement (ECLA) can be found at Annex "D".
- 1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and Federal Contractors Program for Employment Equity - Certification.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2017-04-27), 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 02, Procurement Business Number is deleted in its entirety.
- (b) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: Ninety (90) calendar days

- (c) Section 06, Late bids, is deleted in its entirety.
- (d) 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.

2.1.1 SACC Manual Clauses

SACC Manual clause A9130T (2014-11-27), Controlled Goods Program - Bid

2.2 Submission of Bids

Unless otherwise specified in the bid solicitation or directed by the Contracting Authority, bids must be received by the Contracting Authority by electronic mail by the date and time indicated on page one of the bid solicitation.

Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or those that include other factors such as embedded macros and/or links, 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– Competitive Bid (SACC Manual A3025T (2014-06-26))

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 in writing 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 FPS in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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

- (a) 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; and
Section IV: Additional Information: one (1) soft copy submitted by email.
- (b) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (c) Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- 1) Use a numbering system that corresponds to that of the bid solicitation;
 - 2) Include a title page at the front of each section of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative; and
 - 3) Include a table of contents.

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 Attachment 2 to Part 4, Pricing Schedule. The total amount of Applicable Taxes must be shown separately.

3.1.2 Rates-Resources

Bidders must submit firm rates for the category of resource listed in Attachment 2 to Part 4, Pricing Schedule.

3.1.3 Exchange Rate Fluctuation

SACC Clause C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

3.1.4 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.4.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

3.1.4.2 The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

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

4.1.1 Technical Evaluation

The Technical Evaluation Plan is composed of the following elements:

4.1.1.1 Mandatory Technical Criteria

Mandatory Technical evaluation criteria are included in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26): Evaluation of Price – Bid: The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.1.2.1 For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the pricing schedule detailed in Attachment 2 to Part 4.

4.1.2.2 The volumetric data included in the pricing schedule detailed in Attachment 2 to Part 4 are provided for bid determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

4.2.1.1 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.

4.2.1.2 In the event two or more responsive bids have the same lowest evaluated price per resource, the proposal with the most months of experience in Attachment 1 to Part 4, Article (e), will be recommended for award of a contract.

4.3 Technical Evaluation

4.3.1 Joint Venture Experience

- (a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk

services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- (b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- (c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- o Contracts all signed by A;
- o Contracts all signed by B; or
- o Contracts all signed by A and B in joint venture, or
- o Contracts signed by A and contracts signed by A and B in joint venture, or
- o Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- (d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

ATTACHMENT 1 TO PART 4, TECHNICAL EVALUATION PLAN

TECHNICAL EVALUATION PLAN FOR THE PROVISION OF SERVICES, OF ONE SPECIAL ADVISOR TO THE COMMANDER OF THE ROYAL CANADIAN AIR FORCE

MANDATORY TECHNICAL CRITERIA

- (a) The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- (b) Bids which fail to meet the mandatory technical criteria will be declared **NON-RESPONSIVE** and will not be evaluated further. Each mandatory technical criterion should be addressed separately.
- (c) The Bidder's proposal must include a *Curriculum Vitae* for all proposed resource(s). Each Curriculum Vitae must fully demonstrate how the proposed resource meets or exceeds each mandatory technical requirement and how the stated qualifications/experience were obtained. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as this bid solicitation, will not be considered "demonstrated" for evaluation purposes. The Curriculum vitae must include complete **details as to the where, when, how and the period (date/month/year to date/month/year), through which activities/responsibilities, the stated qualifications/experience were obtained.**
- (d) For the purposes of this evaluation, the demonstrated experience in the below Mandatory Requirements may happen concurrently. Overlaps in time, however, will only be counted once; e.g., if the resource worked at Company A from July to August 2012 and at Company B from August to October 2012, each month would only be counted once, resulting in a total working time of four (4) months.
- (e) In the event of a tie, the resource with the most months / years of experience in M4 will be declared the winner.

TECHNICAL EVALUATION TABLE NEXT PAGE

#	Mandatory Technical Criterion	Meets Criteria Yes or No	Proposal Page No.
M1	The Bidder must demonstrate that the proposed resource has achieved a minimum rank of Colonel in the Royal Canadian Air Force (RCAF) and has retired no earlier than Dec 31, 2010.		
M2	The proposed resource must possess a minimum of twenty (20) years of service in the Canadian Armed Forces.		
M3	The proposed resource must possess a minimum of three (3) years of demonstrated experience in the past seven (7) years in working within the Canadian Armed Forces from the date of bid closing.		
M4	The Bidder must demonstrate that the proposed resource has at least five (5) years of demonstrated experience working at the Military Strategic Level, he must also demonstrate that at least two (2) of those five (5) years are within the RCAF, at the rank of at least Colonel working on issues pertaining to Personnel Management or Strategic Policy Initiatives.		
M5	The Bidder must demonstrate that the proposed resource possesses a minimum of one Command appointment that took place during the course of his/her RCAF career.		

ATTACHMENT 2 to PART 4, PRICING SCHEDULE

- a) The Bidder must complete the pricing schedule below and include it in its financial bid. Canada will declare a bid non-responsive, if the Bidder fails to provide a financial bid for each period. The Bidder must quote all-inclusive fixed daily rates (in Can \$) for the resource category identified.
- b) The addition of any conditions or changes to the pricing schedule tables will render the financial bid non-responsive.

1.0 Contract Period and Option Period(s)

1.1 Initial Period

- 1.1.1 The initial contract period is from 01 April 2018 or the date of the contract, whichever is later, to one year later.

INITIAL PERIOD				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Special Advisor	Secret	\$	135 Days	\$
Price (excluding taxes)				\$
Applicable taxes				\$
Total				\$

1.2 Option Period One

This section is only applicable if the optional period is exercised by Canada.

The Option Period One is from the end of the Initial period to one year later.

OPTION YEAR ONE				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Special Advisor	Secret	\$	135 Days	\$
Price (excluding taxes)				\$
Applicable taxes				\$
Total				\$

1.3 Option Period Two

This section is only applicable if the optional period is exercised by Canada.

The Option Period Two is from the end of Option Period One to one year later.

OPTION YEAR TWO				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Special Advisor	Secret	\$	135 Days	\$
Price (excluding taxes)				\$
Applicable taxes				\$
Total				\$

1.4 Option Period Three

This section is only applicable if the optional period is exercised by Canada.

The Option Period Three is from the end of Option Period Two to one year later.

OPTION YEAR THREE				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Special Advisor	Secret	\$	135 Days	\$
Price (excluding taxes)				\$
Applicable taxes				\$
Total				\$

2.0 Definition of a Day

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.

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 "[Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html)" (<http://www.tpsgc-pwgsc.gc.ca/ci-if/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 Access and Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex "F", 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.

5.2.2 Integrity Provisions – Required Documentation

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

5.2.3 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 at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

- (a) 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.

5.2.4 Additional Certifications Precedent to Contract Award

Refer to Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award.

5.2.4.1 Status and Availability of Resources

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

5.2.4.2 Education and Experience

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

ATTACHMENT 1 to PART 5, ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date : _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- () A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- () A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- () B1. The Bidder is not a Joint Venture.

OR

- () B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

6.1.1 At the date of bid closing, 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;

6.1.2 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Controlled Goods Requirement

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Task Authorization

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. The Work described in the Task Authorization must be in accordance with the scope of the Contract.

7.2.1 Task Authorization Process

- (a) The Contracting or Procurement Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form."
- (b) The Task Authorization 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 Task Authorization will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- (c) The Contractor must provide the Contracting or 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.
- (d) The Contractor must not commence work until a Task Authorization authorized by the Contracting or Procurement Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization has been received will be done at the Contractor's own risk.

7.2.2 Minimum Work Guarantee - All the Work - Task Authorizations

- (a) In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means \$5,000.00.
- (b) 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 c of this clause. 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.
- (c) 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.
- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2.3 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by either the CA, the PA or their delegated representative. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.3 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.

7.3.1 General Conditions

SACC Clause 2035 (2016-04-04), 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.

7.4 Security Requirements

7.4.1 The Security Requirements Check List (**SRCL**) and its pertaining security requirement apply and form part of the Contract:

- (a) The Contractor must, at all times during the performance of the Contract, 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).
- (b) This contract includes access to Controlled Goods. Prior to access, the contractor must be registered in the Controlled Goods Program of PWGSC.
- (c) The Contractor personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CISD/PWGSC.
- (d) The Contractor MUST NOT remove any CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- (e) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (f) The Contractor must comply with the provisions of the:
- Security Requirements Check List and security guide (if applicable), attached at Annex "C";
 - Industrial Security Manual (Latest Edition).

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract to one (1) year later.

7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to THREE (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nadia Picard
Title and designation: Procurement Officer, DAP 2-3
Organization: Department of National Defence, Director General Aerospace Equipment
Program Management
Address: National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
Telephone: 819- 939-4273
E-mail address: nadia.picard@forces.gc.ca

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.

7.6.2 Technical Authority ([to be specified in the resulting contract](#))

The Technical Authority for the Contract is:

Name: _____
Title and designation: _____
Department of National Defence (DND)
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.

7.6.3 Procurement Authority

Name: Weihong (Daisy) Jin
Title and designation: Procurement Officer, DAP 2-2-5-2
Organization: Department of National Defence, Director General Aerospace Equipment
Program Management
Address: National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
Telephone: 819-939-5116
E-mail address: WEIHONG.JIN@forces.gc.ca

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

7.6.4 Contractor's Representative [\(to be specified in the resulting contract\)](#)

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Company: _____
Address: _____
Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail address: _____

7.7 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.

7.8 Payment

7.8.1 Basis of Payment – Individual task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of Payment at Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.8.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- (a) Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations, inclusive of any revisions, must not exceed the sum of \$ [\(to be specified in resulting contract\)](#). Customs duties are included and Applicable Taxes are extra.
- (b) 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.
- (c) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - i. when it is 75 percent committed, or
 - ii. four (4) months before the contract expiry date, or
 - iii. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized Task Authorizations, inclusive of any revisions, whichever comes first.
- (d) 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.

7.8.3 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

7.8.4 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal and private vehicle provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

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

All payments are subject to government audit.

7.9 Invoicing Instructions

7.9.1 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 invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
- (c) a copy of the monthly progress report.

7.9.2 Invoices must be distributed as follows:

- (a) One (1) softcopy must be forwarded to the Contracting Authority at the following address: WGM.DAP2_INVOICES_DOA2_RECU@FORCES.GC.CA.
- (b) In the event of softcopy impossible or difficult to deliver, a hardcopy must be sent to the Contracting Authority.
- (c) It is the responsibility of the Contractor to make sure DND receives the invoice(s): and
- (d) The Authorities information is identified under the section entitled "Authorities" of the Contract.

7.10 Certifications and Additional Information

7.10.1 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.

7.10.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.11 Applicable Laws

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

7.12 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 SACC Clause 2035 (2016-04-04);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Security Requirements Check List;
- (f) Annex "D", Embedded Contractor Letter of Acknowledgement;
- (g) Annex "E", DND 626, Task Authorization Form;
- (h) Annex "F", Non-Disclosure Agreement; and
- (i) the Contractor's bid dated [\(to be specified in resulting contract\)](#) .

7.13 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

7.14 Foreign Nationals

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)
SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.15 Insurance Requirements.

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

7.16 Controlled Goods Program

SACC Manual clause [A9131C](#) (2014-11-27), Controlled Goods Program
SACC Manual clause [B4060C](#) (2011-05-16), Controlled Goods

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

7.17 SACC Manual clauses

SACC Manual clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations applies to and forms part of the Contract.

SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations applies to and forms part of the Contract.

7.18 Closure of Government Offices

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

- (a). Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation, closure or early closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation, closure or early closure.
- (b). If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.19 Training of Contractor Resource

7.19.1 The Department of National Defence will provide access to training opportunities and materials for which there is a requirement to perform the work and DND is the sole source of the training.

7.19.2 The Department of National Defence will be responsible for the reasonable charges associated with the initial training (also known as cadre training) on DND specific applications. The Contractor shall be responsible for the cost of all training requirements resulting from personnel changeover within the Contractor's organization.

7.19.3 The Contractor shall obtain written approval by the Technical Authority prior to attending the training. The Contractor's request for training authorization shall indicate the course name, purpose, duration, and cost as well as identify any other direct costs associated with training.

7.19.4 The Contractor shall be responsible for making arrangements as may be required for the training requirements with the applicable DND facility and training agency. The TA will act as the Contractor's sponsor for this purpose.

7.20 Access to DND Computer Systems and Non-Disclosure Agreement

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

ANNEX "A", STATEMENT OF WORK

FOR THE PROVISION OF SPECIAL ADVISORY SERVICES TO THE COMMANDER OF THE ROYAL CANADIAN AIR FORCE

1.0 GENERAL

1.1 Purpose

The purpose of this Statement of Work (SOW) is to define the scope and deliverables that apply to the requirement for Special Advisory services required by the Commander of the Royal Canadian Air Force (RCAF Comd).

1.2 Background

Within the Department of National Defence (DND), RCAF Comd is responsible for generating and sustaining a combat-capable, multi-purpose air force to meet Canada's defence requirements, and for the development of Royal Canadian Air Force (RCAF) doctrine and force structure. As part of this function, the RCAF Comd requires special advisory services from various sources to provide sound and timely advice on defence and other issues at a strategic level. RCAF Comd requires a Special Advisor (SA) to provide strategic-level advice, administrative support and planning support to the RCAF Comd as well as other senior level managers and decision makers on RCAF issues.

1.3 Abbreviations and acronyms

The following abbreviations and acronyms are used in this SOW:

RCAF Comd	Commander of the Royal Canadian Air Force
CAF	Canadian Armed Forces
CEO	Chief Executive Officer
CISD	Canadian Industrial Security Directorate
DND	Department of National Defence
NCR	National Capital Region
NDHQ	National Defence Headquarters
PSPC	Public Services and Procurement Canada
RCAF	Royal Canadian Air Force
RCAFCAC	Royal Canadian Air Force Commander's Advisory Council
SA	Special Advisor
SOR	Statement of Requirement
SOW	Statement of Work
TA	Technical Authority

2.0 SCOPE OF WORK

The SA must provide advice and secretarial assistance to various committees involved in the strategic guidance of the RCAF. The SA must work closely with the RCAF Comd and/or his/her delegate and must make recommendations to RCAF Comd before DND resources are committed.

2.1 TASKS

The Contractor Resource must provide advisory and administrative services on an “as-and-when-requested” basis. The Contractor Resource must provide an independent source of interpretation and insightful judgements to the RCAF Comd based on extensive experience in the military air environment, including operational experience, as well as a familiarity with the structure and operation of Headquarters, Commands and Wings. In that capacity, the Contractor Resource must also help facilitate forums for the presentation and discussion of issues of interest to the RCAF and must help to communicate ideas, strategic priorities and operational concerns to the wider military and civilian communities. The required services include, but are not limited to the following:

- a. Administer the RCAF Honorary Colonel Program, which includes staffing the nomination of new RCAF Honoraries, provide policy support and direction at the National level;
- b. Produce the annual RCAF Honorary Colonel conference that includes:
 - 1) coordinate the entire program of the conference;
 - 2) evaluate the impact and do a risk assessment of the various options and present them to the RCAF Comd;
 - 3) book the venue based on the RCAF Comd decision and do a site visit;
 - 4) coordinate the invite and track the participants;
 - 5) arrange the travel plan and the accommodation plan for all the Honoraries;
 - 6) invite the guest speaker(s) and arrange for their IT support at the conference room;
 - 7) act as the secretary of the conference.
- c. Provide secretarial support and trusted agent guidance to the RCAF Comd on succession planning for the RCAF Colonels and Brigadier-Generals;
- d. Coordinate RCAF Advisory Council membership and periodic meetings;
- e. Arrange the annual Air Personnel Appointment Board – Officers and the Air Personnel Management Board – Officers that includes:
 - 1) prepare the agenda;
 - 2) write the detailed minutes;
 - 3) publish the minutes;
 - 4) write the records of decision;
 - 5) produce a written report;
 - 6) distribute the report based on the associated approved distribution list.
- f. Research and provide advice on outreach strategies for liaising with stakeholders such as Senators and other Members of Parliament, Chief Executive Officers (CEOs) of various air force and aerospace-related industry organizations;
- g. Assist in the passage of information to key stakeholders on current issues to help facilitate the decision-making process;
- h. When requested by the RCAF Comd, provide an assessment of the issue at hand and making strategic-level, comprehensive recommendations;
- i. Attend the RCAF Heritage Fund meetings as the secretary of the RCAF Comd;

- j. Attendance at meetings as and when requested by RCAF Comd (see 8.0 below); and
- k. Perform other SA support services related to the services above, when requested by the RCAF Comd.

3.0 DELIVERABLES

3.1 Deliverables must be in the form of services provided to the Technical Authority (TA) in accordance with this SOW and any subsequent taskings and of the deliverables generated thereof. Deliverables required include reports, briefing packages, discussions, working groups and other means of knowledge management to acquire information, analyze it, and provide options and solutions to current RCAF issues at hand. The schedule of deliverables must be in accordance with the priorities established by the TA.

3.1.1 All correspondence, either initiated by or submitted to the Contractor Resource by any section of DND, must be submitted to the TA. Correspondence is defined as records of conversation or decisions as well as any written correspondence in any format.

3.1.2 Monthly Status Reports: The Contractor Resource must prepare monthly status reports for work performed by the supplied resource in a format acceptable to the TA. Each monthly status report must document the following information and any additional information required by the TA:

- a. All significant activities performed by the resource during the period covered by the invoice;
- b. Status of all action items and decision items, as well as a list of outstanding activities;
- c. A description of any problems encountered which are likely to require attention by the TA;
- d. Any recommendations relating to the conduct of the Work;
- e. Total number of days worked during the month; and
- f. Cumulative number of days worked since the start of the Government of Canada fiscal year.

4.0 LIMITATIONS AND CONSTRAINTS

4.1 There will be a requirement for the Contractor Resource to access information available exclusively at DND's facility located at 101 Colonel By Drive, Ottawa, or at the new location at Carling Campus 3500 Carling Ave, Nepean, and, on occasion, at other DND and Government of Canada buildings situated throughout the NCR.

4.2 The Contractor Resource providing the services must be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada.

4.3 During the performance of the Contract, the Contractor or his resource must not direct any departmental organizations, or any resource of any third parties with whom Canada has or intends to contract, to perform any action.

4.4 Contractor Resource must not contact personnel of departmental organizations external to DND, or third parties with whom Canada has or intends to contract, without approval of the TA.

4.5 At all times during the provision of the required services, the Contractor Resource must not have

access to any proprietary information including, but not limited to, financial information (including unit prices or rates) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g. total value of contract(s) awarded) unless a valid "Non-Disclosure Agreement" exists. Proprietary technical information may be provided to Contractor Resource in the performance of the Work but is subject to the Contractor execution of the "Non-Disclosure Agreement" contained in the Request for Proposal.

- 4.6** All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor Resource in providing services under the Contract, remains the property of Canada and must be used solely in support of this requirement. The Contractor Resource is required to safeguard the preceding information and materials from unauthorized use and must not release them to any third party, person or agency external to DND without the express written permission of the TA. Such information and material must be returned to the TA upon completion of the work or when requested by the TA.
- 4.7** The TA or other authorized departmental government representative will have access at all times to the Work and to the facility where any part of the Work is being performed.
- 4.8** The Contractor Resource must not use Government of Canada or DND designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner lead others inside or external to DND to perceive Contractor personnel as being employees of Canada.

5.0 DND SUPPORT TO CONTRACTOR

- 5.1** To aid the Contractor Resource in the provision of the required services, the following information, materials, and assistance will be provided if approved by the TA:
- a. All available data and documents such as policy documents, directives, instructions, performance data, technical documents, project data and other data deemed necessary by the TA for the provision of services under this SOW;
 - b. Consultation with the TA and other departmental specialists as may be arranged by the TA; and
 - c. Other information, data and assistance available and requested by the Contractor Resource, subject to concurrence by the TA.
- 5.2** DND will provide, subject to normal security requirements and only to the specified Contractor Resource, access to identified data bases or applications resident on DND computers or networks for the sole purpose of executing the work associated with this Contract. DND, at its sole discretion, will identify the nature and characteristics of such access.
- 5.3** To aid the Contractor Resource in the provision of the required services, Canada may, at its sole discretion, provide special training on new software/tools which are implemented during the term of the contract on an "as and when requested basis" to the Contractor Resource. Upon completion of the special training provided by Canada to the incumbent Contractor Resource, should the trained incumbent resource leave or need to be replaced during the life of the Contract, the Contractor must pay all expenses to train the replacement resource.
- 5.4** The Contractor is advised that the above does not represent a commitment by Canada and that it is the Contractor Resource's sole responsibility to provide all services required to perform the Contract. The Contractor Resource must be able to work independently on all aspects of the

required services.

6.0 LOCATION FOR PROVISION OF REQUIRED SERVICES

- 6.1** Services must be provided on-site in the NCR. The location is the Major-General Pearkes Building, 101 Colonel By Drive, Ottawa, ON. This location is subject to change for the Carling Campus at 3500 Carling Ave, Nepean, ON. DND will provide sufficient office space, general purpose office furniture and information technology equipment/services (computer and access to divisional networks subject to normal security requirements) for the Contractor Resource.
- 6.2** All of the above provisions will, in all cases, be subject to the availability of suitable DND office facilities in the NCR.
- 6.3** After Contract award, Canada will not consider any requests to amend the Contract basis of payment to allow the Contractor to recover any costs associated with a change in the location where the required services are provided.

7.0 CONTRACTOR MANAGEMENT OF THE CONTRACT

- 7.1** The Contractor is required to actively participate in the overall management of all activities related to this SOW and is directly responsible for the effective supervision and coordination of the efforts of its resource in order to minimize the effort required by DND to manage the requirement.
- 7.2** The Contractor is responsible for all the Work produced under this Contract, including completeness, accuracy and adherence to all relevant safety and environmental legislation, regulations, policy, procedures and good practices.

8.0 MEETINGS

- 8.1** The Contractor Resource will be required to attend and participate in the planning and organization of meetings related to the Work. The Contractor Resource must make all necessary preparations in order to actively participate in any meeting convened by the TA.
- 8.2** All meetings will be conducted at facilities to be provided by DND or any third party, unless otherwise requested by the TA.
- 8.3** If requested by the TA, the Contractor Resource must prepare minutes of all discussions and/or records of decisions of meetings and must provide them to the TA, for review and approval, no later than five working days after each meeting.

9.0 TRAVEL AND LIVING

- 9.1** Contractor resource may be required to travel outside the National Capital Region (NCR).
- 9.2** All travel will require prior written approval of the TA.

10.0 LANGUAGE REQUIREMENTS

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

ANNEX "B", BASIS OF PAYMENT

1.0 Basis of Payment Clauses

1.1 Professional Fees

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

(Hours worked x applicable firm all-inclusive per diem rate) ÷ 7.5 hours

1.2 Cost Reimbursable Expenses

1.2.1 Authorized Travel and Living Expenses

- (a) Concerning the requirements to travel described in section 9.0 of the Statement of Work in Annex "A", 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 outside the National Capital Region, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".
- (b) 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.
- (c) 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.
- (d) For the estimated cost of Travel and Living expenses, refer to the Basis of Payment table in section 2.0, for the appropriate Contract period.

2.0 Basis of Payment Table (fields to be completed in resulting contract)

(a) The Contractor will be paid all-inclusive fixed time rates as specified in the following tables

2.1 Contract Period and Option Period(s)

2.1.1 Initial Period

The initial contract period is from 01 April 2018 or the date of the contract, whichever is later, to one year later

INITIAL PERIOD				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Special Advisor	Secret	\$	135 Days	\$
Travel & Living				\$
Sub-total, Initial Period				\$
Applicable Taxes				\$
Total				\$

2.1.2 Option Period One

This section is only applicable if the optional period is exercised by Canada.

The Option Period One is from the end of the Initial period to one year later.

OPTION YEAR ONE				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Special Advisor	Secret	\$	135 Days	\$
Travel & Living				\$
Sub-total				\$
Applicable Taxes				\$
Total				\$

2.1.3 Option Period Two

This section is only applicable if the optional period is exercised by Canada.

The Option Period Two is from the end of Option Period One to one year later.

OPTION YEAR TWO				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Special Advisor	Secret	\$	135 Days	\$
Travel & Living				\$
Sub-total				\$
Applicable Taxes				\$
Total				\$

2.1.4 Option Period Three

This section is only applicable if the optional period is exercised by Canada.

The Option Period Three is from the end of Option Period Two to one year later.

OPTION YEAR THREE				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
		A	B	C = A x B
Special Advisor	Secret	\$	135 Days	\$
Travel & Living				\$
Sub-total				\$
Applicable Taxes				\$
Total				\$

ANNEX "C", SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat W8485-18-SC-04
Security Classification / Classification de sécurité UNCLASSIFIED / NON CLASSIFIÉES

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	DND	2. Branch or Directorate / Direction générale ou Direction ADM (Mat) DAP2	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant		
4. Brief Description of Work / Brève description du travail The supplier will provide special advisory and administrative services to the commander of Royal Canadian Air Force.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays: <small>Australia, Finland, Switzerland, Malaysia, Kuwait, Canada and Permanent Residents of Canada</small>	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED / NON CLASSIFIÉES





Contract Number / Numéro du contrat W8485-18-SC-04
Security Classification / Classification de sécurité UNCLASSIFIED / NON CLASSIFIÉES

PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document : No Yes
Non Oui

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 Yes
Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
Non 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 Yes
Non 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 Yes
Non 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 Yes
Non 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 Yes
Non 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 Yes
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED / NON CLASSIFIÉES





Contract Number / Numéro du contrat W8485-18-SC-04
Security Classification / Classification de sécurité UNCLASSIFIED / NON CLASSIFIÉES

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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

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

ANNEX "D", EMBEDDED CONTRACTOR LETTER OF ACKNOWLEDGEMENT

Name of Person (contractor): _____

Name of Company: _____

DND Contract Number: W8485-18-SC04

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 _____

ANNEX "E", DND 626, TASK AUTHORIZATION FORM



TASK AUTHORIZATION AUTORISATION DES TÂCHES

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. - N° du contrat
		Task no. - N° de la tâche
Amendment no. - N° de la modification	Increase/Decrease - Augmentation/Réduction	Previous value - Valeur précédente
To - À	TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims 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 contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.	
Delivery location - Expédié à		
Delivery/Completion date - Date de livraison/d'achèvement	Date _____ for the Department of National Defence pour le ministère de la Défense nationale	
Contract item no. N° d'article du contrat	Services	Cost Prix
		GST/HST TPS/TVH
		Total
APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract. NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.		
_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		

**Instructions for completing
DND 626 - Task Authorization**

Contract no.
Enter the PWGSC contract number in full.

Task no.
Enter the sequential Task number.

Amendment no.
Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease
Enter the increase or decrease total dollar amount including taxes.

Previous value
Enter the previous total dollar amount including taxes.

To
Name of the contractor.

Delivery location
Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date
Completion date for the task.

for the Department of National Defence
Signature of the DND person who has delegated Authority for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services
Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments, per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost
The cost of the Task broken out into the individual costed items in **Services**.

GST/HST
The GST/HST cost as appropriate.

Total
The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts
This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:
Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold, and by both DND and PWGSC for those tasks over the DND threshold.

**Instructions pour compléter le formulaire
DND 626 - Autorisation des tâches**

N° du contrat
Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche
Inscrivez le numéro de tâche séquentiel.

N° de la modification
Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction
Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente
Inscrivez le montant total précédent, y compris les taxes.

À
Nom de l'entrepreneur.

Expédiez à
Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement
Date d'achèvement de la tâche.

pour le ministère de la Défense nationale
Signature du représentant du MDN auquel on a délégué le pouvoir d'approbation en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services
Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'oeuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix
Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH
Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total
Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC
Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Note :
Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

ANNEX "F", NON-DISCLOSURE 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 Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of National Defence and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

_____.

Signature

Date