



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

A. The requirement is detailed under Annex A –Statement of Requirement.

1.3 Debriefings

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

1.4 Trade Agreements

A. The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- A. 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 (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- B. 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.
- C. The 2003 (2018-05-22), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 02, Procurement Business Number, is deleted in its entirety;
 - (ii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - a. send its bid only to the Department of National Defence location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
 - (iii) Section 05, Submission of bids, subsection 2, paragraph e., is deleted in its entirety and replaced with the following:
 - b. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the bid; and
 - (iv) Section 05, Submission of bids, subsection 4, is amended as follows:
 - Delete: 60 days
 - Insert: 90 days
 - (v) Section 06, Late bids, is deleted in its entirety;
 - (vi) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:
 - 07 Delayed bids
 - 1. 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.
 - (vii) Section 08, Transmission by facsimile, is deleted in its entirety; and
 - (viii) Section 20, Further information, is deleted in its entirety.



2.2 Submission of Bids

- A. Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.2.1 Electronic Submissions

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

2.3 Former Public Servant

- A. Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid nonresponsive.

2.3.1 Definitions

- A. For the purposes of this clause:
 - (i) "Former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11 (<http://laws-lois.justice.gc.ca/eng/acts/F-11/FullText.html>), 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;
 - (ii) "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; and



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- (iii) "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.

2.3.2 Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

(i) Name of former public servant; and

(ii) Date of termination of employment or retirement from the Public Service.

C. 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](#) (<http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp>) and the [Guidelines on the Proactive Disclosure of Contracts](#) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

2.4 Enquiries - Bid Solicitation

A. All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

B. 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

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



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- B. 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 in PDF format by e-mail;
 - Section II: Financial Bid: one (1) soft copy in PDF format by e-mail;
 - Section III: Certifications: one (1) soft copy in PDF format by e-mail; and
 - Section IV: Additional Information: one (1) soft copy in PDF format by e-mail.
- 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:
 - (i) Use 8.5 x 11 inch (216 mm x 279 mm) format and, for hard copy, paper; and
 - (ii) Use a numbering system that corresponds to the bid solicitation.

3.2 Section I: Technical Bid

- A. In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements.
- B. For each drug proposed, the Bidder must provide:
 - (i) Drug Identification Number (DIN);

3.3 Section II: Financial Bid

- A. Bidders must submit their financial bid in accordance with the Pricing Schedule, Attachment 1 to Part 3.

3.3.1 Electronic Payment of Invoices - Bid

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3, Electronic Payment Instruments, to identify which ones are accepted.
- B. If Attachment 2 to Part 3, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.



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3.3.2 Exchange Rate Fluctuation

- A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

- A. In Section IV of their bid, bidders should provide:
- (i) A completed, signed, and dated Page 1 of this solicitation;
 - (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
 - (iii) For Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
 - (iv) For Part 2, article 2.5, Applicable Laws, of the bid solicitation: the province or territory if different than specified;



ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

- A. The Bidder must complete this pricing schedule and include it in its financial bid.
- B. All prices must be in Canadian dollars, DDP Delivered Duty Paid (Petawawa, ON), transportation charges included, customs duties included, if applicable; and Taxes are zero-rated.

Initial Purchase

Item	Description	Firm Quantity	U.of I.	Unit Price Per vial	Total Price
1	Sodium thiosulfate pentahydrate, 250mg/ml, 100ml vial DIN: _____	175 Vials	100ml vial	\$ _____	\$ _____

Optional Purchase

Item	Description	Option Quantity	U.of I.	Option Period	Unit Price Per vial	Total Price
1	Sodium thiosulfate pentahydrate, 250mg/ml, 100ml vial DIN: _____	175 vials	100ml vial	Year 1 – Jan 1, 2019- March 31, 2019	\$ _____	\$ _____
2	Sodium thiosulfate pentahydrate, 250mg/ml, 100ml vial DIN: _____	175 vials	100ml vial	Year 2 – April 1, 2019- March 31, 2020	\$ _____	\$ _____
3	Sodium thiosulfate pentahydrate, 250mg/ml, 100ml vial DIN: _____	175 vials	100ml vial	Year 3 – April 1, 2020- March 31, 2021	\$ _____	\$ _____



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For evaluation purposes a yearly optional quantity of 175 vials will be used. This does not reflect actual potential purchase. As per the Statement of Requirement no more than 350 vials will be ordered during the option period.

1. Initial Cost:

The Total Initial Cost is calculated by multiplying the initial purchase price times 175 vials.

Total Initial Cost = (ex: $\$10 \times 175 = \$1,750.00$)

2. Potential Optional Cost:

The Potential Optional cost is calculated by multiplying the optional cost for each year times 175 vials.

Total Potential Optional Cost = (ex : $\$11 \times 175 = \$1,925.00$ for Year 1)

= (ex: $\$12 \times 175 = \$2,100.00$ for Year 2)

= (ex: $\$13 \times 175 = \$2,275.00$ for Year 3)

3. Total Potential Cost :

The Total Potential Cost will be calculated by combining the Total Initial Cost and the Total Potential Optional Costs

The Total Potential Cost = $\$1,750.00 + \$1,925.00 + \$2,100.00 + \$2,275.00 = \$8,050.00$

A technically compliant bid with the lowest **Total Potential Cost** will be recommended for contract award.



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ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

- A. The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):
- () Direct Deposit (Domestic and International);
 - () Wire Transfer (International Only); and
 - () Large Value Transfer System (LVTS) (Over \$25M).



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.
- B. An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

A.

	Mandatory Requirement	Met Y/N
MR1	The Bidder must provide Drug Identification Number (DIN)	

4.1.2 Financial Evaluation

- A. The price of the bid will be evaluated as follows:
 - (i) Canadian-based bidders must submit firm prices, DDP Delivered Duty Paid transportation charges included, customs duties included, if applicable; and Taxes are zero-rated.
- B. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- C. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

4.2 Basis of Selection - Lowest Evaluated Price, Mandatory Technical Criteria

- A. 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.
- B. Should two (2) or more responsive bids achieve an identical lowest evaluated price, the bid first received will be recommended for award of a contract.



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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. 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

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

- A. In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

- A. The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions - Required Documentation

- A. In accordance with the section titled "Information to be provided when bidding, contracting, or entering into a real procurement agreement" of 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 the required documentation, as applicable, to be given further consideration in the procurement process.



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PART 6 - RESULTING CONTRACT CLAUSES

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

ARTICLES OF AGREEMENT

6.1 Security Requirements

A. There is no security requirement applicable to the Contract.

6.2 Requirement

A. The Contractor must provide the item(s) detailed under the Requirement at Annex A – Statement of Requirement.

6.2.1 Optional Goods and/or Services

A. The Contractor grants to Canada the irrevocable option to acquire the goods described at Annex A – Statement of requirement of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

B. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

A. 2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:

- (i) Article 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:

"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.



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6.3.2 Warranty - Amendment to General Conditions 2010A

Section 09, paragraph 1, of General Conditions 2010A, which forms part of the Contract will not apply to Work with a specified expiry date. The following paragraph replaces section 9, paragraph 1, General Conditions 2010A for Work with a specified expiry date:

- A Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that the Work conforms to the specifications until the expiration date required by the Requirement. The Contractor must, upon the request of Canada, replace at its own expense including costs of returns and delivery of replacement Work as soon as possible any supplies that fail to conform or that deteriorates prior to the expiration date required by the Requirement.
- B If full replacement is not available in a timeframe acceptable to Canada, then Canada may, in addition to and without prejudice to any other remedy available, choose from one of the following options for the quantity and Contract value of the Work affected:
- (i) Full and immediate reimbursement;
 - (ii) Equivalent full credit against future purchases under the Contract; or
 - (iii) Partial replacement and partial reimbursement or partial credit.

6.4 Term of Contract

6.4.1 Period of the Contract

- A. The period of the Contract is from date of Contract to March 31, 2021 inclusive.

6.4.2 Delivery Date

- A. All the deliverables must be received on or before December 31, 2018.

6.4.3 Optional Purchases

- A. The Contractor grants to Canada the irrevocable option to purchase two additional quantities of 175 vials under the same conditions up to March 31st 2021.
- B. Canada may exercise this option at any time by sending a written notice to the Contractor at least 90 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.

6.4.4 Delivery Points

- A. Delivery of the requirement will be made to delivery point(s) specified at Annex A – Statement of requirement of the Contract.



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6.4.5 Packaging

Packaging for the work must clearly indicate on packing slips and on the outside of outer packages and cartons, as applicable, the following:

- A On each package and carton:
 - (i) Drug Identification Number (DIN) and NATO Stock Number (NSN) (if applicable);
 - (ii) Manufacturer's Brand Name;
- B On each package, carton, vial, ampoule, bottle, and pre-filled syringe (if applicable) the following:
 - (i) Contractor's Name;
 - (ii) Global Trade Identification Number (GTIN) (if applicable);
 - (iii) Lot Number;
 - (iv) Expiry Date.
- C Identify the carton(s) which contain the packing slip. If the Contractor will use the GTIN, then Bar codes on shipping package (i.e., shrink wrapped product), secondary and primary package, including variable data, must comply with GS1 standards and the Canadian Automated Identification of Vaccine Products process (if applicable);
- D The Contractor must identify partly packed carton(s) and box (es).
- E Packaging is to be in accordance with good commercial standards to ensure safe arrival at destination

6.5 Authorities

6.5.1 Procurement Authority

A. The Procurement Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____
 Title: _____
 Organization: _____
 Address: Department of National Defence (DND)
 101 Colonel By Drive
 Ottawa ON K1A 0K2
 Telephone: _____
 E-mail: _____

B. 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.



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6.5.2 Contracting Authority

A. The Contracting Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Organization: _____
Address: Department of National Defence
101 Colonel By Drive
Ottawa ON K1A 0K2
Telephone: _____
E-mail: _____

B. 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.

6.5.3 Technical Authority

A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Organization: _____
Address: Department of National Defence (DND)
101 Colonel By Drive
Ottawa ON K1A 0K2
Telephone: _____
E-mail: _____

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

6.5.4 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____



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6.6 Proactive Disclosure of Contracts with Former Public Servants

- A. By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (PSSA) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) 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](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/siglist-eng.asp) of the Treasury Board Secretariat of Canada (http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/siglist-eng.asp).

6.7 Payment

6.7.1 Basis of Payment

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex B. Customs duties are included, and Applicable Taxes are zero-rated.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Method of Payment

- A. Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:
- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. all such documents have been verified by Canada;
 - c. the Work delivered has been accepted by Canada.

6.7.3 Electronic Payment of Invoices - Contract

- A. The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

[List to be updated in the resulting contract]

- (i) Direct Deposit (Domestic and International);
- (ii) Wire Transfer (International Only); and
- (iii) Large Value Transfer System (LVTS) (Over \$25M).

6.8 Invoicing Instructions

- A. 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.
- B. Invoices must be distributed as follows:



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- (i) The original and one (1) copy must be forwarded to the following address for certification and payment:

National Defence Headquarters (NDHQ)
Department of National Defence (DND)
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
c/o: [organization to be detailed in the resulting contract]
attn: [name to be detailed in the resulting contract]

6.9 Product Recall or Withdrawal

- (A) In the event of a recall or a withdrawal of Work, the Contractor must notify the Contracting Authority and must collect and destroy the delivered, recalled, or withdrawn Work at their own cost.
- (B) The Contractor must, upon the request of Canada, replace as soon as possible any recalled or withdrawn Work at their own cost.
- (C) If full replacement is not available in a timeframe acceptable to Canada or, then Canada may, in addition to and without prejudice to any other remedy available, choose from one of the following options for the quantity and Contract value of the Work affected:
 - (i) Full and immediate reimbursement;
 - (ii) Equivalent full credit against future purchases under the Contract; or
 - (iii) Partial replacement and partial immediate reimbursement or partial credit under the Contract.

6.10 Certifications and Additional Information

6.11 Compliance

- A. 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.

6.12 Applicable Laws

- A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ON. [or as specified by the bidder in its bid, if applicable].

6.13 Priority of Documents

- A. 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:
 - (i) The Articles of Agreement;



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- (ii) The Supplemental General Conditions 2003 (2018-05-22)
- (iii) The General Conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- (iv) Annex A, Statement of requirement;
- (v) Annex B, Basis of payment;
- (vi) Annex C, Security Requirements Check List;
- (vii) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

6.14 Defence Contract

- A. The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1 (<http://laws-lois.justice.gc.ca/eng/acts/d-1/>), and must be governed accordingly.
- B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.

6.15 Insurance

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



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ANNEX A – STATEMENT OF REQUIREMENT

Requirement:

175 vials of Sodium Thiosulfate Pentahydrate, solution for injection, 250 mg/ml, 100 ml vial.

Packaging:

Must be 100 mL vials, 250 mg/mL (25 g total).

Product dating:

Minimum acceptable shelf-life for delivery is 24 months or better upon arrival at DND Central Medical Equipment Depot (CMED).

Shipping conditions:

Throughout the shipping process, the product must remain in temperature controlled and monitored conditions in accordance with the recommended storage conditions on the product monograph: “Store at room temperature (15⁰C to 30⁰C) Protect from direct light. Do not freeze”.

Contract Option:

Contract must include an option to purchase up to 175 additional vials on two separate occasions over the next 3 years.

Required delivery date of first 175 vials: No later than 31 December, 2018.

Delivery address:

Central Medical Equipment Depot
105 Montgomery Rd, Bld: BB-104 A
Garrison Petawawa,
Petawawa ON K2H 2X3



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ANNEX B – BASIS OF PAYMENT

1. Pricing Information

All prices are in Canadian dollars, DDP Delivered Duty Paid (Petawawa, ON), transportation charges included, customs duties included, if applicable; and Taxes are zero-rated.

Initial Purchase

Item	Description	Firm Quantity	U.of I.	Unit Price Per vial DDP (Petawawa, ON)
1	Sodium thiosulfate pentahydrate, 250mg/ml, 100ml vials DIN: _____	175 Vials	100ml vial	\$ _____

Optional Purchase

Item	Description	Option Quantity	U.of I.	Unit Price Per vial DDP (Petawawa, ON)		
				Year 1 – January 1, 2019- March 31, 2019	Year 2 – April 1, 2019- March 31, 2020	Year 3 – April 1, 2020- March 31, 2021
2	Sodium thiosulfate pentahydrate, 250mg/ml 100ml vials DIN: _____	175 vials	100ml vial	\$ _____	\$ _____	\$ _____



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ANNEX C – SECURITY REQUIREMENTS CHECK LIST



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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Department of National Defence	2. Branch or Directorate / Direction générale ou Direction CMP/CF H SVCS GP HQ/DHSD/J4
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 Sodium thiosulfate pentahydrate solution for injection 250mg/ml is to be procure for inclusion to the Medical Counter Measure (MCM) stockpile as mandated by the Surgeon General in order to maintain operational capability level.	
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input 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"/>
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <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:
7. c) Level of information / Niveau d'information	
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
	SECRET / SECRET <input type="checkbox"/>
	TOP SECRET / TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

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PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

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

Special comments: / Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	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).



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PART B - AUTHORIZATION / PARTIE B - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Major Rachel Comeau		Title - Titre J4 Med Ops & Plan	Signature <i>R. Comeau</i>
Telephone No. - N° de téléphone 613-901-9841	Facsimile No. - N° de télécopieur 613-901-1755	E-mail address - Adresse courriel rachel.comeau@forces.gc.ca	Date 13 Jul 18
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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Canada

Canada