

National Defence

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

## RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

National Defence Headquarters Director Services Contracting 4 (D Svcs C 4) Attention: Marie-Claude Théorêt By e-mail to:

DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca

#### 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 indique(s).

## Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ

Solicitation Closes
At:
02:00 PM Eastern Standard Time
(EST) On: 07 January 2019

Title – Titre	Solicitation No. – Nº de l'invitation
Radio Frequency Safety Officer	W6369-19-X021/A
(RFSO) Course delivery	
Date of Solicitation – Date de l'invita	ation
07 December 2018	
Address Enquiries to: – Adresser to	utes questions à :
Tradition to Tradesser to	ares questions a r
Marie-Claude Théorêt by e-mail to ma	rie-claude.theoret@forces.gc.ca
Telephone No. – Nº de téléphone	FAX No. – No de fax
1	
Destination	
See herein	
Instructions: Municipal toyos are not	applicable. Uplace athorwise

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 See herein	Delivery Offered – Livraison proposée			
Vendor Name and Address – Raison socia	le 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 – NomSignature	Title – Titre Date			



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ANNEX "1" TO PART	3 OF THE BID SOLICITATION.	

#### **REISSUE OF BID SOLICITATION**

This bid solicitation cancels and supersedes previous bid solicitation number W6369-19-X021 dated 22 August 2018 with a closing of 02 October 2018 at 14:00 Eastern Daylight Time (EDT). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

#### **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 Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, DND 626 Task Authorization Form and any other annexes.

## 1.2 Summary

- 1.2.1 The Department of National Defence has a requirement for the professional services of one Instructor to deliver DND-owned Radio Frequency Safety Officer course on an as-and-when-required basis.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- 1.2.3 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), and the Canada-Korea Free Trade Agreement (CKFTA).

## 1.3 Debriefings

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

#### **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

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

Delete: sixty (60) days Insert: ninety (90) days

Section 06, Late Bids is deleted in its entirety.

The text under Section 07, **Delayed bids**, is deleted in its entirety and is 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.

Subsection 1 of Section 08, **Transmission by facsimile**, is deleted in its entirety.

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

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

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

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

#### 2.2 Submission of Bids

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 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

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

#### 2.3 Former Public Servant

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

#### **Definitions**

For the purposes of this clause "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members</u>

of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

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

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

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

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

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: one (1) soft copy submitted by e-mail.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html).

#### Section I: Technical Bid

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

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

#### Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

## 3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" to Part 3 of the Bid Solicitation - Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" to Part 3 of the Bid Solicitation - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

## 3.1.3 Exchange Rate Fluctuation

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

#### Section III: Certifications

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

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

## 4.1.1.1. Mandatory Technical Criteria

#	Mandatory Technical Criterion (MT)	Bid Preparation instructions
MT1	The Bidder must clearly demonstrate that the proposed instructor has taught for a minimum of 60 days in the last three (3) years.	The Bidder should provide complete details including subject matter, audience, location and dates (month and year) when instruction was delivered.
MT2	The Bidder must clearly demonstrate that the proposed instructor has a minimum of three (3) years of work experience obtained during the last five (5) years in an industrial radio frequency (e.g. cell phone tower/communications radio frequency safety or military radio frequency safety environment.)	The Bidder should submit a detailed résumé for the proposed instructor, providing complete details as to where, when (month and year) and how (through activities/responsibilities) the stated qualifications/experienced were obtained.

## 4.1.2 Financial Evaluation

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

#### 4.2 Basis of Selection

#### 4.2.1 Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

#### 5.1 Certifications Required with the Bid

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

## 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the <u>Integrity Provisions of the Standard Instructions</u>, all bidders must provide, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process, but should mail it directly to the address specified on the form and should not include it with their bid submission by e-mail.

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

# 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (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.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <a href="Employment and Social">Employment and Social</a> <a href="Development Canada">Development Canada (ESDC) - Labour's</a> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

#### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Status and Availability of Resources

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

#### 5.2.3.2 Education and Experience

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

#### PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

# 6.1 Security Requirements

- 6.1.1. Before award of a contract, the following conditions must be met:
  - the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses;
  - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites 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. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 6.1.3. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

#### PART 7 - RESULTING CONTRACT CLAUSES

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

#### 7.1 Statement of Work

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

#### 7.1.2 Task Authorization

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

#### 7.1.2.1 Task Authorization Process

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

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

#### 7.1.2.2 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of \$25,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

#### 7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

- 1. In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means \$10,000.00.
- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 7.1.2.4 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by \_\_\_\_\_\_ (to be specified in the resulting contract). This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

#### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

<u>2035 (2018-06-21)</u>, General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 7.3 Security Requirements

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

# SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # W6369-19-X021/A

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex "C";
  - b) Industrial Security Manual (Latest Edition).

## 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to three years later (date to be specified in the resulting contract).

# 7.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 7.5 Authorities (to be specified in the resulting contract)

# 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:
Name:
Title:
Directorate:
Address:
Telephone:
Facsimile:
E-mail address:
The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.
7.5.2 Technical Authority
The Technical Authority for the Contract is:
Name:
Title:
Organization:
Address:
Address: Telephone:
Facsimile:
E-mail address:
The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
7.5.3 Procurement Authority
The Procurement Authority for the Contract is:
Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail address:
The Procurement Authority is responsible for all matters concerning the day-to-day management of the Contract. Any proposed changes to the scope of the Work are to be discussed with the Procurement

Contract. Any proposed changes to the scope of the Work are to be discussed with the Procurement Authority and Technical Authority, but any resulting change can only be confirmed by a contract amendment issued by the Contracting Authority.

# 7.5.4 Contractor's Representative

(To be specified in the resulting contract)

#### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 7.7 Payment

#### 7.7.1 Basis of Payment

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.

#### 7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- 7.7.2.1 Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_\_ (to be specified in the resulting contract). Customs duties are included and Applicable Taxes are extra.
- 7.7.2.2 No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 7.7.2.3 The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 7.7.2.4 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 7.7.3 Monthly Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

#### 7.7.4 SACC Manual Clauses

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

#### 7.7.5 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 7.7.6 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

#### 7.7.7 Time Verification

C0711C (2008-05-12), Time Verification

#### 7.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### 7.9 Certifications and Additional Information

# 7.9.1 Compliance

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

# 7.10 Applicable Laws

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

## 7.11 Priority of Documents

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

(a) the Articles of Agreement;
(b) the general conditions 2035 (2018-06-21);
(c) Annex "A", Statement of Work;
(d) Annex "B", Basis of Payment;
(e) Annex "C", Security Requirements Check List;
(f) the signed Task Authorizations (including all of its annexes, if any);
(h) the Contractor's bid dated \_\_\_\_\_\_, (to be specified in the resulting contract), as clarified on \_\_\_\_\_ " or ", as amended on \_\_\_\_\_ " (to be specified in the resulting contract)

#### 7.12 Defence Contract

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

## 7.13 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

OR

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

## 7.14 Insurance

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

## ANNEX "A", STATEMENT OF WORK

#### TITLE

Radio Frequency Safety Officer (RFSO) course delivery.

#### 1.0 REQUIREMENT

1.1 The Department of National Defence (DND) has an "as-and-when-requested" requirement for the delivery of a DND-owned Radio Frequency Safety Officer course.

#### 2.0 OBJECTIVE

The objective of this contract is to procure the services of an instructor to deliver the Course to DND/CAF personnel who:

- require RFSO-level skills (as required by either Health Canada Safety Code 6 (2015), Limits of Human Exposure to Radiofrequency Electromagnetic Energy in the Frequency Range from 3 KHz to 300 GHz and Industry Canada Regular Support Staff (RSS)-102, Radio Frequency Exposure Compliance of Radio Communication Apparatus (All Frequency Bands); or DND policies and procedures)
- have responsibilities related directly to RF resources or who are working directly with or physically handling/coming into contact with RF-generating or measuring devices;
- provide RF awareness training/information to site personnel;

#### 3.0 TEACHING METHOD

3.1 The Course must be presented in such a way as to maximize the use of techniques in the classroom that are consistent with an adult education methodology. Techniques used in adult education generally fall into three (3) broad categories:

#### a. Category 1 - Teacher-Oriented techniques:

In the teacher-oriented techniques, the lecture and the questioning techniques are the most utilized.

## b. Category 2 - Interactive techniques:

The most common interactive techniques are guided discussion, role-play, case study, group-work, programmed fieldwork and cooperative learning.

#### c. Category 3 - Independent techniques:

Independent techniques include computer-assisted techniques, programmed and modularized instruction, independent learning packages, and self-directed learning techniques.

Source: <a href="http://fcis.oise.utoronto.ca/~daniel-schugurensky/faqs/qa14.html">http://fcis.oise.utoronto.ca/~daniel-schugurensky/faqs/qa14.html</a>

#### 4.0 TASKS

4.1 The following is a list of the Tasks required for the delivery of the Course. The Contractor will perform the following:

#### 4.1.1 Provide Training Services:

The Contractor must deliver and conduct the DND-owned training using adult education techniques covering the material that will be provided to the Contractor at the kick-off meeting, in

English on an "as-and-when requested" basis.

DND will provide a lesson plan to the Contractor and will provide student manuals for the course at no cost to the Contractor.

#### 4.1.2 Perform Class Administration:

The Contractor must perform certain classroom administration tasks for each Course. These include, but are not limited to, the following:

- a) Setting up of the training facility;
- **b)** Acknowledge and sign the "Letter of Understanding for Instructors Delivering Training at the Materiel Management Training Centre (MMTC)" if applicable (letters to be provided by MMTC and signed by the Contractor's resource at the time of scheduling (i.e. at the same time as the completion and acceptance of the Form);

# 4.1.3 Reports:

The Contractor must submit an "Instructor's Feedback Questionnaire" (template to be provided by MMTC), which provides the Contractor's observations and recommendations for improvements. This report must be provided to MMTC within five (5) business days following the last day of instruction of each Course serial.

#### 4.1.4 Attend Kick-Off Meeting:

A representative of the Contractor as well as the proposed Instructor must attend a kick off meeting with the Project Authority/Course Administrator to be held no later than two (2) weeks after contract award. This meeting can take place virtually via teleconference, videoconference or in person depending on location.

#### 5.0 DELIVERABLES

## 5.1 <u>Prepare, Administer, and Submit Various Reports:</u>

For each Course serial, the delivery of all reports must be submitted to MMTC and include, but not be limited to the following:

- a) Upon Course completion, the Contractor must provide the original completed individual "Student Attendance Record" (template to be supplied by MMTC) and submit it to the Project Authority/Course Administrator; and
- b) The Contractor must provide a completed "Instructor's Feedback Questionnaire" to cover all the areas as shown in the template supplied by the Project Authority/Course Administrator within five (5) business days following the last day of instruction.

#### 6.0 LANGUAGE REQUIREMENTS

6.1 The Contractor will provide course serials in English on an "as-and-when-requested" basis.

#### 7.0 LOCATION OF WORK

7.1 The majority of training will be delivered within the National Capital Region (NCR). The Project Authority/Course Administrator will be responsible for finding suitable training facilities

in the NCR.

7.2 On occasion, DND may request that a Course be delivered at another location in Canada. DND will be responsible to find suitable training facilities. Course Serials required for outside of the NCR (anywhere in Canada) must be delivered in a classroom setting at DND supplied facilities.

#### 8.0 CONSTRAINTS

## 8.1 <u>Course Length/Duration:</u>

The length of the Course instruction/classroom time will not exceed 21 hours in total over 3 days (7 hours instruction/classroom time per day). The training will be delivered weekdays, with duration of eight (8) hours per day (including health breaks and lunch). Training must take place between the hours of 07:45 a.m. and 15:45 p.m. local time. Each serial will consist of 4 days (28 hours), comprised of 3 days (21 hours) of instruction/classroom time and 1 day (7 hours) of preparation/admin time. Specific course dates will be identified in the resulting Task Authorization (TA) DND 626 Form.

#### 8.2 Estimated Demand:

The estimated number of Course serials to be given each training year is shown below. This number is only an estimate which is subject to change, and is not a guarantee of volume of work. DND reserves the right to increase or decrease the number of Course serials at any time. The estimated volume may be further limited by budgetary and/or operational constraints.

- a) Estimate of number of Course serials for the initial three-year Contract period: estimate of three (3) per year.
- b) Estimate of number of Course serials for the two (2) one-year option periods: estimate of three (3) per option period.

## 8.3 Class Size:

The Contractor will provide training for up to thirty-five (35) participants per course serial.

- 8.4 No information about DND Course participants shall be used to solicit for the Contractor's future training.
- 8.5 The Contractor must ensure that their resource does 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 to perceive the resource as being an employee of Canada.

#### 9.0 INSTRUCTOR REPLACEMENT

- 9.1 Over the duration of this contract, the Contractor may need to find a replacement Instructor. Should this occur, DND will evaluate the qualifications of the proposed Instructor using the same method of evaluation for the original Instructor. If the proposed Instructor does not meet the evaluation, the Contractor must propose a suitable replacement.
- 9.2 DND reserves the right to request a replacement for any instructor found to be inadequate as deemed solely by DND. The Contractor must provide an immediate replacement Instructor.

# 10.0 CANCELLATION POLICY

DND reserves the right to cancel any Course serial up to ten (10) business days prior to its scheduled start date at no cost to DND. A rescheduled Course serial requires an amendment to the original Task Authorization (TA) Form, DND 626 located at Annex "E", stating that the originally scheduled dates are cancelled and replaced by newly-agreed-to dates.

# 11.0 INSPECTION/ACCEPTANCE

11.1 DND reserves the right to request a replacement for any instructor found to be inadequate as deemed solely by DND. The Contractor must provide an immediate replacement.

## ANNEX "B", BASIS OF PAYMENT

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

## 1.0 Professional Fees

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

Category	Level of Services (Estimated)	All Inclusive Fixed Daily Rate (exclusive of applicable taxes) (3 days of instruction time and 1 day of preparation time.)		
Initial Contract Period: from date of Contract to three (3) years later				
Instructor	Kick-Off meeting	\$		
	9 days Preparation time	<b>⇔</b>		
	27 days Classroom	\$		
Extended Contract Period 1: (If Option is year later	Exercised) from end of Initia	al Contract Period until one (1)		
Instructor	3 days Preparation time	\$		
	9 days Classroom	**		
Extended Contract Period 2: (If Option is Exercised) from end of Extended Contract Period 1 until one (1) year later				
Instructor	3 days Preparation time	\$		
	9 days Classroom	\$		

For the purpose of this Contract, a day is defined as 7.0 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked in accordance with the following formula:

## (Hours worked × applicable firm all-inclusive per diem rate) ÷ 7.0 hours

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

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

Total Estimated Cost of Professional Fees to be specified in the resulting Contract
Initial Contract Period: \$ Extended Contract Period 1 (If Option is Exercised): \$ Extended Contract Period 2 (If Option is Exercised): \$

#### 2.0 Cost Reimbursable Expenses

## 2.1 Authorized travel and living expenses for Work

Total Estimated Cost (Professional Services): \$

For the purpose of this Contract, a day is defined as 7.0 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked in accordance with the following formula:

#### (Hours worked × applicable firm all-inclusive per diem rate) ÷ 7.0 hours

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

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

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

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

Concerning the requirements to travel described in 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 (NCR) defined in the *National Capital Act (R.S.C., 1985, c. N-4)*, available on the Justice Website (<a href="http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont">http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont</a>), at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the <a href="https://national.joint.council.org/livetive">National.joint.council.org/livetive</a>; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees.

#### **Calculation of Travel Time:**

For Services provided outside 100 km of the NCR, the contractor will be paid 50% of the resource firm all-inclusive per diem rate for the total amount of time spent travelling (from the resource's work location to the destination). Travel time is not to be paid for time spent commuting.

Travel time is calculated by taking the number of hours for travel and multiplying it by 50% of the per diem rate and then dividing it by 7.0 hours (a standard working day).

## (Hours of travel × 50% of firm all-inclusive per diem rate) ÷ 7.0 hours

<u>Example:</u> The work location is in the NCR and the Contractor is required to travel to Metropolitan Area Toronto. The actual travel time is 4 hours. The firm all-inclusive per diem rate is \$360.

 $(4 \text{ hours} \times (50\% \times \$360)) \div 7.0 \text{ hours} = \$102.85$ 

## **Total Estimated Cost of Authorized Travel and Living Expenses**

Initial Contract Period: \$31,500.00

Extended Contract Period 1 (If Option is Exercised): \$10,500.00 Extended Contract Period 2 (If Option is Exercised): \$10,500.00

Total Estimated Cost (Travel and Living Expenses): \$52,500.00

# 3.0 Total Estimated Cost [to be specified in the resulting Contract]

nitial Contract Period: \$ Extended Contract Period 1 (If Option is Exercised): \$ Extended Contract Period 2 (If Option is Exercised): \$	
Total Estimated Cost: \$	

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Procurement Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 7.7.2 of the Contract.

# ANNEX "C", SECURITY REQUIREMENTS CHECK LIST

*	Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat W6369-19-X021 / A
			Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LIST	E DE VÉRIFICATION DES E	XIGENCES RELATIVES	SÀLAS			
PART A - CONTRACT INFORMATIO	N / PARTIE A - INFORMATION	CONTRACTUELLE				
Originating Government Department	nt or Organization /	2.		r Directorate / Direction généra	le ou Directi	on
Ministère ou organisme gouvernen				at)/DMGMC		
3. a) Subcontract Number / Numéro d	lu contrat de sous-traitance	3. b) Name and Address o	of Subcont	ractor / Nom et adresse du so	us-traitant	
Brief Description of Work / Brève d Instructor for Radio Frequer		-				
5. a) Will the supplier require access Le fournisseur aura-t-il accès à d					No Non	Yes Oui
b) Will the supplier require access     Regulations?     Le fournisseur aura-t-il accès à d	to unclassified military technical of des données techniques militaire				No Non	Yes Oui
Règlement sur le contrôle des d	onnées techniques?		,			
<ol><li>Indicate the type of access require</li></ol>	d / Indiquer le type d'accès requi	5				
(Specify the level of access usin	oloyés auront-ils accès à des ren g the chart in Question 7. c)	seignements ou à des biens			No Non	Yes Oui
b) Will the supplier and its employe to PROTECTED and/or CLASSI Le fournisseur et ses employés	tilisant le tableau qui se trouve à tes (e.g. cleaners, maintenance p IFIED information or assets is per (p. ex. nettoyeurs, personnel d'er biens PROTEGES et/ou CLASS	ersonnel) require access to mitted. htrețien) auront-ils accès à d			No Non	Yes Oui
6. c) Is this a commercial courier or d		night storage?			No Non	Yes Oui
7. a) Indicate the type of information t	hat the supplier will be required t	o access / Indiquer le type o	d'informați	on auquel le fournisseur devra	avoir accès	
Canada	NAT	O / OTAN		Foreign / Étranger		
<ol><li>b) Release restrictions / Restriction</li></ol>						
No release restrictions	All NATO countri			No release restrictions		
Aucune restriction relative à la diffusion	Tous les pays de	POTAN		Aucune restriction relative à la diffusion		
Not releasable À ne pas diffuser Restricted to: / Limité à : Specify country(ies): / Préciser le(s)	Restricted to: / L	imité à : ies): / Préciser le(s) pays :		Restricted to: / Limité à :		
	Specify country(			Specify country(ies): / Précise	er le(s)	
pays :	Specify country(			Specify country(ies): / Précise pays :	er le(s)	
					er le(s)	
7. c) Level of information / Niveau d'ir	nformation	SIFIED		pays:	er le(s)	
7. c) Level of information / Niveau d'in PROTECTED A	nformation NATO UNCLASS			pays : PROTECTED A	er le(s)	
7. c) Level of information / Niveau d'ir	nformation	SSIFIÉ		pays:	er le(s)	
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

Canad'a



Contract Number / Numéro du contrat W6369-19-X021/A
Security Classification / Classification de sécurité
UNCLASSIFIED

	continued)   PARTIE A (suite)				
Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  No Yes Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No Oui					
	Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? Non Oui If Yes, indicate the level of sensitivity:				
	offirmative, indiquer le niveau de sensibilité :				
	Will the supplier require access to extremely sensitive INFOSEC information or assets?  No Yes				
	nisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	Non Oui			
Short Ti	tle(s) of material / Titre(s) abrégé(s) du matériel :				
1	ent Number / Numéro du document :				
	PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)				
	sonnel security screening level required / Niveau de contrôle de la sécurité du personnel requis				
	✓ RELIABILITY STATUS	T			
1 2	COTE DE FIABILITÉ CONFIDENTIEL SECRET TRÈS SECR	ET			
-	☐ TOP SECRET—SIGINT ☐ NATO CONFIDENTIAL ☐ NATO SECRET ☐ COSMIC TO	D CECDET			
L		ÈS SECRET			
	☐ SITE ACCESS				
L	ACCÈS AUX EMPLACEMENTS				
	Special comments:				
	Commentaires spéciaux :				
	Commence Specials.				
	NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.				
10. b) May	REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être f unscreened personnel be used for portions of the work?	No Yes			
	personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	Non Oui			
I .					
	es, will unscreened personnel be escorted? is l'affirmative, le personnel en question sera-t-il escorté?	No Yes Non Oui			
Dai	s rammauve, re personner en question sera-en escone :	Z JNOH Oul			
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)					
	ATION / 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?				
	ournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou				
	CLASSIFIES?				
	the supplier be required to safeguard COMSEC information or assets?	V No Yes			
Le f	ournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	Non Oui			
PRODUC	CTION				
11. c) Will t	the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur	VNo Yes			
	e supplier's site or premises?	Non L Oui			
	installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ				
et/o	u CLASSIFIÉ?				
INFORM	ATION 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	VNo Yes			
	mation or data?	Non Oui			
Lef	ournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des				
rens	eignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?				
11. e) Will	there be an electronic link between the supplier's IT systems and the government department or agency?	No Yes			
	osera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence	Non Oui			
gou	vemementale?				

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

Canadä



des pièces jointes).

du Canada

Contract Number / Numéro du contrat W6369-19-X021/A

Security Classification / Classification de sécurité UNCLASSIFIED

#### PART C - (continued) / PARTIE C - (suite) For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur. For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif. SUMMARY CHART / TABLEAU RÉCAPITULATIF CLASSIFIED CLASSIFIÉ NATO COMSEC Category Catégorie PROTECTED PROTÉGÉ NATO NATO TOP В С CONFIDENTIAL SECRET CONFIDENTIAL CONFIDENTIAL SECRET SECRET RESTRICTED SECRET SECRET SECRET NATO TRÉS NATO CONFIDENTIEL COSMIC TRÉS В С CONFIDENTIEL TRE8 SECRET DIFFUSION CONFIDENTIEL SECRET nformation / Assets IT Media Support TI IT Link / 12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? Yes La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Oui If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier 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? Yes La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? 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, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec

[SRCL page 4 (signature page) to be added at time of Contract award]

# ANNEX "D", LETTER OF UNDERSTANDING FOR INSTRUCTORS DELIVERING TRAINING AT MMTC

We would like to provide those delivering training at the Materiel Management Training Centre (MMTC) with important information on administrative and safety standards as well as policies and procedures to be followed. Please note that all instructors assigned to teach at MMTC are required to provide the MMTC office with a signed copy of this letter before being allowed access to facilities.

## **MMTC Hours of Operation**

MMTC is open between 07:30 and 16:00. Instructors are permitted earlier entry to their assigned classrooms at 07:10 on scheduled course dates. They may also have access to the facilities 1 (one) or 2 (two) business days before their scheduled course if the classroom is free at the time. Please contact the MMTC office in advance to request prior access.

To ensure compliance with security and administrative requirements, all instructors and participants must leave the facilities before 16:00. It is recommended that instructors complete their training no later than 15:45 daily. On the last day of the course, training should be completed no later than 15:30 to allow time to complete all Classroom Shut Down activities on the attached checklist. Before departure, instructors must ensure that all participants have left the classroom and that MMTC staff is informed of their departure.

# **Administrative and Safety Procedures**

An MMTC staff member will brief all participants on Administrative and Safety Procedures on day one (1) before training begins. Instructors must be knowledgeable about the contents of the presentation as they may be required to deliver this presentation if, due to unforeseen circumstances, no MMTC staff member is available for the task. A copy of the presentation is located on the instructor's classroom computer. Note: in the event of an emergency, instructors are responsible for keeping track of participants in their course. In the event of an evacuation, everyone at MMTC must exit the Asticou building and meet in parking lot P4 where instructors are to take attendance of their class participants and follow the instructions of authority.

#### **Additional Support**

If you require additional assistance or special accommodations, please contact MMTC staff three (3) weeks prior to the course start date

#### **Nominal Roll & Attendance List**

The instructor will receive a nominal roll on the first day of class and is responsible for ensuring that each student verifies, corrects (if necessary), and initials the information pertaining to him/her. The sheet must be returned to the MMTC office by 09:00 on the first day of the course.

The instructor will also receive an attendance list and is responsible for ensuring that all participants sign the attendance sheet upon arrival in the morning and afternoon on each day of the course. The sheet is to be submitted to MMTC staff on the last day of the course. It must be kept current and accurate at all times for safety reasons in case of an evacuation.

Instructors must also advise the MMTC office of participant absences.

# **Course Critiques**

An MMTC staff member will distribute a course critique to all participants on the first day of class and designate a class volunteer to collect and submit them to the MMTC office. Instructors are to provide time for their completion.

#### **Instructor's Feedback Questionnaire**

All instructors must complete the *Instructor's Feedback Questionnaire* provided by MMTC. Please submit the questionnaire to the MMTC office within 5 business days of course completion.

## **MMTC IT / Computers**

IT security and training policy does not allow insertion of external devices or memory sticks on any DND computer at MMTC. Instructors with courseware on a memory stick must have the external memory stick "scrubbed" and transferred to an MMTC provided DND memory stick which will be tracked for auditing purposes. In order to avoid delays on the first day of the course, we encourage the Instructors to schedule an appointment with the MMTC office one (1) or two (2) days in advance of the course.

In regards to MMTC computer labs, IT security and training policy requires that all instructors and learners be assigned login IDs and passwords. Use of normal personal working logins is not allowed at any time. At no time shall the instructor attempt any form of trouble-shooting on the IT/AV support equipment nor should they disconnect cables. Should difficulties be experienced in the use of MMTC furnished equipment, it is imperative that MMTC staff be immediately informed. All corrective measures will be initiated through the MMTC office.

#### Classroom Set Up /Shut Down

The instructor is responsible for setting up the classroom in preparation for the course. Tables and chairs and other objects in the classroom and assigned syndicate rooms can be arranged as desired for the duration of the course. However, the instructor must ensure the rooms are in their original state (see classroom diagram) before leaving on the final day of the course. The instructor must also ensure that all activities on the attached checklist are completed.

#### **Other Policies**

Food or drink is not permitted in the classroom.

The use of MMTC office (2708) space and equipment is reserved exclusively for MMTC staff members. Please ask an MMTC staff member for permission to use of any of their office equipment.

DND prohibits the distribution of non-governmental business cards or pamphlets during training sessions.

I have read and understood my responsibilities as contained in this document and I agree to abide by all policies and procedures listed above.

Instructor (Print Name)	Signature	
Company Name/Government [	Department Date	 

Please return this document to the MMTC office no later than on the first morning of training.

## **MMTC Contact Information**

Block 2700, Asticou Centre 241 Boulevard de la Cité-des-Jeunes Gatineau, QC J8Y 6L2

Tel: (819) 997-2065 or (819) 994-8940

Email: MAS Training-Formation en ASM@forces.gc.ca

**Free Parking:** Available in lot P4, located next to the entrance of block 2700 of the facility. If lot P4 is full, lot P3 can be used. You are requested not to use lot P5.

Design: Forms Management 993-4050 Conception: Gestion des formulaires 993-4062

# ANNEX "E", TASK AUTHORIZATION (TA) FORM, DND626

*	National Defence	Défense nationale	TASK AUTHORIZATION AUTORISATION DES TÂCHES		
				Contract no N° du	contrat
All invoices/progress claims must show the re			the reference Contract and Task numbers		
T	outes l	es factures doivent indiquer	les numéros du contrat et de la tâche.	Task no. – N° de la tâ	iche
Amendment	no. – N° (	se la modification	Increase/Decrease - Augmentation/Réduction	Previous value – Valeur pré	cédente
To – À			TO THE CONTRACTOR		
			You are requested to supply the following services in a	accordance with the terms	s of the above
			reference contract. Only services included in the contr	ract shall be supplied aga	inst this task.
			Please advise the undersigned if the completion date of shall be prepared in accordance with the instructions s	et out in the contract.	progress claims
Delivery loca	otlon – Ev	shelion à	À L'ENTREPRENEUR		
Delivery loca	auon – Ex	ACCUSE A	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 fa doivent être établies selon les instructions énoncées d	ire dans les délais presc ans le contrat.	rits. Les factures
Delivery/Cor	mpletion d	ate – Date de livraison/d'achèvement			
0/			Date for the Dipour le mi	epartment of National Defen- inistère de la Défense nation	ce ale
Contract i Nº d'ar du cor	rticle		Services		Cost Prix
				GST/HST TPS/TVH	
				Total	
APPLICA	ABLE ON	LY TO PWGSC CONTRACTS: The	Contract Authority signature is required when the total value		ds the threshold
specified	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'API supérieur	e au seu	QU'AUX CONTRATS DE TPSGC : La il précisé dans le contrat.	a signature de l'autorité contractante est requise lorsque la	a valeur totale du formula	ire DND 626 est
for t	the Depart ministère	ment of Public Works and Government Sen des Travaux publics et services gouvernen	vices nentaux		
	IND 626 (01-05)  Design: Forms Management 993-4050 Conception: Gestion des formulaires 993-40				

# ANNEX "F", NON-DISCLOSURE AGREEMENT

# [This annex is to be completed after contract award and is not required in the bid.]

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 (insert
number) between Her Majesty the Queen in right of Canada, represented by the Department 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 among that the additional tables are consent will some in a the consentation of the Constant Conicl No.
I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: (insert number).
(Insert number).
<del></del>
Signature
Date

# **ANNEX "1" to PART 3 OF THE BID SOLICITATION**

# **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts	to be paid by any of the following Electronic Payment Instrument(s)
( ) VISA	A Acquisition Card;
() Mas	terCard Acquisition Card;
( ) Direc	ct Deposit (Domestic and International);
() Elec	tronic Data Interchange (EDI);

( ) Large Value Transfer System (LVTS) (Over \$25M)

( ) Wire Transfer (International Only);